



Project Reference No. NFA-CVR-2022-BAC-D-04-2022

**PROCUREMENT OF SECURITY SERVICES
FOR NFA CAGAYAN VALLEY REGION/CAR PROVINCES
COVERING THE PERIOD JULY 01, 2022
TO DECEMBER 31, 2022**

NFA REGION 02 BIDDING DOCUMENTS

Date of Issue: April 18, 2022

Procurement of Security Services for NFA Cagayan Valley Region/CAR Provinces Covering the Period July 1, 2022 to December 31, 2022

Project Reference No. NFA-CVR-2022-BAC-D-04-2022

**National Food Authority
CAGAYAN VALLEY REGIONAL OFFICE
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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



NATIONAL FOOD AUTHORITY

Cagayan Valley Regional Office

Santiago City 3311

Tel Nos. 078-305-1528/1259 CP No. 09068581656

region2@nfa.gov.ph www.nfa.gov.ph

INVITATION TO BID

Procurement of 2022 Security Services Requirement of NFA Cagayan Valley Region/CAR Provinces Covering the Period July 1, 2022 to December 31, 2022

The NATIONAL FOOD AUTHORITY CAGAYAN VALLEY REGION/CAR PROVINCES, through the 2022 CORPORATE OPERATING FUND intends to apply the sum of Pesos: **Eighteen Million Five Hundred Two Thousand Three Hundred Fifty Eight and 88/100 Only (₱18,502,358.88)** being the ABC to payments under the contract for 2022 Security Services Requirement of NFA Cagayan Valley Region/CAR Provinces Covering the Period July 1, 2022 to December 31, 2022 with identification No. NFA-CVR-2022-BAC-D-04.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

The NFA CVR now invites bids for Security Services as follows:

BRANCHES		CONTRACT RATE PER GUARD PER MONTH (Php)	NO. OF GUARDS	NO. OF MONTHS	APPROVED BUDGET FOR CONTRACT(PHP)
REGION II					
CAGAYAN BRANCH					
CAGAYAN	Night Shift	19,735.46	5	6	592,063.80
	Day Shift	19,178.02	14	6	1,610,953.68
NORTHWESTERN CAGAYAN (ALLACAPAN & LASAM)	Night Shift	19,735.46	5	6	592,063.80
	Day Shift	19,178.02	11	6	1,265,749.32
KALINGA TABUK	Night Shift	18,651.60	2	6	223,819.20
	Day Shift	18,121.43	4	6	434,914.32
RIZAL	Night Shift	18,162.66	1	6	108,975.96
	Day Shift	17,646.13	2	6	211,753.56
NORTHWESTERN CAGAYAN APAYAO (LUNA APAYAO)	Night Shift	18,162.66	1	6	108,975.96
	Day Shift	17,646.13	2	6	211,753.56
SUB-TOTAL			47		5,361,023.16
ISABELA BRANCH	Night Shift	19,735.46	20	6	2,368,255.20
	Day Shift	19,178.02	58	6	6,673,950.96
SUB-TOTAL			78		9,042,206.16

BRANCHES		CONTRACT RATE PER GUARD PER MONTH (Php)	NO. OF GUARDS	NO. OF MONTHS	APPROVED BUDGET FOR CONTRACT(PHP)
NUEVA VIZCAYA BRANCH					
NUEVA VIZCAYA	Night Shift	19,735.46	3	6	355,238.28
	Day Shift	19,178.02	9	6	1,035,613.08
QUIRINO	Night Shift	19,735.46	6	6	710,476.56
	Day Shift	19,178.02	9	6	1,035,613.08
IFUGAO	Night Shift	18,162.66	2	6	217,951.92
	Day Shift	17,646.13	4	6	423,507.12
MT. PROVINCE	Night Shift	18,162.66	1	6	108,975.96
	Day Shift	17,646.13	2	6	211,753.56
SUB-TOTAL			36		4,099,129.56
GRAND TOTAL			161		18,502,358.88

**See attached computation of rate per guard on Exhibit A.*

The NFA CVR now invites bids for the above Procurement of Security Services which shall be required from **July 1, 2022 to December 31, 2022**. 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).

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 or if partnership is with foreign investors, at least sixty percent (60%) interest of outstanding capital stock should belong 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.

Prospective Bidders may obtain further information from **NFA CVR** and inspect the Bidding Documents at the address given below during regular working days from **8:00AM to 5:00PM**.

A complete set of Bidding Documents may be acquired by interested Bidders from **April 19 to May 18, 2022**, from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, in the amount of Pesos: Twenty Five Thousand only (₱25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

The *NFA CVR* will hold a Pre-Bid Conference on **April 26, 2022 at 9:30AM** at **NFA Multi-Purpose Hall, Mabini, Santiago City**, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission or courier at the office address indicated below, on or before **May 18, 2022 at 9:30AM**.

LATE BIDS SHALL NOT BE ACCEPTED.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on **May 18, 2022; 9:31AM** at **NFA Multi-Purpose Hall, Mabini, Santiago City**. Bids will be opened in the presence of the bidders' representative who will attend the activity.

The **NFA CVR** 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 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Names of Contact Officers : **SUSAN Y. SALCEDO**
TWG Head

HELEN GRACE M. FELIPE
Secretariat Head

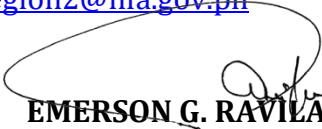
Postal Address : National Food Authority
Regional Office 02
Santiago City

Telephone No. : (078) 305 – 1259
: (078) 305 – 1528

Cellphone No. : 0906-858-1656

Website Address : **www.nfa.gov.ph**

E-mail Address : **bac.region2@nfa.gov.ph**


EMERSON G. RAVILAS, DPA
Assistant Regional Manager II
NFA Region 02 BAC Chairperson

POSTING :

PhilGEPS : April 19, 2022

NFA Website : April 19, 2022

NFA Conspicuous Places : April 19, 2022

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NFA CVR wishes to receive Bids for the Procurement of Security Services for NFA CVR and CAR Provinces covering the period **July 01, 2022 to December 31, 2022**, with identification number **NFA-CVR-2022-BAC-D-04-2022**.

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 2022 in the amount of Pesos: ***Eighteen Million Five Hundred Two Thousand Three Hundred Fifty Eight and 88/100 Only (₱18,502,358.88)***

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. Foreigners are not allowed to participate except those allowed under the following rules:
- 5.2.1 When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 Revised IRR allows foreign bidders to participate;
- 5.2.2 Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- 5.2.3 When the Services sought to be procured are not available from local suppliers; or
- 5.2.4 When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 Services

There is no restriction on the origin of services 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 Services offered from within the Procuring Entity's country:
 - i. The price of the Services quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Services offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Services 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 Services 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 120 days from Bid Opening. 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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. The project does not allow partial bids.

- 19.3. The description of the lot or item shall be indicated in **Section VII (Technical Specifications)**, although the ABC of the lot or item is 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 ABC for the lot or item participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: **One Project having several items that shall be awarded as one contract.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABC for the lot or item 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 ABC for the lot or item 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Similar contract is <i>Security Services</i>. b. Completed within last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Sub contract is not allowed
12	<i>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 Apayao, Cagayan, Ifugao, Isabela, Kalinga, Mt. Province, Nueva Vizcaya and Quirino, or the applicable International Commercial Terms (INCOTERMS) for this Project.</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than the amount equivalent to two percent (2%) of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than the amount equivalent to five percent (5%) of the ABC, if bid security is in Surety Bond.
19.3	The project is only one (1) lot with an ABC of ₱18,502,358.88
20.1	No further instructions
21.1	<i>The Security Management Plan (SMP)</i>

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. Term of Payment

The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Services procured, provided such partial payment shall correspond to the value of the services 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 Services to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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 Services shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. 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>A. OBLIGATIONS OF THE CONTRACTOR</p> <ol style="list-style-type: none">1. The CONTRACTOR shall secure all the identified NFA CVR and CAR Provinces installations continuously and without any interruption during the effectivity of the Contract in accordance with the Security Management Plan. The Security Management Plan shall form part of the Security Services Contract.2. The CONTRACTOR shall exercise extraordinary diligence in carrying out its obligation under the Contract.3. 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.4. The CONTRACTOR shall post, in accordance with the Security Plan, only guards who are fully COVID-19 vaccinated and possessing the desirable qualifications and credentials of an ideal security guard, which shall be submitted by the CONTRACTOR to NFA CVR Office before discharging their duties. And to conduct a briefing with the security guards before their deployment to specific assignments concerning among others, their wages, benefits and other instructions/matters relevant to efficient performance of their duties.5. The CONTRACTOR shall issue a Duty Detail Order (DDO) for every security guard to be assigned/posted to any NFA CVR and CAR Provinces installations duly noted by the concerned NFA CVR Branch Manager, indicating therein the name of the guard, the type of issued firearms, the particular place of assignment and the inclusive dates (duration) within which the guards are to render services.6. In case of replacement of guards posted in an installation, the name of the guards to be replaced and to be deployed shall be indicated in the DDO duly noted by the concerned NFA CVR Branch Manager and shall be presented together with the Recall Order issued to the security guard to be replaced and all other requirements indicated thereof. <p>In no case shall a Security Guard assume post without the DDO and Recall Order.</p> <ol style="list-style-type: none">7. The Tour of Duty of the security guards shall be divided into three (3) shifts for maximum of eight (8) hours per shift as follows: <table><tr><td>First (1st) Shift</td><td>Second (2nd) Shift</td><td>Third (3rd) Shift</td></tr><tr><td>06:00AM-2:00PM</td><td>2:00PM-10:00PM</td><td>10:00PM-6:00AM</td></tr></table> <p>However, during special operations (e.g. loading and unloading operations, opening of additional leased warehouses, cash escorts, mobile procurement of palay, and other similar activities) the concerned NFA Branch Office/s through the Regional Office may request the CONTRACTOR to post additional security guards to be deployed in Branch/es of NFA CVR where they may be needed on a per eight (8) hours duty per day.</p> <ol style="list-style-type: none">8. The NFA shall have the unconditional right to require the CONTRACTOR to replace unacceptable guard/s to NFA CVR. Replacement should be effected within twenty-four (24) hours after receipt of the written or verbal recommendation/request of	First (1 st) Shift	Second (2 nd) Shift	Third (3 rd) Shift	06:00AM-2:00PM	2:00PM-10:00PM	10:00PM-6:00AM
First (1 st) Shift	Second (2 nd) Shift	Third (3 rd) Shift					
06:00AM-2:00PM	2:00PM-10:00PM	10:00PM-6:00AM					

	<p>NFA CVR. In no instance shall a replaced security guard be re-deployed in any NFA CVR installations.</p> <p>9. The security guards so assigned shall be under the strict supervision of the CONTRACTOR. NFA CVR, however, shall have the right to conduct spot inspections on the performance of the security guards at any time it may deem necessary. This right shall not, however, diminish the liability of, nor absolve the CONTRACTOR and the guard of their obligations to NFA CVR under this Contract. It is understood that the CONTRACTOR is liable for all the acts, omissions, and excesses of its guards.</p> <p>10. In the matter of discipline, performance and/or breach in the norms of conduct by the security guard, the CONTRACTOR shall submit a periodic assessment and Incident Reports every 15th day after the end of the month to NFA CVR Branch Office/s concerned, copy furnished the Regional Manager or his duly authorized representative.</p> <p>11. The CONTRACTOR shall undertake a periodic reassignment of its security guards from one (1) post to another. Reassignment can be made either shorter or longer at the discretion of NFA Management.</p> <p>12. The CONTRACTOR shall equip and provide their security guards, with firing range for constant training and proficient marksmanship and must always be in proper uniform, with the following:</p> <ul style="list-style-type: none"> a. Logbook to be used for recording people and events affecting security matters; b. Flashlight; c. Night stick; d. Whistle; e. Metal detector; f. Fully loaded serviceable firearm; g. First aid kit; and h. Other equipment which are essential for security purposes <p>The description of security guards' uniform must be in accordance with RA 5487.</p> <p>13. 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.</p> <p>14. The CONTRACTOR shall be duly represented in the investigation which will be conducted by NFA CVR 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. 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.</p> <p>15. The CONTRACTOR hereby authorizes NFA CVR 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 CVR in connection with this Contract.</p>
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16. The CONTRACTOR and its security guards assigned shall **provide four (4) wheeled vehicles for Regional and Branch Offices and motorcycles for NFA warehouses** to be utilized in work related and when requested by NFA CVR, such as armed escort services. Moreover, the CONTRACTOR shall have a **pool of 100% reserved guardsto** ensure the presence of adequate reliever when the need arises.
17. To ensure a smooth and effective coordination with NFA CVR, the CONTRACTOR shall establish an office adjacent to NFA Regional Office (Santiago City, Isabela) within fifteen (15) calendar days reckoning from the date of issuance of Notice of Award. The Contractor's office must have valid Mayor's Permit equipped with office equipment, furniture and fixtures along with communication equipment such as **extra hand held radios for NFA Executive/s and Security Supervisor/s**.
18. It shall be the sole responsibility of the Contractor to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract including:
 - a. The location of NFA CVR Branch Offices/Installations and warehouses including the kind and volume of stocks stored therein;
 - b. Transportation facilities including the motor pool if any;
 - c. Milling and drying facilities;
 - d. Number of NFA personnel and usual number of NFA clients at any given time.
 - e. Volume of work/transactions in the office/warehouses.
19. The CONTRACTOR shall post a Performance Security equivalent to five (5%) percent of the annual contract price, before the signing of the Contract in the form of Cash, Cashier's/Managers Check or thirty (30%) percent of the contract price in the form of Performance Surety Bond issued by GSIS or any reputable insurance bonding company, Callable on Demand, which shall remain in full force and effect for at least 6 calendar months from the date of the effectivity of the contract.
20. The Performance Security Bond shall be forfeited in favor of NFA CVR in cases where the CONTRACTOR fails to comply with the terms and conditions of the contract. Should the amount forfeited be not sufficient to cover such losses, damages and liabilities incurred due to fault of the CONTRACTOR, it shall pay the remaining balance.
21. The CONTRACTOR shall assume full and exclusive obligation to pay the mandated wage and withholding taxes provided for by laws to its security guards assigned to NFA CVR under this Contract. This includes claims and other compensation as may be legally due to security guards such as payments of salaries, SSS premiums, PhilHealth and the like. In this regard, the CONTRACTOR is under obligation to submit to NFA, every billing, documents as proof of remittance of the said monthly contributions.
22. The CONTRACTOR shall submit to NFA a quarterly listing of all statutory deductions, i.e. SSS premiums, PhilHealth, PagIBIG remitted for the guards assigned to NFA duly machine validated.
23. The CONTRACTOR shall conform to the rules and regulations as mandated in RA 5487 (Private Security Agency Law) as amended, P.D. 442 (Labor Code of the Philippines), as amended and other related laws.
24. All costs related to mobilization, demobilization and supervision of guards shall be

shouldered by the CONTRACTOR.

25. The CONTRACTOR shall provide **Security Supervisor, who is at least college graduate**, in each province of the NFA CVR and CAR Provinces for the supervision of their security guards. Payment of services of the Security Supervisor shall be chargeable to the CONTRACTOR. The Security Supervisor shall be supported by the CONTRACTOR's service vehicle for security inspection and other purposes as specified in Section VII of the Bidding Documents – **TECHNICAL SPECIFICATIONS**.
26. 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 CVR and CAR Provinces.
27. The CONTRACTOR hereby expressly agrees and binds itself that NFA CVR shall be protected and absolved from any labor case or problems, 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.
28. In case of suit where the NFA CVR and CAR Provinces are impleaded as indirect employers, the CONTRACTOR shall hold NFA CVR and CAR Provinces free from any liability arising there from and shall defend and protect the interest of NFA CVR and CAR Provinces.

A. OBLIGATIONS OF THE NFA

1. All payments to the CONTRACTOR shall be made at NFA Branch Offices, subject to the usual accounting and auditing rules and regulations.
2. No payment shall be made to the CONTRACTOR for any unauthorized and/or unilateral increase in security services in the region without the written authority by the Regional Director and the required approval and/or confirmation by the NFA Administrator.

B. TERMINATION

1. This contract shall be terminated at the lapse of the period or duration in accordance with Article I of the Security Services Contract.
2. The NFA CVR, however, has the right to terminate the Contract anytime upon thirty (30) days prior notice to the CONTRACTOR under any or all of the following circumstances, namely:
 - a. Violation by the CONTRACTOR of the Terms and Conditions of the Contract;
 - b. Failure by the CONTRACTOR to comply with the provision of RA 5487 (Private Security Agency Law) as amended, PD 442 (Labor Code of the Philippines), as amended and other related laws;
 - c. Violation of the CONTRACTOR and its guards of the provision of the Special Operating Procedures (SOP) on Blue Guards as provided in the applicable provisions of Implementing RA 5487;
 - d. Discovery of any fraud, falsification, in any of the documents submitted during the accreditation/eligibility check by the CONTRACTOR.
 - e. Violation of the applicable provisions of GPPB Resolution No. 018-2004 dated 22 December 2004.

C. SPECIAL PROVISIONS

1. The Contract for Security Services shall be for the second half of the Calendar Year. The Regional Office shall ensure that the Bidding for the Project is conducted and the Award of the Contract is made prior to the start of the execution of the contract.
2. NFA CVR and CAR Provinces shall have the sole option to cause the increase/decrease 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.
3. The security guards are not employees of NFA CVR and CAR Provinces but of the CONTRACTOR as an independent Contractor. Hence, no employer-employee relationship exist whatsoever between NFA CVR and CAR Provinces and the security guards.
4. The NFA CVR and CAR Provinces shall conduct an orientation with the security guards concerning, among others, the NFA CVR and CAR Provinces policies.
5. The Bid price for the duration of 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 adjustment shall be made on **Administrative and Overhead Cost** of the Agency except on employer's share on mandated premiums for the security guards.
 - c. Increase in taxes.
6. 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, 13th month pay.
7. 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 minimum wage adjustments mandated by law as implemented by the National Wage Council or the Department of Labor and Employment. (DOLE)
8. The Agency shall maintain at least a **SATISFACTORY** level of performance throughout the term of the contract based on the prescribed set of performance criteria.
9. NFA CVR and CAR Provinces shall conduct a semi-annual assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria.

The performance criteria to be applied shall include, among others, the following:

- i. Quality Service Delivered;

2	<ul style="list-style-type: none"> ii. Time Management; iii. Management and Suitability of Personnel; iv. Contract Administration and Management; v. Provision/submission of regular progress reports. <p>10. Based on the performance assessment, NFA CVR may pre-terminate the contract for failure of the Agency to perform its obligations thereon following the procedure prescribed under the Guidelines of Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.</p> <p>11. 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.</p> <p>12. Should NFA CVR and CAR Provinces 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 (25%) of the contract value as liquidated damages aside from Attorney's Fee, cost of suit and actual damages.</p> <p>13. 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 right and interest, such suit shall be filed and prosecuted exclusively in the proper competent courts in Santiago City, Isabela.</p> <p>14. All the provisions of this Terms of Reference for Security Services shall form as integral part of the Security Services Contract which shall be executed by NFA CVR and the winning security agency.</p> <p>15. The NFA CVR Management shall have the exclusive right to require the CONTRACTOR to replace security guard/s who are performing below par with those acceptable to NFA CVR and CAR concerned provinces. Replacements should be effected within twenty-four (24) hours after receipt of the written and verbal advice by NFA CVR and CAR Provinces. In no instance shall the replaced security guard be re-deployed in any NFA CVR and CAR Provinces installations.</p> <p>16. The security guard/s shall be under the strict supervision of the CONTRACTOR. NFA CVR and CAR Provinces, 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 the CVR and CAR Provinces under the Contract. It is understood that the CONTRACTOR is liable for all the acts, omissions, and excesses of its guards.</p> <p>D. PAYMENT/COMPENSATION</p> <p>1. All payments shall be made at the <u>NFA Branch Offices</u> subject to the usual accounting and auditing rules and regulations.</p> <p>2. The CONTRACTOR shall bill NFA on the last day of each month and NFA agrees to pay the amount billed by the CONTRACTOR within sixty (60) working days with a grace period of thirty (30) days after receipt of complete billing documents together with time sheets/cards of the security guards assigned to NFA duly certified correct by NFA's authorized representative, net</p>
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	<p>of applicable withholding taxes.</p> <p>3. It is agreed and understood that the payment of the contract price, <u>inclusive</u> of the 13th month pay which shall be released every six months, shall be made on the condition that the CONTRACTOR has paid its security guards who are assigned to NFA all their salaries, wages and other benefits due them up to the time of payment of said amounts by NFA in accordance with PADPAO rates. A Certification to this effect shall be stated and duly signed in the billings made by the CONTRACTOR. NFA shall not be required to pay directly to any CONTRACTOR's personnel any amount owing them by the CONTRACTOR as salaries, wages or for any purpose whatsoever.</p> <p>4. Should NFA be constrained to file a case to obtain court relief against the CONTRACTOR, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the costs of the litigation and other expenses which may entitle the NFA to recover from the CONTRACTOR. Any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in Santiago City.</p> <p>5. In case of breach of or violation by the CONTRACTOR of any provision of this Agreement, the CONTRACTOR shall pay NFA, by way of liquidated damages the sum equivalent to fifteen (15%) of the total contract price. It is understood that the damages herein provided are fixed, agreed and liquidated damages, and that to be entitled to such damages, the NFA shall not be required to prove that it has incurred actual damages.</p> <p>6. The NFA CVR and CAR Provinces undertakes to pay the contractor the amount equivalent to the actual deployment of security guards who rendered services for the contract period inclusive of 12% VAT of the Administrative Overhead and Profit Margin, and guarantees to pay as stated under item D.2 herein for the actual services rendered upon submission of the voucher(s) with the required supporting documents, to wit:</p> <p>1. First Billing</p> <ul style="list-style-type: none"> a. Accomplished Voucher b. Monthly Deployment Update c. Statement of Daily Time Record d. Copy of Monthly Payroll and any other documents evidencing payments of salaries to the security guards e. Copy of Duty Detail Order f. Copy of the Contract (Certified Photocopy) g. Notice of Award (Certified Photocopy) h. Notice to Proceed (Certified Photocopy) i. Contract Agreement Form (Certified Photocopy) j. Certification that all salaries, wages and other benefits due to guard covering the month are in accordance with PAD PAO rates <p>2. Subsequent Billing</p> <ul style="list-style-type: none"> a. Accomplished Voucher b. Monthly Deployment Update c. Statement of Daily Time Record d. Copy of Monthly Payroll and any other documents evidencing payments of salaries to the security guards e. Copy of Duty Detail Order f. Certification that all salaries, wages and other benefits due to guards
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	<p>covering the month are in accordance with PADPAO rates</p> <p><i>g.</i> Certified Photocopy on proof of payments of obligation to Government Institutions (SSS, HDMF, and PhilHealth) by the AGENCY for its Security Guards.</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 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 the conformity or compliance (or lack of it) with the requirements specifications</p>

Section VI. Schedule of Requirements

Schedule of Requirements

Security Services Requirement of NFA CVR

POST ASSIGNMENT	NO. OF GUARDS	TOUR OF DUTY	NO. OF FIRE ARMS	CALIBER	HAND HELD RADIO EQUIPMENT	SCHEDULE OF DELIVERY
CAGAYAN BRANCH						
I. CAGAYAN						
1. BRANCH OFFICE	3	3 SHIFTS	1	.9mm	1	
2. ESCORT	1	8:00AM – 4:00 PM	1	12 GA Shotgun	1	
3. CARIG GRAINS CENTER						
A.GATE	3	3 SHIFTS	1	12 GA Shotgun	1	
B.BACK/ROVING	3	3 SHIFTS	1	.9mm	1	
4. FLGC GONZAGA	3	3 SHIFTS	1	12 GA Shotgun	-	
5. LEASED WHSE	3	3 SHIFTS	1	12 GA Shotgun	-	
6. LEASED WHSE	3	3 SHIFTS	1	12 GA Shotgun	-	
SUB-TOTAL	19		7		4	
II. KALINGA						
1. B/O COMPOUND	3	3 SHIFTS	1	.9mm	1	
2. ESCORT	0	8:00AM – 4:00 PM	0	12 GA Shotgun	0	
3. WAREHOUSE/ BACK PORTION	3	3 SHIFTS	1	12 GA Shotgun	1	
4. FLGC, RIZAL	3	3 SHIFTS	1	12 GA Shotgun	-	
5. LEASED WHSE	0	3 SHIFTS	0	.9mm	-	
SUB-TOTAL	9		3		2	
III. NORTHWESTERN CAGAYAN-APAYAO						
1. B/O COMPOUND						
A. GATE	3	3 SHIFTS	1	12 GA Shotgun	1	
B. ESCORT	1	8:00AM – 4:00 PM	1	12 GA Shotgun	1	
2. WAREHOUSE/ BACK PORTION	3	3 SHIFTS	1	.9mm	1	
3. GID LASAM						
A. GATE	3	3 SHIFTS	1	12 GA Shotgun	-	
B. WAREHOUSE	0	8:00AM – 4:00 PM	0	.9mm	0	
4. GID LUNA	3	3 SHIFTS	1	12 GA Shotgun	1	
A. WAREHOUSE	0	8:00AM – 4:00 PM	0	.9mm	-	
5. LEASED WHSE	3	3 SHIFTS	1	12 GA Shotgun	-	
5. LEASED WHSE	3	3 SHIFTS	1	12 GA Shotgun	-	
SUB-TOTAL	19		7		4	
TOTAL	47		17		10	

POST ASSIGNMENT	NO. OF GUARDS	TOUR OF DUTY	NO. OF FIRE ARMS	CALIBER	HAND HELD RADIO EQUIPMENT	SCHEDULE OF DELIVERY
ISABELA BRANCH						
1. RO/BO COMPOUND						
A. GATE	3	3 SHIFTS	1	12 GA Shotgun	1	
SPECIAL SHIFT	0	8:00AM – 4:00 PM	0	.9mm	0	
B. LOBBY	3	3 SHIFTS	1	.9mm	1	
C. MOTOR POOL	3	3 SHIFTS	1	.9mm	1	
D. ESCORT	1	8:00AM – 4:00 PM	1	12 GA Shotgun	1	
E. ROVING/ASSIST	1	8:00AM – 4:00 PM	1	.9mm	1	

2. GID, SAN MATEO	3	3 SHIFTS	1	.9mm	-	
3. GID, SAN MANUEL	3	3 SHIFTS	1	.9mm	-	
4. GID, GAMU	3	3 SHIFTS	1	12 GA Shotgun	-	
5. GID, ROXAS						
A. GATE	3	3 SHIFTS	1	.9mm	0	
B. BACK/ROVING	0	3 SHIFTS	1	12 GA Shotgun	0	
6. GID, TUMAUNINI	3	3 SHIFTS	1	.9mm	-	
7. FLGC, ALICIA	3	3 SHIFTS	1	.9mm	-	
8. FLGC, BURGOS	3	3 SHIFTS	1	.9mm	-	
9. FLGC, CABAGAN	3	3 SHIFTS	1	.9mm	-	
10. FLGC CABATUAN	3	3 SHIFTS	1	.9mm	-	
11. FLGC DELFIN ALBANO	3	3 SHIFTS	1	.9mm	-	
12. FLGC CAUAYAN	3	3 SHIFTS	1	12 GA Shotgun	-	
13. FLGC QUEZON	3	3 SHIFTS	1	.9mm	-	
14. FLGC LUNA	3	3 SHIFTS	1	.9mm	-	
15. FLGCMALLIG	3	3 SHIFTS	1	.9mm	-	
16. FLGCRAMON	3	3 SHIFTS	1	.9mm	-	
17. FLGCSAN ISIDRO	3	3 SHIFTS	1	.9mm	-	
18. MLGCCORDON	3	3 SHIFTS	1	.9mm	-	
19. GID, PALANAN	3	3 SHIFTS	1	12 GA Shotgun	-	
20. NPGC						
A. GATE	3	3 SHIFTS	1	12 GA Shotgun	1	
B. TRIPLEX / BACK	3	3 SHIFTS	1	.9mm	1	
C. RM, STAFF HOUSE	3	3 SHIFTS	1	12 GA Shotgun	1	
D. ROVING/ASISST	1	8:00AM – 4:00 PM	1	.9mm	1	
21. LEASED WHSE	3	3 SHIFTS	1	12 GA Shotgun	-	
22. LEASED WHSE	0	3 SHIFTS	0	12 GA Shotgun	-	
SUB-TOTAL	78		29		9	

POST ASSIGNMENT	NO. OF GUARDS	TOUR OF DUTY	NO. OF FIRE ARMS	CALIBER	HAND HELD RADIO EQUIPMENT	SCHEDULE OF DELIVERY
NUEVA VIZCAYA BRANCH						
I. NUEVA VIZCAYA						
1. B/O	3	3 SHIFTS	1	.9mm	1	
2. ESCORT	0	8:00AM – 4:00 PM	0	12 GA Shotgun	0	
3. MAGSAYSAY GRAINS CENTER						
A. GATE	3	3 SHIFTS	1	12 GA Shotgun	1	
B. WAREHOUSE BACK	3	3 SHIFTS	1	12 GA Shotgun	1	
4. FLGC, BAGABAG	3	3 SHIFTS	1	12 GA Shotgun	-	
5. LEASED WHSE	0	3 SHIFTS	0	.9mm	-	
SUB-TOTAL	12		4		3	
II. QUIRINO						
1. BRANCH OFFICE	0	8:00AM – 4:00 PM	0	9mm	0	
2. GATE	3	3 SHIFTS	1	12 GA Shotgun	1	
3. BACK PORTION	3	3 SHIFTS	1	12 GA Shotgun	1	
4. DIFFUN FLGC	3	3 SHIFTS	1	12 GA Shotgun	-	
5. SAGUDAY FLGC	3	3 SHIFTS	1	12 GA Shotgun	-	
6. MADDELA FLGC	3	3 SHIFTS	1	12 GA Shotgun	-	
7. LEASED WHSE	0	3 SHIFTS	0	9mm	-	
SUB-TOTAL	15		5		2	
III. IFUGAO						
1. B.O./ GID WAREHOUSE	3	3 SHIFTS	1	9mm	1	
2. ESCORT	0	8:00AM – 4:00 PM	0	12 GA Shotgun	0	

3. FLGC ALFONSO LISTA	3	3 SHIFTS	1	12 Gauge	-	
4. LEASED WHSE	0	3 SHIFTS	0	12 GA Shotgun	-	
SUB-TOTAL	6		2		1	
IV. MT. PROVINCE						
1. B/O COMPOUND	3	3 SHIFTS	1	.9mm	1	
2. ESCORT	0	8:00AM – 4:00 PM	0	12 GA Shotgun	0	
SUB-TOTAL	3		1		1	
TOTAL	36		12		7	

RECAPITULATION

BRANCH	NUMBER OF GUARDS	NUMBER OF FIREARMS			SCHEDULE OF DELIVERY
		12 GA	9MM	HAND HELD RADIO EQPT	
CAGAYAN BRANCH	47	13	4	10	JULY 1, 2022 - DECEMBER 31, 2022
NWCA	19	6	1	4	
CAGAYAN	19	5	2	4	
KALINGA	9	2	1	2	
ISABELA BRANCH	78	9	20	9	
NUEVA VIZCAYA BRANCH	36	9	3	7	
NUEVA VIZCAYA	12	3	1	3	
QUIRINO	15	5	0	2	
IFUGAO	6	1	1	1	
MT. PROVINCE	3	0	1	1	
TOTAL	161	31	27	26	

Section VII. Technical Specifications

Technical Specifications

PARTICULARS	SPECIFICATION	STATEMENT OF COMPLIANCE
SECURITY GUARDS	<ol style="list-style-type: none"> 1. Must be a Filipino citizen 2. Must be at least high school graduate. 3. At least 21 years of age but not more than 55 years old 4. At least 5'4" tall for male and 5'2" for female; both of medium built 5. Must be physically and mentally fit, as indicated in the following: <ol style="list-style-type: none"> a) Neuro-psychiatric clearance b) Drug Test c) Medical certificate/ clearance from PNP and DOH accredited institutions 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"> a) Punong Barangay where he/she resides b) Local PNP 7. Possesses good public relations or should know proper decorum as stated in the Code of Ethics. 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. 9. Must be holder of a Certificate of Training for Security Guards and other requirements of RA 5487 as amended. 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. 11. Trained in handling firearms as evidenced of Certificate of Training/s attended in accordance with the requirements prescribed by PNP-SAGSD. 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. 13. Capable of assimilating written and oral instructions in English and Filipino and can 	

	render intelligible reports. 14. Good grooming with military haircut for male guards.	
SECURITY SUPERVISORS	<ol style="list-style-type: none"> 1. Must be a Filipino Citizen 2. At least College graduate 3. At least 5 years experience on supervisory job 4. At least 5'4" in height 5. Physically and mentally fit as indicated in the neuropsychiatric clearance and drug test result from PNP and DOH accredited institutions. 6. Equipped with Security License secured from PNP 7. Certification from the Company that he has: <ol style="list-style-type: none"> a) No pending or previous administrative case b) Of good moral character and reputation, courteous and alert c) Intelligent with integrity, high moral standards, disciplined and professional loyalty 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 	
LONG FIREARMS	<ol style="list-style-type: none"> 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 	
SHORT FIREARMS	<ol style="list-style-type: none"> 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, 	

	<p>Quezon City</p> <p>4. Serviceable and in excellent firing conditions;</p> <p>5. Ammunitions: live and original factory-filled (not “refilled” by reloader for Target shooting practice).</p> <p>6. The short firearm shall be .9MM SEMI-AUTOMATIC PISTOL, each with eight (8) rounds of live ammunitions.</p>	
FOUR WHEEL LIGHT (PASSENGER SERVICE OR UTILITY) VEHICLE	<p>1. Four (4) cylinder engine;</p> <p>2. With engine displacement of at least 1300cc;</p> <p>3. Can seat at least four (4) passengers excluding driver;</p> <p>4. Serviceable and in excellent running condition</p> <p>5. Wholly owned by and registered in the LTO in the name of the PSA.</p>	
MOTORCYCLE	<p>1. Four (4) smoke engine;</p> <p>2. With engine displacement of at least 100cc;</p> <p>3. Serviceable and in excellent running condition</p> <p>4. Wholly owned by and registered in the LTO in the name of the PSA.</p>	
CCTV DVR	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.	
CCTV CAMERAS	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	
RADIO TRANCEIVERS	<p>1. Handheld portable complete with battery charger</p> <p>2. DTMF Signaling; 16 channels</p> <p>3. Serviceable and in excellent running condition;</p> <p>4. Owned by the contractor and with valid license issued by the National Telecommunications Commission (NTC).</p>	
CELLULAR PHONES	<p>1. Year of make and model not considered</p> <p>2. SIM pack/service provider with very wide network and area coverage;</p> <p>3. Serviceable and in excellent running condition;</p> <p>4. Complete with battery and battery charger and load;</p> <p>5. Owned by the Contractor</p>	
DETECTORS	<p>1. Handheld portable metal detectors capable of detecting firearms and explosives concealed in the body of a person in hand-carried bags/items.</p> <p>2. Serviceable and in excellent running condition;</p> <p>3. Owned by the PSA</p>	
PERSHING CAP	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.	
SERVICE BUSH JACKET	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.	
SERVICE SHIRT	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.	
SERVICE TROUSERS	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.	
SERVICE BELT	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.	
NECKTIE	Plain fast navy blue and five centimeters wide. It shall be worn by security guards while in complete special type of uniform.	
LANYARD	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.	
FOOTWEAR	Black leather shoes with rubber heels and soles, plain top low- cut and black shoelace to be worn with plain black socks	
BALL CAP	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.	
EQUIPMENT AND PARAPHERNALIA	<ol style="list-style-type: none"> 1. Black leather belt for pistol and nightstick with regulation buckle; 2. Holster, black leather for pistol, night stick and handheld radio; 3. Night stick (Baton) with horizontal handle; 4. Whistle with lanyard; 5. Pocket notebook with writing pen; 6. National badge; 	

	7. Cap device 8. Regulation Buckle 9. Collar device 10. Name Cloth 11. Agency/unit name cloth 12. First aid kit; and 13. Other equipment which are essential for security purposes	
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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 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 CVR
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 it is 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
17. Certificate of Registration of Contractor's in Accordance with DOLE Department Order (DO) No. 174, Series of 2017 / Rules Implementing Articles 106 to 109 of the Labor Code, as amended.
18. National Labor Relations Commission Clearance / Certificate of Pending/No Pending Case on Appeal at the Commission Proper
19. Affidavit of Decided Cases Together with Case Summary
20. Affidavit of No Pending Case

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (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,
and
- ☐ (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;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (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; (SF-GOODS #01) **and**
- ☐ (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; (SF-GOODS #02) **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; (SF-GOODS #03) **and**
- ☐ (h) Conformity to the Schedule of Requirements (SF-GOODS #04)
 - (i) Conformity with the Technical Specifications, (SF-GOODS #05) which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 - (j) Sworn Statement of List of Licensed Security Guards indicating their License Numbers and Expiry. (Standard Form: SF-GOODS-6)
 - (k) Sworn Statement of Minimum Qualifications of Security Guards to be

assigned at National Food Authority - Region 02 offices duly signed by the authorized signatory.(Standard Form: SF-GOODS-7)

- (l) Sworn Statement of List of Motor-Powered Vehicles and Security Support Facilities/Equipment owned and/or leased (Standard Form: SF-GOODS-8):

Service Vehicles (4-wheel Service Vehicle, Motorcycle, Armored Car if any and Pick-up Truck. Each unit must be supported by the following:

- **Owned Units**

1. Copy of original LTO's Official Receipt and Confirmation Receipt or Registration Certificate
 - a. Sole Proprietorship – in the name of the owner
 - b. Partnership – in the name of any of the partners
 - c. Corporation – in the name of the company
2. If donated – Copy of Deed of Donation
3. If bought on installment basis – Copy of Purchase Agreement

- **Leased Units**

1. Memorandum of Agreement/Memorandum of Undertaking/Contract of Lease with the Owners
2. Original Copy of LTO's Official Receipt and Confirmation Receipt or Registration Certificate

- (m) Sworn Statement of List of communication devices indicating current National Telecommunications Commission's (NTC) License or Permit to Carry and Operate Radio Communication Facilities. (Standard Form: SF-GOODS-9)
- (n) Sworn Statement of List of Licensed Firearms with complete description [Maker, Type, Caliber, License Number and Expiry Date]. (Standard Form: SF-GOODS-10)
- (o) Affidavit/Undertaking (Standard Form Number: SF-GOODS-11).
- (p) Additional Sworn Statement. (Standard Form: SF-GOODS-12)
- (q) Company Profile and Organizational Set Up must be in accordance with Rule IX Section 1 and 2 of 2003 Implementing Rules and Regulations of RA 5487. (Standard Form: SF-GOODS-13)
- (r) Proposed Security Management Plan and Detailed Logistics Requirements based on NFA Regional Security Management Plan as minimum requirements. (Standard Form: SF-GOODS-14)
- (s) Authority to Conduct Security Survey and Site Inspection (Standard

Form: SF-GOODS-15).

- (t) Original duly signed Omnibus Sworn Statement (OSS) (SF-GOODS-16); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (u) Valid and Current Regular (Not Provisional) License to Operate as private Security and Protective Agency issued by PNP-SAGSD or PNP-SOSIA.
- (v) Certification from the Philippine Association of Detective and Protective Agency Operators (PADPAO), that bidder is not engaged in cut-throat competition by undercutting its contract rate for security services for price lower than the standard minimum rate and that the bidder is in good standing as of the month prior to the publication of Invitation to Bid (ITB).
- (w) Current Certification of NO Derogatory Records issued by PNP-SOSIA
- (x) Certificate of Registration of Contractor's in Accordance with DOLE Department Order (DO) No. 174, Series of 2017/Rules Implementing Articles 106 to 109 of the Labor Code, as amended.
- (y) National Labor Relations Commission Clearance/Certificate of Pending/No Pending on Appeal at the Commission Proper
- (z) Affidavit of Decided Cases Together with Case Summary
- (aa) Affidavit of No Pending Case

Financial Documents

- ☐ (bb) 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; **and**
- ☐ (cc) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); (SF-GOODS -17)
Or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (dd) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

Or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

- (ee) Sworn Statement on Compliance to the Protest Mechanism Provided in Article XVII of RA No. 9184 or Notarized Sworn Statement/Waiver and Undertaking by the Bidder to strictly comply with and abide by the provision of Section 58 in relation to Sections 55, 56 and 57 of RA No. 9184.

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

- ☐ (ff) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (gg) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ENVELOPE B – FINANCIAL COMPONENT OF THE BID

The second envelope shall contain the financial information/documents as follows:

I. The financial component shall contain the following:

- (a) The total bid amount for the services quoted in words as well as in figures monthly per attached format marked as (Standard Form: SF-GOODS-18).
- (b) Detailed computation/cost distribution of the minimum monthly contract rate of guard per location marked as (Standard Form: SF-GOODS-19 to 19-J).
- | | |
|------------------------|--------------------------------|
| a. Recapitulation | (Standard Form: SF-GOODS-19) |
| b. Cagayan | (Standard Form: SF-GOODS-19-A) |
| c. Isabela | (Standard Form: SF-GOODS-19-B) |
| d. Nueva Vizcaya | (Standard Form: SF-GOODS-19-C) |
| e. Quirino | (Standard Form: SF-GOODS-19-D) |
| f. NCA-Lasam/Allacapan | (Standard Form: SF-GOODS-19-E) |
| g. NCA-Luna, Apayao | (Standard Form: SF-GOODS-19-F) |
| h. Ifugao | (Standard Form: SF-GOODS-19-G) |
| i. Kalinga-Tabuk | (Standard Form: SF-GOODS-19-H) |
| j. Kalinga-Rizal | (Standard Form: SF-GOODS-19-I) |
| k. Mt. Province | (Standard Form: SF-GOODS-19-J) |

Total bid shall be **inclusive** of VAT. The bid offer must also show the **administrative overhead** and **margin** as illustrated in the detailed computation/cost distribution of

the minimum monthly contract rate of guard per location. (SF-GOODS-20)

The prospective bidder shall fill up Financial Bid Form (SF-GOODS-19-A to 19-J), Items **A to C** (Total Amount due to Guard and Total Amount due to Government in favor of Guard) in accordance with the **mandated existing and approved Region 02 provinces and CAR provinces Wage Order** and applicable laws. Itemized offers under **Letters A to C** below the mandated wage shall not be accepted.

The second part of the Financial Bid Form covering letters **D to F** should be filled up in order to come up with the **total bid offer per security guard per month**.

NOTE: Within five (5) calendar days from receipt by the Bidder of the notice from BAC that the bidder has the Lowest Calculated Bid, the bidder shall submit the following documentary requirements to the BAC Secretariat for post-qualifications.

1. Income and business tax returns paid through the BIR Electronic Filing and Payments System (EFPS, within the last six (6) months preceding the date of bid. *(Pursuant to GPPB Resolution No. 11-2013 approved on April 26, 2013 and GPPB Circular No. 02-2013 dated April 26, 2013.)*
2. Updated Philippine Government Electronic Procurement System (PhilGEPS) Certificate of Registration.
3. Other appropriate licenses and permits required by law:
 - a. Original/Certified True Copy of Valid Certificate/ Registration of Membership with the DOLE. Social Security System, Philhealth and PAG-IBIG;
 - b. Original Copy/Certified True Copy of Tax Identification Number;
 - c. Original/Certified True Copy of Bureau of Internal Revenue Registration Certificate.

