

NATIONAL AUTHORITY FOR CHILD CARE

BIDS & AWARDS COMMITTEE (BAC)

BIDDING DOCUMENTS FOR THE:

**PROCUREMENT OF SECURITY SERVICES OF
THE NACC FOR THE PERIOD OF APRIL 1, 2023
TO MARCH 31, 2024**

(Invitation to Bid No. 23-02-01)

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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



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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.



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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.



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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.



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Section I. Invitation to Bid



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INVITATION TO BID No. 23-02-01

PROCUREMENT OF SECURITY SERVICES FOR THE NATIONAL AUTHORITY FOR CHILD CARE COVERING THE PERIOD OF APRIL 1, 2023 TO MARCH 31, 2024

1. The National Authority for Child Care (NACC) through the General Appropriation Act FY 2023 (GAA) intends to apply the sum of **THREE MILLION EIGHT HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS and 36/100 (Php 3,892,752.36)** being the Approved Budget for the Contract (ABC) to payments under the contract.

Bids received in excess of the ABC shall be automatically rejected at bid opening. Late bids shall not be accepted.

2. The NACC now invites bids for the **Procurement of Security Services for the National Authority for Child Care covering the Period of April 1, 2023 to March 31, 2024**. Delivery of Goods and Services shall be in accordance with **Section VI. Schedule of Requirements**. 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. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criteria as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the "Government Procurement Reform Act".

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

4. Prospective bidders may obtain further information from NACC Procurement Section and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00AM to 5:00PM.

A complete set of Bidding Documents may be purchased by interested Bidders from **08 February 2023 to 28 February 2023; (February 8 to February 28, 2023; 8:00AM to 4:00PM) (February 28, 2023: until 9:00 A.M. only)** from given address and website 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 **FIVE THOUSAND PESOS (Php 5,000.00)**. The NACC shall allow the bidder to present its proof of payment for the fees in person.

Lot No.	Particulars	Approved Budget for the Contract (ABC)	Cost of Bidding Documents (Php)
1	Procurement of Security Service for the National Authority for Child Care	Php 3,892,752.36	Php 5,000.00

5. The NACC will hold a **Pre-Bidding Conference on 16 February 2023; 10:00 A.M.**, and through video conferencing through this google meet link meet.google.com/eyf-bckt-ywf which shall be opened to all interested bidders.
6. Bids must be received by the BAC Secretariat through manual submission as indicated below on or before **28 February 2023, 9:45 A.M. at Procurement Section, #38 4th Floor A.N.Y Building, Timog Avenue Barangay Laging Handa, Quezon City**. Late bids shall not be accepted.



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7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
8. Bid opening shall immediately follow after the deadline of the submission and receipt of bids shall be on **28 February 2023, 10:00 A.M. at NACC Conference Room, #38 4th Floor A.N.Y Building, Timog Avenue Barangay Laging Handa, Quezon City**. Bids will be opened in the presence of the Bidder's representatives who choose to attend.
9. The NACC reserves the right to accept or reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of RA 9184 and its 2016 Revised Implementing Rules and Regulation (IRR), without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee
NACC
c/o Procurement Section
#38 4th Floor A.N.Y Building, Timog
Avenue Barangay Laging Handa,
Quezon City
Email Address: procurement@nacc.gov.ph
Telephone No.: 8721-9711

11. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph and www.nacc.gov.ph

Issued this 7th day of February 2023..

(original signed)
MS. GINA C. ESCALANTE
Chairperson
Bids and Awards Committee



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Section II. Instructions to Bidders



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1. Scope of Bid

The Procuring Entity, National Authority for Child Care wishes to receive Bids for the **Procurement of Security Services for the NACC covering the Period of April 1, 2023 to March 31, 2024** with identification number **ITB No. 23-02-01**.

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 **Authorized General Appropriation Act FY 2023** in the amount of **THREE MILLION EIGHT HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS and 36/100 (Php 3,892,752.36)**.

2.2. The source of funding is **Authorized General Appropriation Act (GAA) FY 2023**.

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. *[Select one, delete other/s]*



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- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference



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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **the last 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



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

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in in **Philippine Peso**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days from the date of Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



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15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.



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19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**.



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Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Procurement of Security Services b. Completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP and VAT inclusive
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> <ul style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC of this project, 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 five percent (5%) of ABC of this project if bid security is in Surety Bond.
19.3	The total ABC is THREE MILLION EIGHT HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED FIFTY-TWO PESOS and 36/100 (Php 3,892,752.36).
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:</p> <p>1. Present original copy and submit a certified true copy of the following:</p> <ul style="list-style-type: none"> a. Latest Income Tax Return and Business Tax Return b. Latest Value Added Tax (VAT) Return <p><i>Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.</i></p> <ul style="list-style-type: none"> c. The Supplier's Audited Financial Statements for the year 2022 and 2021 (in comparative or separate form) <ul style="list-style-type: none"> ▪ Independent Auditor's Report: ▪ Balance Sheet (Statement of Financial Position); and ▪ Income Statement (Statement of Comprehensive Income)



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Each of the above statements must have stamped "received" by Bureau of Internal Revenue (BIR) or its duly accredited institutions.

- d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;
- e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located;
- f. Valid Tax Clearance per EO 398, Series of 2005, **as finally reviewed and approved by the BIR;**
- g. Bureau of Internal Revenue (BIR) Registration Certificate.
- h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going contracts per submitted Annex II
- i. Company profile and Organizational Chart. Company printed brochure may be included.
- j. Vicinity Map/Location of the business.
- k. Other appropriate licenses and permits required by law and stated in the Bidding Documents.
- l. Registration Certificate and/or Certificate of Good Standing from Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO);
- m. Valid License to Operate Security Agency issued by PNP-SOSIA;
- n. Clearance/Certificate of compliance with the statutory obligations from the regional offices of the National Labor Relations Commission (NLRC) and the Department of Labor and Employment (DOLE) where the main office of the Security Agency is based covering the period of at least one (1) year preceding the deadline for submission of bids.



NATIONAL AUTHORITY FOR CHILD CARE

	<p>If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted.</p> <ul style="list-style-type: none"> o. Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the main office of the Security Agency is based; p. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG; q. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PHILHEALTH; r. Organization and Manning Record of the Security Agency; s. Organizational Chart of the Security Agency; t. List of Key Officials of the Security Agency with at least one official with a title of Certified Security Professional <p><u>For joint venture:</u></p> <ul style="list-style-type: none"> a. All Class A Documents (Legal Documents) of the Joint Venture Partner shall remain as post qualification requirements to be submitted in accordance with Section 34 of the 2016 Revised IRR of RA 9184 and ITB Clause 20.2 (a) of Bid Data Sheet of the Bidding Documents. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p> <p>NOTE: FOR POST QUALIFICATION PURPOSES ONLY</p>
20.3	<p>Each Bidder shall submit the following in one (1) “mother” envelope duly sealed and labeled, containing two (2) sets of envelopes:</p> <p>First envelope containing three (3) sets of Eligibility and Technical documents duly sealed and marked as Original Copy, Copy One and Copy Two.</p> <p>Second envelope containing three (3) sets of Financial Bid documents duly sealed and marked as Original Copy, Copy One and Copy Two.</p> <p>***See Annex IV-A, IV-B & IV-C</p>



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20.4	<p>All envelopes shall be labeled/marked as follows:</p> <p>TO : GINA C. ESCALANTECHAIRPERSON BIDS AND AWARDS COMMITTEE NACC</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT: PROCUREMENT OF SECURITY SERVICES FOR THE NACC COVERING THE PERIOD OF APRIL 1,2023 TO MARCH 31,2024</p> <hr/> <p>BID REF NO.: ITB NO. 23-02-01</p> <p>ABC : Php 3,892,752.36</p> <p>DO NOT OPEN BEFORE: 28 FEBRUARY 2023; 10:00 A.M.</p>
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NATIONAL AUTHORITY FOR CHILD CARE

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**

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

Section VI. Schedule of Requirements

Schedule of Requirements

The delivery schedule for the **Procurement of Security Services for the NACC covering the Period of April 1, 2023 to March 31, 2024**. Expressed as weeks/months stipulates hereafter:

Item No.	Quantity	Description	Agency's Delivery Schedule
1 LOT	7 Security Guards	Procurement of Security Guards	As specified in the Technical Specifications
Duration of Contract		Duration of Contract: Twelve (12) Months	
Area of Deployment		<ul style="list-style-type: none"> ▪ NACC Premises #2 Chicago St corner Ermin Garcia St. Barangay Pinagkaisahan, Cubao, Quezon City 	
Contact Person		<ul style="list-style-type: none"> ▪ Ms. Glenda D. Relova Deputy Executive Director for Admin and Finance ▪ Ms. Janet T. Santos Administrative Officer V Admin Unit , OIC 	
Contact Details		8721-9711	

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

*** This document must be attached to the Technical Component Envelope ***

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

Section VII. Technical Specifications

Technical Specifications

TO THE BIDDER: Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

IMPORTANT NOTE: Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result to in a rating of **“FAILED”**.

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Particulars	Bidder’s Statement of Compliance
<p>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p> <p style="text-align: center;">The Service Provider</p> <p>1. The security guards/ officers/ Private Security Professionals who shall be assigned by the Service Provider/ Private Security Agency (PSA) shall possess the following qualifications, as provided for in Republic Act No. 11917 or the “Regulation of Private Security Services Industry,” its Implementing Rules and Regulations and other related laws and issuances, to wit:</p> <p>1.1 Must be of legal age;</p> <p>1.2 Must be a Filipino citizen;</p> <p>1.3 Must be physically and mentally fit;</p> <p>1.4 Must be of good moral character;</p> <p>1.5 Must not have been convicted of any crime or offense involving moral turpitude;</p> <p>1.6 Must have undergone pre-licensing training program(s) to include trainings and academic programs on basic skills, education, public relations and moral values;</p> <p>1.7 Must have a License to Exercise Security Profession (LESP);</p> <p>1.8 Must possess the appropriate specialized and refresher training;</p> <p>1.9 For the Detachment Commander, he must have training on supervisory course conducted by authorized/accredited Security Agency and/or by the PNP.</p> <p>Falsification of the above-cited requirements during employment application shall be subject to disqualification, regardless of formal recommendation of the guard supported with a finalized result of investigation report to be submitted by the Service Provider copy furnish the Administrative Division.</p> <p>1.10 Upon signing the Notice to Proceed, the Service Provider shall provide the required security equipment and peripherals as prescribed in R.A. 10591 or the Comprehensive Law on Firearms and Ammunition, to include:</p> <p>1.9.1 Duly-licensed firearm specifications: Standard 8-Round Shotgun and 9-mm pistol, inclusive of extra ammunition for emergency needs (see Annex A).</p> <p>1.9.2 Certificate of Serviceability of three (3) years in good condition for each guard</p>	

on duty per shift plus at least one (1) quality shotgun for each detachment. Replacement of each item to new items will be based on the damage/ incident report will be shouldered by the **Service Provider**.

2. The **Service Provider** shall post the security guards to the following offices and facilities of the NACC:

Place of Assignment		Location	No. of Guards		
			M	F	T
1	NATIONAL AUTHORITY FOR CHILD CARE	#2 Chicago St corner Ermin Garcia St. Barangay Pinagkaisahan, Cubao, Quezon City, Philippines 1111	5	2	7

3. There shall be **one (1) Detachment Commander (DC)** designated to the NACC who shall centrally supervise coordination with NACC Administrative Division, the security force assigned at each premises. They must ensure that the security needs of the NACC, as well as the security needs of the properties, officers, personnel and guests are properly and adequately served pursuant to the terms and reference of the Contract. Said **Detachment Commander** shall likewise be held responsible for the strict compliance and implementation of NACC Safety and Security Measures and shall be held accountable for all instructions and communications which may be relayed by the Administrative Division Section for proper action from time to time.
4. The **Detachment Commander** shall have the command responsibility over all fielded security guards and shall oversee the preparation of a security program. Any violation by the **Detachment Commander** of the NACC Safety and Security measures, as mandated by his/her duties and responsibilities, or by instructions of the NACC, shall be a ground for his/ her replacement and disqualification from the post. He or she shall act as a confidential officer.

The Detachment Commander and Security Officers shall demonstrate the highest degree of professionalism and competence in the discharge of their duties and responsibilities. They shall supervise and lead the security personnel with utmost objectivity and fairness. If in the assessment and judgment of the NACC management the Detachment Commander and/or Security Officers are found to be unprofessional and incompetent in their work, the **Service Provider Agency** shall replace said detachment commander and/or security officer.

5. There shall be one **(1) Assistant Detachment Commander** who will serve as the second highest security officer of the Service Provider, directly under the **Detachment Commander** and shall be assigned in the NACC Premises to fully operate the CCTV monitoring in the premise. He or she shall also have **one (1) Assigned Alternate Security Guard** each night shift who will act as full time Closed-Circuit television (CCTV) Operators to manage the moving cameras to be installed inside and outside.

The Assistant Detachment Commander shall demonstrate the highest degree of professionalism and competence in the discharge of his/her duties and responsibilities. They shall supervise and lead the security personnel with utmost objectivity and fairness. If in the assessment and judgment of the NACC management, the Detachment Commander is found to have been unprofessional and/or incompetent during his/her duty, the service provider agency shall replace said assistant detachment commander.

6. Similar requirements and provisions shall apply to the Security Officers assigned in the NACC facilities. If necessary, especially in the monitoring of CCTV footage all day long to ensure security inside and outside the premises and will be used constantly for footage review requirements of offices.

7. The **Service Provider** shall be responsible for the following:

7.1 Protect the NACC buildings, facilities, properties, and personal belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts. Any occurring incident shall be immediately reported to the Administrative Division or the authorized General Services personnel for the appropriate action;

7.2 The **Service Provider** and its assigned security guards shall abide by all existing internal policies, rules and regulations of the NACC;

7.3 The **Service Provider** shall exercise strict implementation of COVID19 protocols and other anti-communicable diseases measures – applicable to all staff and clients entering the NACC premises;

7.4 The **Security Guards** shall ensure reliability of thermal scanners and frequently remind personnel and clients the wearing of face masks and sanitation of hands before entering the NACC premise;

7.5 The **Security Guards** shall secure and defend from harm all NACC officials and employees, including its visitors/ public clients while they are within the area of NACC jurisdiction;

7.6 **Security Guards** shall strictly implement the “No ID, No Entry” rule. If in case the staff forgot their IDs at home, they should be reminded that wearing of ID is a must;

7.7 **Security Guards** shall check all documents upon entry of personnel that may be required by the management from time to time;

7.8 **Security Guards** shall inspect properties to be brought outside /inside of the NACC premises and in the verification and checking of pertinent documents such as Gate Pass and Sticker Pass, scrutinize properties to be transferred and in the verification of Furniture and Equipment Transfer Slips (FETS), and check personal properties to be brought inside/outside of NACC premises and indicate notation on the Personal Property Item Pass.

7.9 **Security Guards** shall properly refer to the offices/sections/units all visitors, or call the attention of the concerned staff and also request for the approval of the contact person being visited before approving the visitor entry;

7.10 **Security Guards** shall implement and monitor compliance of personnel with the NACC safety and security measures and other security related policies which

may be promulgated from time to time;

7.11 **Security Guards** shall submit weekly activity reports monthly, Duty Detail Order (DDO) and other reports as may be required by the NACC on security activities;

7.12 **Security Guards** shall monitor and write down all leaving and arriving NACC personnel and private vehicles. A summary report of all vehicles coming in and out of the premises must be submitted to the Administrative Division every month;

7.13 The **Service Provider** shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others and shall hold the NACC free from any liabilities in relation thereof:

7.13.1 There shall be no employer-employee relationship between the NACC and all security personnel of the Security Service Provider. The **Service Provider** and its security personnel to perform the services, and hereby acknowledges that no authority had been conferred upon it by the NACC, to hire any person on behalf of the NACC and that the persons whom the **Service Provider** may assign to perform the services called for shall remain the employees of the service provider only. In this relation, the **Service Provider** hereby warrants its full and faithful compliance and observance of all laws, decrees, rules and regulations relative to the government contracts, hours of work, wage rate, and other workmen's compensation and benefits, especially the provisions of the Labor Code, its amendments and other related laws and rules, in connection with its own workers/laborers. It is understood that the NACC shall be free from any claims which the service provider's worker/laborer may lodge. Violation of the **Service Provider** of any existing labor laws, rules and regulations shall be a ground for termination of this Contract; and

7.13.2 Relationship and/or illicit affair with the NACC client and staff are strictly prohibited, while receiving of gifts for a favor and any forms of malicious act shall be a ground for replacement and removal of said guard from the NACC premises to the extent grounds for civil, criminal and administrative cases;

7.14 **Security Guards** to be posted must not be related to any NACC employees from the first up to the third-degree of consanguinity or affinity whose current assignment is within the area targeted for posting. Thus, any security personnel who is related to a NACC staff in the NACC Premises regardless of employment status shall not be considered for posting in the NACC;

7.15 The **Service Provider** shall submit online consolidated weekly reports of activities and incidents that can happen and the status of security measures for all vehicles, clients, visitors, officials and staff coming in and out of the office compound of NACC premises to the Administrative Division for acknowledgement and reference – except for Incident Reports which shall be submitted to administrative unit in hard copy immediately;

7.16 **Security Guards** are mandated to provide vehicle checklists as a basis during the pre and post trip inspections. This will ensure that drivers prepare damage/incident report as truthfully as they can be knowing that guards are well aware of the present status of the vehicles prior to each trip;

7.17 **Service Provider** shall provide the required security equipment and

paraphernalia upon signing the Contract of Agreement. Replacement of each item to new items will be based on the damage/incident report and shall be shouldered by the **Service Provider**;

- 7.18 The **Service Provider** must ensure that each security personnel do not exceed nor render a 24-hour duty that may result to possible health issues which may affect the quality of their performance;
- 7.19 The **Service Provider** shall prepare a comprehensive Security Management Plan to be submitted to the Administrative Division within two (2) weeks from receipt of Notice to Proceed as well as a copy of proposed CCTV layout subject to discussion with the Administrative Division;
- 7.20 The **Service Provider** shall provide the required security equipment and all its peripherals as indicated in Annex "A";
- 7.21 Provision of request for CCTV footage to units/sections and offices must also have back up data compressed in an external hard drive for purposes of backtracking of old recordings with the approval of the Administrative Division and shall be endorsed to the latter upon end of contract;
- 7.22 The **Service Provider** shall facilitate the preventive maintenance, repair and/or replacement of all existing/old surveillance equipment and cameras as may be necessary to ensure the continuity of efficient security services. For every 32 channels, two (2) hard drives must have a capacity of up to 64 Terabyte that will be able to store for at least nine (9) months of CCTV footage/ data;
- 7.23 Aside from the number of hard drives used for recording purposes, the **Service Provider** shall supply external hard disk drives, or any means of storage of CCTV recordings/footages that can store CCTV footages within the retention period before the storage duration expires. The recordings/footages shall be downloaded to the said storage device and be safely kept inside the CCTV room for a contract period. An official report on the retention and archiving activities shall be submitted by the Detachment Commander two (2) days after the conducted transfer;
- 7.24 The **Service Provider** shall retain the previous recordings/footages and must be available for review at all times within the 9-month retention period;
- 7.25 The **Service Provider** shall provide and turn-over the external hard disk drives/CDs or any means of storage of CCTV recordings/footages to the office of Administrative Division. The applicable tool to save the surveillance monitor shall become the property of the Department, which shall have the right to instruct the deletion or extend the retention of the content of storage device/means;
- 7.26 The **Service Provider** shall install additional CCTV cameras that are brand new and of good quality; and
- 7.27 All security personnel shall strictly observe the Eleven (11) General Orders and Code of Conduct for Security Guards.

CCTV REQUIRED SPECIFICATION

CCTV set-up and peripheral devices shall meet the prescribed specifications and must not be lower than requirements below:

2-5 Megapixel high-performance:

- 1) Automatic Daylight and Night Mode; and
- 2) Weather Proof.

CCTV Supporting Peripherals for NACC Premises:

- 1) **Two (2)** Units of 50-inch LED Monitor with bracket and 15-meter HDMI cable good for 20 CCTV units. **Eight (8)** units of 8-Terabyte surveillance hard drive for 12-month recording capacity to be safely kept by the Detachment and Assistant Commander for field office for one year.
 - 2) **Two (2)** 32-channel ultra 4K H.265 network video recorder;
 - 3) **Three (3)** pieces 2-Terabyte external USB drive;
 - 4) **One (1)** desktop computer set-up with complete accessories; and
 - 5) **One (1)** unit printer with continuous ink.
8. All surveillance cameras and its peripherals with CCTV computer-based monitoring device including wire connections/installations that may be donated to the NACC upon completion of this Contract through Deed of Donation. Installation includes the rewiring/adjustment of the existing/old CCTV. The assistance of the Administrative Division may be requested in the provision of back up storage for CCTV footages.
 9. The **Service Provider** shall comply with the request for additional order of security guard inclusive of provision of CCTV units as may be requested by the NACC with approved installation areas within the contract duration.
 10. The **Service Provider** shall complete the installation of all security equipment immediately but not more than one (1) month upon receipt of the Notice to Proceed. In case the CCTV cameras from the previous Contract will not be donated, uninstallation of the same shall start from the end of contract date by phase so as to ensure available and continuous CCTV operation in all identified areas.
 11. Sufficient terminal fuse and other electrical components exclusively for all CCTV cameras and other electronic security devices shall be provided and installed by the Service Provider.
 12. The provision of these CCTV cameras, Public Address device and equipment shall include coring, rough works, installation and labor, cable pipes, switch hubs, lightning arrester, breaker, AVR, power cable, network cable, CCTV Metal Box and other installation materials. While the **Service Provider** shall perform the existing CCTV cameras and equipment that may require transfer at no additional cost to reinforce the areas in NACC Premises.
 13. The **Service Provider** shall conduct, without additional charge, appropriate training program or orientation on security measures and environmental control among selected NACC Administrative Staff.
 14. The **Service Provider** shall install security alarms, earthquake alarm system, security round wire, access control system and firearms vaults at restricted areas inside the NACC premises to detect unauthorized or forced entries and ensure proper safekeeping of unused firearms:

AREA	SECURITY EQUIPMENT	QTY
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NACC office	Burglar/Intrusion Security(Sensor-type)	1
	Safety Vault Locker for armaments (Shotgun and Pistols)	2
	Security Rounded Barbed Wire20 meters	1
	Earthquake Alarms	10

15. The **Service Provider** shall conduct a demonstration to the authorized personnel regarding the operation, safety, maintenance, authentication factors and other important procedures on the use and operation of security alarms;
16. The **Service Provider** shall provide for the following without additional cost to the NACC.
- 16.1.1 One (1) L300 Utility Van with complete transportation papers which can be used during insufficiency of logistic transport as per request by NACC, including emergencies and disaster responses (e.g., for victims of fire, repatriates).
17. Except from fortuitous events and/or negligence of the NACC officials and employees, the **Service Provider** shall be accountable for the following:
- 17.1 Any loss or damages to all property appearing in the Inventory Report and/or other reports/documents which serve as proof of the NACC ownership of the property; and
- 17.2 Any damages due to the act, fault or negligence in the performance of duty of the security personnel.
18. The **Service Provider** shall pay for the damages through deduction from its monthly billing. In case that the cost of damages cannot be covered by its collectibles from the NACC, the **Service Provider** shall pay in cash or restore the property at its expense within one (1) month from notice.
19. The **Service Provider** shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others. The Service Provider shall hold the Department free from any liabilities in respect thereto and/or which may arise therefrom.
20. Failure of the **Service Provider** to conduct proper repair and maintenance of CCTV cameras/other security equipment and provision of the required copy of CCTV recordings within seven (7) working days upon receipt of notice from the Administrative Division, except from the negligence and/or concern of the NACC, shall be charged with liquidated damages for non-compliance. *One Tenth of One percent (1/10 of 1%)* of the cost of the bill shall be deducted from the total amount due for the month.

The NACC

21. Shall provide an updated List of Inventory of Property, Supply, and Asset Management Section to the **Service Provider** at the start of the engagement. The updated list or other documents such as Property Accountability Receipts (PAR) shall be provided to the **Service Provider** from time to time to update the List of Inventory.
22. The NACC shall pay the Service Provider within thirty (30) days upon receipt of the bill, daily time records of the security guards, certificates of service rendered and other required reports.
23. A creditable withholding tax shall be deducted from the monthly gross bill amount, broken down as follows:

Expanded Value Added Tax (EVAT)	- 5% Expanded Withholding
Tax - 2%	
24. The security personnel to be provided by the **Service Provider** shall not be related to any NACC personnel within the 3rd degree of consanguinity or affinity in the area or facilities of the NACC being serviced and as such, the latter shall not in any manner be liable or responsible for any personal injury or damages, including death, caused by said security personnel assigned to the Department during the lawful performance of their duties.
25. If, during the effectivity of the Contract of Agreement between the **Service Provider** and the NACC, a wage order or pertinent laws shall be implemented increasing the minimum wage or providing additional benefits to employees in the private sector, the rates herein shall be adjusted accordingly. The **Service Provider** shall comply with the wage increase. Salary adjustment within the Contract Duration under DOLE Wage Order shall be on the account of the Service Provider.

Other Terms and Conditions

26. In the event that the service provider's contract expires without a successful procurement of security services, the contract may be extended subject to availability of funds and the provisions of the Government Procurement Law, its IRR, and other related laws, rules and regulations.
27. The **Service Provider** may be willing to absorb the existing qualified security personnel assigned in the NACC.
28. The **Service Provider**, at its own expense, shall provide the following additional services to the NACC:
 - 28.1.1 Conduct pre-posting seminar every three (3) months on the duties and responsibilities, Standard Operating Procedures and Special Instructions for all the guards to be assigned to the NACC. The official documentation on the seminars, trainings and meetings shall be submitted to the Administrative Division within seven (7) working days after the conduct of the activity
 - 28.1.2 Conduct target shooting exercises and security retraining on site for all the

Service Provider personnel every six (6) months;

28.1.3 Conduct an assessment and evaluation of the performance of its security personnel and submit the results to the Administrative Division for reference;

28.1.4 Conduct meetings every three (3) months with the Administrative Division to discuss and evaluate the best security measures/policies; and

28.1.5 Institute linkage and contact with the nearest police/military/fire brigade/hospital units (private and government) and properly coordinate on radio frequencies and provide all guards assigned to the premises of NACC with a complete listing of telephone numbers of nearby police/fire brigade/hospital units.

29. The **Service Provider** shall pay in advance the salary and other benefits of its security personnel to comply with the labor laws. Any delay and non-payment of salaries and other benefits to any security personnel by the Service Provider are grounds for the immediate termination of the contract.

30. The **NACC** shall not be held liable for any claims of the **Service Providers** assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claim arising from or in connection with their employment with the **service provider** except those required by law to be paid by the NACC through the **service provider**.

31. The **Service Provider** shall submit to **NACC**, together with its monthly invoices, duly certified copy of the immediately preceding payroll and a sworn certification/undertaking duly executed by its General Manager/President stating that all workers and/or personnel assigned to NACC pursuant to this Agreement have been paid the required minimum wage and other mandatory benefits that they are entitled to as provided for in the Labor Code and other relevant laws, rulings, rules, regulations and issuances, at least for the previous quarter with a commitment to pay the following quarter. The proof of payment of membership and remittances including the Alpha List covering at least the previous quarter must support the processing of payment. NACC shall not process any billings that are not accompanied by the aforementioned document. If the billing is in order, NACC agrees to pay the **Service Provider** as soon as possible from receipt of such billings and shall pay within a period of fifteen (15) days from its receipt.

32. All billings must be submitted to NACC every 2nd week of the month for timely processing of payment and in compliance with strict implementation of its Monthly Cash Program.

33. The **Service Provider** shall not terminate and/or replace any assigned security guard including Detachment Commander in any offices of the NACC without the recommendation of the Administrative Division and approval of the Executive Director as head of the Procuring entity. Reports of infractions submitted shall be basis of the immediate transfer and/or replacements of the assigned guard. In the event that the NACC management decides to remove a security personnel, the **Service Provider** shall be informed one day before the transfer/replacement to provide enough time to look for an alternate.

34. In case of termination or dismissal for cause of any of the security guard, any substitution or replacement shall be undertaken with prior written notice from the **Service Provider** and consent of **NACC management**;

35. The **Service Provider** shall be ready at all times to provide additional security service requirements of NACC during significant events involving the Chief Executive, emergency situations, and/or disaster operations at its premises
36. The NACC may increase or decrease the number of assigned regular duty guards whenever necessary during the contract period including provision of additional handheld radio and equipment subject to availability of funds
37. Upon request of the NACC, the **Service Provider** shall provide additional guards whose employment are not under probation, apprenticeship nor training whenever or whatever the exigency of services so requires. In which case, the necessary expenditures for employment of such additional guards shall be paid by the NACC from any applicable funds following the stipulations in the contract
38. The NACC may re-assign or request replacement of any security personnel including Detachment Commander and Security Officers any time during the contract period with or without cause
39. The posting of the security personnel shall be as follows:

Shift	Time	Number of Security	Number of SO/OIC's
Morning Shift	7:00 A.M. to 7:00 P.M.	7	1
Evening Shift	7:00 P.M. to 7:00 A.M.		1
Total: 7			

A 15-minute period before the start of the shift shall be observed for briefing and transition purposes, to wit:

Shift	Time
Morning	6:45 A.M.
Evening	6:45 P.M.

40. The **Service Provider** shall maintain a very satisfactory level of performance throughout the term of the Agreement based on the following performance criteria adherence to the ISO-SOP for Security Evaluation Survey: (i) quality of service delivered, (ii) work attitude and values and (iii) provision of regular progress reports. Otherwise, The NACC shall have the sole option to cancel/terminate the Contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by the **Service Provider** and/or its security guards is substandard and/or unsatisfactory. Provided, that the **Service Provider** shall be notified in writing at least fifteen (15) days prior to the effective date of cancellation/termination.
41. The **Service Provider** must possess a good record of accomplishment in security service business for at least Five (5) years. Thus, a certification that the service provider has at least Five (5) years' experience in the security service industry.
42. The **Service Provider** shall also conduct quarterly inspections to check the performance of their security personnel at all satellites and ensure that all security equipment is sufficient and functioning. The results of the inspection should be submitted to the head of their agency, copy furnish the Administrative Division.
43. The **Service Provider** shall thoroughly investigate whenever there are complaints and negative reports received from internal or external clients that involve the performance of security services.
44. The **Service Provider** with bad performance evaluation and/or negative feedback

from its current and previous contract of agreement with NACC and other agencies shall not be considered for this project.

45. The **SERVICE PROVIDER** shall have at least Very Satisfactory Performance on its on-going security services projects and have no record of negative performance, insensitivity, unresponsiveness issues, concerns and recommendations from its existing and previous clients;
46. In the event that the **Service Provider** is terminated, or upon the expiration of the Contract Agreement, the outgoing **Service Provider** shall ensure a proper turnover of responsibility to the new **Service Provider**. In case that the security equipment will not be donated by the outgoing **Service Provider**, uninstallation and installation of security equipment shall be done simultaneously and by phase to ensure that continuous safety security measures are still in place. The outgoing **Service Provider** shall submit a turnover report for reference of the new Service Provider.

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

***** This document must be attached to the Technical Component Envelope *****

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

“ANNEX - A”

Annex A

SCHEDULE OF SECURITY EQUIPMENT		
	NO. GUARDS TO BE POSTED	NACC Premises
		7
Security Equipment		
1	9mm Pistol per guard per shift	7
2	8 Rounds Shotgun with extra ammo	3
3	Dedicated handheld radio per guard with one (1) unit for Admin Office	7
4	Base Radio	1
5	First Aid Kit (Complete Items)	2
6	Underchassis view mirror for checkpoint	1
7	Truncheons, shields in case of Emergency.	2
8	Teargas canister per guard per shift	5
9	Rechargeable Emergency Light per detachment.	1
10	Megaphones (Molectron)	1
11	Searchlight (heavy duty)	1
12	Hand-held Thermal scanners	1
13	Umbrella	2
14	RainCoat and Boots Set	7
15	Inspection Stick	7
16	Hand-held Metal Detector	1
<p>The firearms should have a "Certification" of Serviceability for Three (3) Years." Day Shift guards shall turn over some of the Pistols and Shotguns to be used by Night Shift guards. All Pistols shall be kept in a safe storage room when not in use. Thus, all areas should have a safe storage room. The Service Provider shall the application Fee for One (1) Admin authorize to utilize a Handheld Two-way Radio.</p>		

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

BIDDING FORMS

Bid Form

Date: _____
Invitation to Bid No: 23-02-01

To: **NATIONAL AUTHORITY FOR CHILD CARE**
#38 4th Floor A.N.Y. Building, Timog Avenue
Barangay Laging Handa, Quezon City

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform the **Procurement of Security Services for the National Authority for Child Care covering the Period of April 1, 2023 to March 31, 2024** 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 services 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 specified in the PBDs;
- c. to abide by this Bid for the Bid Validity Period specified in [BDS](#) and it shall remain binding upon us at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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 [name of bidder] as evidence 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 for: _____

Date: _____

Detailed Price Proposal

Date: _____
 Invitation to Bid No: 23-02-01

Procurement of Security Services for the NACC covering the period of April 1, 2023 to March 31, 2024.

Detailed Costing of Procurement of Security Services For the period of April 1,2023 to March 31,2024	
	TOTAL CONTRACT PRICE
DAILY WAGE	
I. BASIC PAY	
a. Basic pay (In compliance to the PADPAO rates effective, June 4, 2022 under DOLE Wage Order 23 Rationalizing the Republic Act 6727)	
b. 365 Days – Working Days PADPAO Rates.	
II. PAYABLE DIRECTLY TO SECURITY GUARDS	
c. Average pay per month (A x B/12 months)	
d. Night Differential Pay (C x 10%)/2 (for 12 hours)	
e. 13th Month Pay (A x B/12 months/12 hours)	
f. 5 Days Service Incentive Leave Pay (A x 5 days/12 months)	
g. Uniform Allowance (RA 5487)	
g. Overtime Pay for Four(4) hours: Overtime for 7 days Rate per Hour (A/8 hours)	
➤ Regular Days (Rate per Hour x 125% x 365 days x 4)	
➤ Regular Holidays (Rate per Hour x 260% x 10 x 4)	
➤ Sunday/Restdays (Rate per Hour x 169% x 53 x 4)	
➤ Special Days (Rate per Hour x 195% x 8 x 4)	
TOTAL OVERTIME PAY	
Total Amount Payable Directly to the Security Guard	
III. EMPLOYER'S SHARE PAID TO GOVERNMENT AND IN FAVOR OF SECURITY (SG) SHARE	
h. SSS Premium	
i. PhilHealth Premiums	
j. State Insurance Fund	
k. Pag-ibig Fund Contribution	
l. Retirement Benefits (RA 7461) Daily Wage x 22.5/12	
Total Amount Payable to the Government and SG's Share	
IV. TOTAL AMOUNTS IN II AND III	
V. AGENCY FEES AND EXPENSES INCLUDING TAXES	
a. Agency Fee	
b. Value Added Tax (12% of Agency Fee)	
Sub-Total	
Total Estimated Cost per SG per Month per 12 hours duty	

Multiply by 7 SGs per Month	
Multiply by 12 Months	
TOTAL BID PRICE:	

TOTAL BID PRICE (Amount in Words):

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

**PLEASE USE THIS PRESCRIBED FORMAT IN
THIS BID FORM**

Annex I

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Fifty percent (50%) of the ABC of this project.

Name of Client and Complete Address Contact Person and Contact Number	Name of the Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Duration of Contract

Any of the following documents must be attached:

- a. End-user's Acceptance/Certificate of Completion; **or**
- b. Copy of official receipt(s) **or**
- c. Copy of Sales Invoice and Collection Receipt issued for the contract, if completed, which shall be attached to the statements.

{Note: Failure to submit a supporting document shall be a ground for disqualification}

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

Annex II

Statement of All Ongoing Government and Private Contracts (Including Contracts awarded but not yet started)

1. All on-going contracts (including contracts awarded but not yet started, *if ANY*)

Name of Client and Complete Address Contact Person and Contact Number	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Goods	Value of Outstanding Contracts	Purchase Order No./ or Date of Contracts	Duration of Contract

[Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Notice of Award and (c) Notice to Proceed]

Instructions:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

****No attachments required****

PLEASE USE THE PRESCRIBED FORMAT IN THIS BID FORM

Annex III

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

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]

Annex IV

(Bidder's Company Letterhead)

Procurement of Security Services for the NACC covering the Period of April 1,2023 to March 31,2024

Invitation to Bid (ITB) No.23-02-01

Approved Budget for the Contract (ABC) – Php 3,892,752.36

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is _____ (Php _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	₱
Less:			-
CL	=	Current Liabilities	₱
Sub-Total 1			₱
			X 15
Sub-Total 2			₱
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NFCC			₱

Issued this _____ day of _____, 2022.

Note:

1. The phrase “value of the bidder’s current assets and current liabilities” shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project
5. Any misrepresentation in the NFCC shall be a ground for disqualification.

Certified Correct:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **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]

Original Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project: _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND
TIME OF BID OPENING

Copy 1 Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project: _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND
TIME OF BID OPENING

Copy 2 Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project: _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND
TIME OF BID OPENING

Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project : _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE TIME OF BID OPENING

SEALED AND SIGNED

SEALED AND SIGNED

DO NOT OPEN
(DATE AND TIME OF OPENING)

Original Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project: _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND TIME OF BID OPENING

Copy 1 Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project: _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND TIME OF BID OPENING

Copy 2 Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project: _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND TIME OF BID OPENING

Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address: _____
(Address of Bidder)

Project : _____

Bid Ref No: _____
ABC : _____

DO NOT OPEN BEFORE TIME OF BID OPENING

SEALED AND SIGNED

DO NOT OPEN
(DATE AND TIME OF OPENING)

SEALED AND SIGNED

