



NATIONAL AUTHORITY FOR CHILD CARE

No. 2 Chicago Street corner Ermin Garcia Streets,
Brgy. Pinagkaisahan, Quezon City, Metro Manila
(632) 8726-4568; 8721-9711

BIDDING DOCUMENTS

INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICE PROVIDER

Government of the Republic of the Philippines

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.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



National Authority for Child Care (NACC)

4th Floor #2 Chicago cor. Ermin Garcia st.,
Brgy. Pinagkaisahan, Quezon City, Metro-Manila
Email. adoption@nacc.gov.ph
Website: nacc.gov.ph

INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICE PROVIDER

1. The **National Authority for Child Care** through the *GAA2024* intends to apply the sum of ***Five-Million Four-Hundred Seventy-Eight Pesos only (PhP 5,478,000.00)*** being the ABC to payments under the contract for ***ITB 2024-03-05***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **National Authority for Child Care** now invites bids for the above Procurement Project. Delivery of the Goods is required by *procurement of the above-captioned project*. Bidders should have completed, *within three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the ***National Authority for Child Care*** and inspect the Bidding Documents at the address given below from ***08:00am-05:00pm, Monday – Friday***.
5. A complete set of Bidding Documents with an applicable fee of **Php 5,000.00** may be acquired by interested Bidders from **March 4 to March 25, 2024** from the given address and website(s) below. The Procuring Entity shall require the bidder to present its proof of payment for the fees in person.

The bidding documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *National Authority for Child Care* will hold a **Pre-Bid Conference¹ on March 13, 2024, 10:00 a.m.** at the Sen. Pia S. Cayetano Multi-Purpose Hall, 5th Floor, NACC New Building, No. 2 Chicago corner Ermin Garcia Street, Brgy. Pinagkaisahan, Quezon City, Metro-Manila.
7. Bids must be duly received by the BAC Secretariat through (i) **manual submission** at the office address indicated below, on or before **10:00 am on March 25, 2024**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be **on March 25, 2024 10:00AM** at Sen. Pia S. Cayetano Multi-Purpose Hall, 5th Floor, NACC New Building, No. Chicago corner Ermin Garcia Streets, Brgy. Pinagkaisahan, Quezon City, Metro-Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Likewise opening of Bids maybe viewed through video conferencing. Zoom link will be provided on the date of opening of Bids.
10. The **National Authority for Child Care** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

▪ **Mr. Ferdinand Marcelo**
Administrative Officer IV
Procurement Unit

4th Floor, NACC New Building
No. 2 Chicago corner Ermin Garcia Streets,
Brgy. Pinagkaisahan, Quezon City, Metro Manila
Email: procurement@nacc.gov.ph
(632) 8726-4568; 8721-9711

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.nacc.gov.ph/>

[Date of Issue]

GINA C. ESCALANTE
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Authority for Child Care* wishes to receive Bids for the ***PROCUREMENT OF SECURITY SERVICE PROVIDER*** at NACC New Building, #2 Chicago Street cor Ermin Garcia Street, Brgy. Pinagkaisahan, Quezon City, Metro-Manila under a Framework Agreement, with identification number.

The Procurement Project (referred to herein as “Project”) are composed ***PROCUREMENT OF SECURITY SERVICE PROVIDER*** 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 2024 in the amount of ***Five-Million Four-Hundred Seventy-Eight Pesos only (PhP 5,478,000.00).***

2.2. The source of funding is:

- a. General Appropriations Act (GAA) 2024

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

6. Origin of Goods

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

7. Subcontracts

- 7.1 The Procuring Entity has prescribed that:
 - a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at Sen. Pia S. Cayetano Multi-Purpose Hall, 5th Floor, NACC New Building, No. 2 Chicago corner Ermin Garcia Street, Brgy. Pinagkaisahan, Quezon City, Metro-Manila.

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)**.
- 10.1. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.2. 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - 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 the **BDS**.

13. Bid and Payment Currencies

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

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 **July 30, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the

BDS. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <i>a. Procurement of Security Service</i>
7.1	<i>Not applicable</i>
12	The price of the Goods shall be quoted DDP <i>National Authority for Child Care</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>Php 109,560.00</u> (2%) 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 <u>Php 273,900.00</u> (5%) if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid: 1st copy- marked as 'ORIGINAL'; 2nd copy- marked as 'COPY 1'; 3rd copy- marked as 'COPY 2'.
19.3	<i>The ABC is Five-Million Four-Hundred Seventy-Eight Pesos only (PhP 5,478,000.00). Any bid with a financial component exceeding this amount shall not be accepted.</i> <p style="text-align: center;"><i>Section IV. Scope of the Contract</i></p> <p><i>1. Scope of Contract</i></p> <p><i>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.</i></p>

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 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 VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. *Warranty*

5.1 *In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.*

5.2 *The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.*

6. *Liability of the Supplier*

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

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

Section V. Special Conditions of Contract

GCC

Clause

Delivery and Documents –

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:

[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is

- *Mr. Ferdinand Marcelo Administrative Officer IV*

Procurement Unit

4th floor, NACC New Building,

#2 Chicago Street cor. Ermin Garcia Street,

*Brgy. Pinagkaisahan, Quezon City, Metro-Manila Email:
procurement@nacc.gov.ph*

(632) 8726-4568; 8721-9711

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.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

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.

4 Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.

LOT 1

Section VI. Schedule of Requirements
Section VII. Technical Specifications

TERMS OF REFERENCE

SECURITY SERVICES FOR NACC CENTRAL OFFICE FOR 2024

The National Authority for Child Care (NACC), through its Bids and Awards Committee (BAC) is inviting interested and qualified parties to bid for the provision of security services in accordance with this Terms of Reference.

I. BIDDING ON THE PROCUREMENT OF SECURITY SERVICES

Pursuant to Section 5 (h) of R.A. No. 9184, as reiterated in Section 5 (r) of its 2016 Revised Implementing Rules and Regulations (IRR), general support services, including non- personal or contractual services such as security and security services, fall under the category of Goods. As a matter of policy, in order to achieve proper and efficient procurement of the Security Services for the NACC Central Office for a Period of One Year (“Project”), NACC shall take into consideration other factors aside from the cost to determine the winning bid, such as, but not limited to, contracts with other clients, standards of internal governance, adequacy of resources, levels of training and adherence to labor and other social legislation.

The minimum requirements prescribed in this Terms of Reference (TOR) shall be the basis for evaluating the Technical Proposals of the bidders. The Financial Proposal shall be accompanied or supported by a breakdown of all costs, including the cost of supplies and equipment necessary for the execution of the contract. The winning bidder, hereinafter referred to as "SECURITY AGENCY" shall be awarded the contract for this Project.

II. QUALIFICATIONS AND TECHNICAL REQUIREMENTS

A. The SERVICE PROVIDER shall provide a total of seven (7) security personnel which shall be composed of six (6) security guards and one (1) head guard. All shall be licensed and well-trained. The six (6) security guards should be at least high school graduates, with at least three (3) years of related experience. The head guard should have reached college level, with at least three (3) years supervisory experience in the security industry.

B. The following documents, certifications, and clearances should be included in the bid submission:

1. General Information Sheet, if a corporation;
2. Organizational Chart;
3. License to Operate issued by the Philippine National Police (PNP);
4. Company Manual of Operations with disciplinary measures; and
5. Security Plan comprising of the following:
 - a. Operational plan and tour of duties;

- b. Site Inspection prior to submitting a bid is mandatory, to be signed by the authorized representative of the Administrative Division;
- c. Detailed measures and innovations to be undertaken to ensure that the entries and exits of all persons to and from the premises of NACC are monitored, the loss of NACC properties and its personnel's personal effects are avoided, and harm to said persons and properties is prevented;
- d. Emergency Protocol - Detailed measures and protocol for fortuitous events such as bomb threat, fire, robbery, hostage situation, terrorism, or natural calamity; and
- e. VIP Protocol - Security personnel will not be utilized as bodyguard of the VIP/s. Instead, the SECURITY AGENCY must include in their security plan policies that will be applied whenever the agency has VIP for proper coordination of security personnel of the VIP.
- f. Performance Evaluation Report from previous engagement (must have at least very satisfactorily rating/evaluation).

C. The SECURITY AGENCY must submit during the post qualification stage certifications of no delinquency of monthly premium payments for both itself and its employees, secured where its principal place of business is located and issued within the last six months from the date of submission of its proposal by the following agencies:

- 1. Certification of no delinquency of premium payments from Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (PAG-IBIG Fund); and Social Security System (SSS);
- 2. Certificate of compliance with labor laws and other social legislation from DOLE; and
- 3. NLRC Clearance (Certificate of Pending/No Pending Case on Appeal).

In addition, certifications mentioned in paragraphs "G" and "H" of this Section should be submitted by the SECURITY AGENCY during post qualification.

D. The SECURITY AGENCY must comply with all the minimum requirements set in Annex "A" and submit for each security guard the following documentary requirements after receipt of Notice of Award (NOA) but prior to deployment:

- 1. Complete list of names of all guards with up-to-date photograph and Personal Data Sheet with proof of educational attainment attached;
- 2. Medical certificate and drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions, valid within six (6) months from the date of submission of the bidder's proposal;
- 3. A neurological/psychiatric test clearance for each security guard, valid within six (6) months from the date of submission of the bidder's proposal;
- 4. Certificate/s of training issued by reputable training company;
- 5. Copy of NBI and Barangay Clearance; and
- 6. For each security guard, a Private Security License Card issued by the SOSIA and clearance issued by the National Bureau of Investigation, valid on the date of the opening of bids for this project, and subject to renewal, if the same should expire during the contract implementation.

E. The SECURITY AGENCY must be duly licensed and registered with a proper and valid License to Operate (LTO) issued by the Philippine National Police (PNP) – Supervisory Office on Security and Investigation Agencies (SOSIA), an authenticated copy of which must be submitted to NACC.

If it is a member of the Philippine Association of Detective and Protection Agency Operators, Inc. (PADPAO), it must submit a copy of its PADPAO Certificate of Membership/Registration.

The winning bidder shall be required to submit a copy of the PNP-SOSIA LTO and/or PADPAO Certificate of Membership/Registration before the issuance of the Notice to Proceed.

F. The SECURITY AGENCY must have experience of at least five (5) years prior to the date of submission of its bid.

G. Each personnel of the SECURITY AGENCY must be a Filipino citizen, physically and mentally fit, with good moral character and reputation, without any pending criminal case before any court or body, and has not been convicted by final judgment of any crime. A certification for this matter must be submitted by the agency during the Post Qualification stage.

H. Each personnel of the SECURITY AGENCY must have relevant training appropriate for the position, i.e., pre-licensing training programs for new recruits and refresher training programs for those with more than one year experience. All documents must be submitted during the Post Qualification stage.

I. The SECURITY AGENCY must have the financial capacity to directly pay at least three (3) months in advance of the amount of the salary and wages in favor of its employees.

J. All guards to be assigned hereunder shall be first introduced by the SECURITY AGENCY to, and accepted by, NACC Administrative Division. Assignment, details, substitution, and other deployment specifics shall be set forth in the appropriate contract.

K. For the faithful compliance of the Scope of Work and the Terms and Conditions of the Contract, the SECURITY AGENCY shall be required to post a performance bond in favor of NACC in the equivalent amount and form according to the schedule provided in the bidding documents for this project, in accordance with Section 39.1 of R.A. No. 9184.

III. SCOPE OF WORK

A. Obligations of the SECURITY AGENCY

1. The SECURITY AGENCY shall provide seven (7) security personnel, consistent and quality security services 24 hours daily, inclusive of Saturdays,

Sundays and Holidays at the NACC Central Office located at #2 Chicago cor. Ermin Garcia, Barangay Pinagkaisahan, Quezon City.

2. After receipt of Notice to Proceed but before deployment, the SECURITY AGENCY shall provide the NACC Administrative Division with a complete list with photographs of its employees detailed at NACC office. The SECURITY AGENCY shall update such list when necessary, such as when changes are made upon it due to the reassignment, resignation, or retirement of any of the security guards detailed at NACC.

3. The SECURITY AGENCY shall station a minimum of seven (7) security personnel, all of whom are eligible by the qualifications set herein, at strategic points within NACC Central Office premises, including its designated parking areas. The SECURITY AGENCY shall post the security personnel to the following offices and facilities of the NACC:

Place of Assignment	Location	No. of Guards		
		MALE	FEMALE	TOTAL
National Authority for Child Care	#2 Chicago St corner Ermin Garcia St. Barangay Pinagkaisahan, Cubao Quezon City, Philippines	5	2	7

4. The posting of the Security Personnel shall be as follows:

Shift	Time	Number of Security	Number of SO/OIC's	
Morning Shift	7:00AM to 7:00 PM	7	7	1
Evening Shift	7:00PM to 7:00 AM	7	7	1

5. The SECURITY AGENCY shall provide sets of appropriate uniforms of good quality materials, i.e., standard company uniform with identification card, personal protective equipment (PPE), when necessary, and ensure that each security staff on duty is well-groomed.

6. For the protection of the guards on duty, the SECURITY AGENCY should provide protective equipment to the security guards as follows but not limited to protective eye covering/face shield; face mask; disposable gloves, alcohol or alcohol-based hand sanitizer, disinfecting solution for their handheld radio, ammunition, night stick and other equipment necessary during their duty.

7. The SECURITY AGENCY shall provide while on duty at NACC all its security personnel, unless stated otherwise, the following:

- a. Ultra-high frequency (UHF) handheld radios and one (1) extra unit to be stationed at the area of the Administrative Division Head;
- b. Cellular phone/s for the use of the security guards to serve as backup in case a problem with the existing radio communication arises, to ensure continuity of communication among the security personnel;
- c. Original, branded, and duly licensed 9mm pistol with 11 rounds of

ammunitions;

- d. Nightsticks; and
- e. Handheld metal detectors.

NACC reserves the right to conduct inspection to ensure compliance to this requirement.

8. The SECURITY AGENCY shall correct any shortcomings on its part in the delivery of services to the satisfaction of NACC, which shall not be limited to the replacement of any guard or needed security equipment within twenty-four (24) hours upon receipt of notice from NACC.

B. Duties of the Head Guard

1. Act as liaison between the NACC and the SECURITY AGENCY;

2. Submit a Monthly Manpower Deployment Schedule to the Administrative Officer V of the Administrative Division - General Services (“AO V”).

3. Orient all security personnel to be assigned to NACC prior to deployment;

4. Evaluate and verify employee performance through the review of completed work assignments and work techniques, and submit a Monthly Performance Evaluation to the AO V.

5. Ensure compliance with NACC rules and regulations relative to the maintenance of safety and security of office premises.

6. Maintain records and prepare monthly reports relative to work of security staff, to be submitted to the AO V.

7. Conduct inspection to ensure compliance of security personnel to Security Plan.

8. Conduct investigations on complaints relative to the security of the office premises, or the performance or behavior of the security staff.

9. Inspect the condition of the security tools/equipment/supplies of the security personnel.

10. Immediately coordinate with the SECURITY AGENCY for the replacement of any security guard deployed to NACC should the security guard fail to possess the above-mentioned qualifications, fail to report to work, violate any of NACC’s rules, or be deemed unfit to work by NACC.

11. Perform other services necessary or desirable for the maintenance and use of the office premises and minister to the convenience and safety of NACC

officers, employees, and visitors.

C. Duties of the Security Staff

1. Daily Security Activities

a. Protection Against Unlawful Acts. The SECURITY AGENCY shall effectively and continuously safeguard and protect NACC employees, visitors and guests from assault, harassment, threat or intimidation, and other unlawful acts that can cause harm to their person and/or property within the NACC Central Office premises.

b. Health and Other Protocols. The SECURITY AGENCY shall enforce all existing office rules and regulations, including NACC protocols on COVID-19 prevention, if applicable, and those which may be prescribed by NACC from time to time.

c. Access Control. The SECURITY AGENCY shall secure ingress and egress of all persons, things, materials brought in and out of the NACC premises, and of vehicles using the designated parking areas. It shall conduct reasonable inspection of persons and properties as normally done in public places of public dominion or private ownership, for the purposes of ensuring safety and security against unauthorized persons or vehicles, and/or illegal or unauthorized possession of things and materials.

d. Surveillance. Daily security operations will involve conducting regular patrols of the office premises and diligently monitoring surveillance cameras and alarm systems. The security personnel will respond promptly to any suspicious activities or security breaches, employing a proactive approach to maintain a safe environment.

e. Visitor Management. The SECURITY AGENCY will implement effective visitor management protocols, requiring the registration and logging of all visitors entering the office. Security personnel will also provide necessary assistance and escort services to visitors as needed, ensuring that individuals have proper authorization to enter restricted areas.

f. Emergency Response. In the interest of preparedness, the SECURITY AGENCY will implement its submitted Emergency Protocol. This will include conducting regular drills for evacuation and other emergency scenarios, as well as establishing effective communication channels with local authorities in the event of emergencies. SECURITY AGENCY is also obliged to keep watch and take action to prevent or mitigate damage to NACCs facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents;

g. Incident Reporting. The SECURITY AGENCY shall submit reports of any incident that may have compromised security to the NACC management and/or lawful authorities, when necessary, for purposes of police and other official investigations. An incident log will be maintained, detailing the nature

and resolution of each occurrence, and timely reports will be provided to the office management.

h. Security Checks. Security personnel will conduct routine checks on doors, windows, and other access points to identify and address potential vulnerabilities. Regular inspections of security equipment, such as cameras and alarms, will be carried out to ensure proper functionality, and any issues will be promptly reported for resolution.

i. Communication. The SECURITY AGENCY will maintain open lines of communication with office management, utilizing radios or other communication devices for swift response to incidents. Regular updates on security activities and incidents will be provided to keep office management informed.

j. Key Control. The SECURITY AGENCY will exercise strict control over keys and access control devices, documenting the issuance and return of keys to ensure that only authorized individuals have access to designated areas.

k. Code of Conduct. Security personnel are expected to adhere to a comprehensive code of conduct emphasizing professionalism and ethical behavior. The use of excessive force is strictly prohibited unless deemed absolutely necessary, promoting a culture of responsible and measured security practices.

2. Prohibited Activities

a. Security personnel found to be under the influence of alcohol and/or prohibited drugs shall be immediately relieved and his/her post shall be declared abandoned. Security personnel are also strictly prohibited to smoke and use illegal substances within the premises of the PROCURING ENTITY, prohibited under Republic Act No. 9211 otherwise known as Tobacco Regulation Act of 2003, and Republic Act No. 9165 otherwise known as The Comprehensive Dangerous Drugs Act of 2002.

b. Security personnel found to be sleeping and/or bringing relatives and/or allowing entry of unauthorized persons while on duty and/or in improper or not in uniform shall be immediately replaced.

c. Security personnel must not disclose any confidential or sensitive information about the office, its employees, clients, or operations. This prohibition extends to sharing information with unauthorized individuals or entities.

d. Negligence or willful disregard of security duties, such as failing to perform regular patrols, monitor surveillance systems, or respond promptly to incidents, shall be a ground for replacement of the security guard.

Failure to observe any of the above duties shall be considered a violation of the contract by the SECURITY AGENCY.

IV. TERMS AND CONDITIONS OF THE CONTRACT

A. Performance Evaluation and Criteria. The SECURITY AGENCY shall maintain a satisfactory level of performance for the duration of the contract (“Contract”), to be evaluated based on the following criteria:

1. Quality of service delivered;
2. Time management;
3. Management and sustainability of personnel;
4. Availability of tools, equipment and consumable supplies;
5. Contract administration and management; and
6. Provision of regular progress reports on the condition of NACC’s premises in accordance with the housekeeping plan.

B. Performance-based Termination and Replacement of Security Personnel. Based on the performance evaluation subject of the preceding item, NACC, in its sole discretion, may terminate the Contract in case of the SECURITY AGENCY's failure to perform any of its obligations as enumerated in Section III - Scope of Work of this Terms of Reference. Likewise, NACC may order replacement of security personnel in case of unsatisfactory individual performance or non-compliance with the required security services.

C. Reassignment, Increase or Decrease of Guards. NACC shall, by written request, have the right to reassign within location and increase or decrease the number of security personnel assigned at specific areas depending upon the security demands of its office, subject to the adjustment of the payment considerations hereof, if applicable. NACC may also request additional security personnel to be assigned to its NCR Office, subject to the same terms and conditions as stated in the Contract and this Terms of Reference.

D. Indemnity. The SECURITY AGENCY shall be responsible for losses and/or damages suffered by NACC, its officers, employees and guests, and their properties by reason of the willful, unlawful or negligent act or omission of the SECURITY AGENCY or any of its personnel or representative.

E. Solidary Liability of the SECURITY AGENCY in case it is a joint Venture. In case the SECURITY AGENCY as a supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to NACC.

F. Liquidated Damages. In the event that the SECURITY AGENCY fails to satisfactorily perform the services stipulated in this Terms of Reference, inclusive of duly granted time extensions, if any, NACC shall without prejudice to its other remedies under the Conditions of Contract and other applicable laws, automatically deduct from the Contract Price as liquidated damages the applicable rate of one tenth (1/10) of one percent (1 %) of the cost of the unperformed or poorly performed portion for every day of delay until actual or proper performance.

In the event that the total sum of liquidated damages for such delay or inability by the SECURITY AGENCY to perform its obligations exceeds 10% of the Contract Price, NACC may rescind or terminate the Contract upon giving the SECURITY AGENCY written notice at least ten (10) calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies open to it. NACC needs not prove that it has incurred actual damages to be entitled to liquidate damages from the SECURITY AGENCY, and the same shall not be by way of penalty. NACC reserves the right to deduct any and all of the liquidated damages from any money due or which may become due to the SECURITY AGENCY under the Contract and/or from the warranty security or other securities posted by the SECURITY AGENCY, as NACC may deem convenient and expeditious under the prevailing circumstance.

G. Hold Harmless. The SECURITY AGENCY agrees to hold NACC entirely free and harmless from any liability, cause or causes of action, or claims which may be filed by any or all of its personnel by reason of his/her/their employment under the Contract, under the provisions of R.A. No. 602, otherwise known as the Minimum Wage Law, R.A. No. 4119, otherwise known as the Workmen's Compensation Act, and any other related law or laws which are already in effect, or which may hereafter be enacted, it being expressly agreed and understood that there is absolutely no privity between them and NACC, and that they are not employees of NACC, and the SECURITY AGENCY shall indemnify and/or reimburse NACC should the latter pay in advance any said claim, including damages incurred in connection therewith.

H. Confidentiality. The SECURITY AGENCY agrees that the services covered by the Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the SECURITY AGENCY may subject NACC to the compromise of its security, financial, material and operational loss, and therefore, the SECURITY AGENCY hereby agrees as follows:

a. The SECURITY AGENCY and any of its personnel shall not, during the term of the Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to NACC which the SECURITY AGENCY or its personnel may have acquired or which came to its/their knowledge or possession during the performance of their obligations to NACC.

b. Only persons expressly authorized in writing by NACC shall be allowed by the SECURITY AGENCY to have access to the documents/records in the custody of the SECURITY AGENCY. For this purpose, NACC shall inform the SECURITY AGENCY in writing of the persons authorized to have access to said documents/records.

c. The SECURITY AGENCY shall prevent any unauthorized person from gaining access to the documents/records described in the preceding Item.

I. Non-waiver of Rights. The failure of NACC to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that NACC may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn shall continue to be in full force and effect. No waiver by NACC of any of its rights under this Terms of Reference and the Contract shall be deemed to have been made unless expressed in writing and signed by it.

J. Severability. If any provision of the Contract or of any of its attachments should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

K. Binding Effect and Assignment of Rights. The Contract shall be binding upon the SECURITY AGENCY, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the SECURITY AGENCY shall not in any manner assign or transfer its rights and obligations under the Contract without the prior written consent of NACC.

L. Contract Amendment. Subject to applicable laws, the Contract may be amended or modified in writing upon mutual agreement of NACC and the SERVICE PROVIDER.

M. Application. Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in this Terms of Reference and those provided in the General and Special Conditions of Contract, the former shall prevail.

V. CONTRACT DURATION

The contract for this Project shall be effective for one (1) year from the date of the SECURITY AGENCY's receipt of the Notice to Proceed.

VI. MODE OF PAYMENT

A. Payment to the SECURITY AGENCY shall be made only for services actually rendered by it.

B. At the end of each month, the SECURITY AGENCY shall submit a billing statement, supported by the duly signed Daily Time Records (DTRs) of each security personnel showing the actual number of days and hours attended for each period.

Billing statements shall also be accompanied by copies of the previous month's pay slips, evidence of receipt of salary and wages by the security personnel, proof of remittance of premiums to Philhealth, PAG-IBIG, SSS and the Employees' Compensation Commission. No payment shall be made by NACC without the submission of the aforementioned requirements.

It is understood that this measure is to check whether the security personnel have been paid for individual services rendered in accordance with the stipulation herein and to ensure the security personnel's morale in the performance of their functions

C. The SECURITY AGENCY shall compensate the Security Personnel in such amounts that shall not be lower than those prescribed under labor law, rules and regulations on time;

D. Failure of the SECURITY AGENCY to pay the amount of compensation due to the security guards for a period of one (1) month shall be a basis/grounds for the termination of contract;

E. SECURITY AGENCY hereby agrees that absences and tardiness of its personnel shall be deducted from its monthly billings. Computation of deductions shall be based on labor cost only. In case of absences of security personnel, the SECURITY AGENCY should ensure that a replacement will be deployed to the NACC Office. In the event of long absences or cumulative absence of five (5) days, the SECURITY AGENCY must make necessary adjustment to find a replacement.

VII. APPROVED BUDGET FOR THE CONTRACT

This Project shall be opened to the public for bidding with an Approved Budget for the Contract (ABC) amounting to **Four Million Two Hundred Sixty Thousand Pesos Only (P4,260,000.00)** for a period of one year.

Upon award of the Contract for this Project to the winning bidder, the Total Contract Price (TCP) shall be the amount of the winning bid, which shall not be greater than the ABC. The TCP shall be deemed to be inclusive of all costs incurred by SECURITY AGENCY in performing its Services, including:

A. Wages, salaries, benefits, and any other forms of compensation payable to security staff.

B. The cost of acquiring, renting, leasing, or maintaining any equipment, tools, and consumables necessary for the performance of the Services.

C. The cost of any supplies, materials, and resources consumed during the performance of the Services.

D. All applicable taxes, fees, levies, and any other governmental charges relating to the performance of the Services, including, but not limited to, value-added tax (VAT), social security contributions, and withholding taxes.

The "Services" referred to herein shall encompass, but not be limited to, all tasks, obligations, and deliverables detailed in:

1. This Terms of Reference;

2. The bidding documents and contract, including any attachments or appendices referenced therein; and

3. Any subsequent written amendments or variations to the TOR and the contract mutually agreed upon by the parties.

SECURITY AGENCY shall not be entitled to claim any additional payments or reimbursements from NACC for any costs associated with the performance of the Services, except as expressly provided for in this agreement or any written amendment thereof.

The TCP shall be fixed, not to be adjusted during the contract implementation, except in the following cases:

1. When the increase in the minimum daily wage pursuant to law, i.e., wage orders issued after the publication of the Invitation to Bid for this Project, exceeds the daily rates specified in this Terms of Reference;
2. When there is an increase in taxes; and
3. When, during the term of the Contract, NACC sees the need for an increase or decrease in the number of security personnel and their administrative personnel and the resulting cost exceeds that of the TCP, provided, that the said cost shall not exceed the ABC for the relevant year.

Annex "A"

SET OF MINIMUM REQUIREMENTS

SECURITY SERVICES

1. Stability

a. Years of Experience - At least 5 years from the date of bid submission. Submit Articles of Incorporation and latest General Information Sheet, with proof of filing with the Securities and Exchange Commission.

b. Liquidity of the Contractor - Net Financial Contracting Capacity (NFCC) of at least equal to ABC, which is computed as follows:

NFCC = ((Current assets minus current liabilities) (15)) minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid. The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

c. Organizational Set-up – Submit Organizational Chart

2. Qualifications

The following certifications and clearances should be submitted during post qualification:

a. Certification of no delinquency from PhilHealth, PAG-IBIG and SSS;

b. Certificate of compliance with labor laws and other social legislation from DOLE;

c. NLRC Clearance (Certificate of Pending/No Pending Case on Appeal); and

	<p>d. Certifications of mentioned in paragraphs “G” and “H” of Section II.</p> <p>3. Employee Information</p> <p>After receipt of the Notice of Award (NOA) but before deployment, the SECURITY AGENCY must provide NACC with a complete and up-to-date list of security personnel, photograph, and Personal Data Sheet of the security guards to be assigned to the NACC Central Office. In case of a replacement, the Personal Data Sheet with picture of the new janitor must be submitted for evaluation by the Technical Working Group (TWG).</p> <p>4. Other Factors</p> <p>a. Recruitment and Selection Criteria</p> <ul style="list-style-type: none"> - For nine (9) security guards: Filipino citizen, between 18 and 45 years of age, at least a high school graduate - For one (1) head guard: not more than 50 years of age, reached college level - Physically and mentally fit, with good moral character and reputation, without any pending criminal case before any court or body, and has not been convicted by final judgment of any crime - With clearance from PNP, NBI and Barangay Clearance - With medical certificate and drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions <p>b. Completeness of Uniforms and Other Paraphernalia;</p> <p>c. Company Manual of Operations with disciplinary measures; and</p> <p>d. Security Plan</p>
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	<p>0.1 The LCB shall submit three (3) sets of true copies of the original certified as such by the bidder or his duly authorized signatory within a non-extendible period of five (5) calendar days from receipt of the notification arranged, numbered and tabbed as enumerated below:</p> <p>(a) Latest Annual Tax Return filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar or fiscal year income (per Revenue Regulations 3-2005);</p> <p>(b) Latest Business Tax Return filed thru Electronic Filing and Payment System (EFPS) duly validated with the tax payments made thereon also refers to the Value Added Tax (VAT) or Percentage Tax Returns covering the previous six (6) months (per Revenue Regulations 3-2005);</p>
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	<p>The latest income and business tax returns are those within the last six months preceding the date of bid submission</p> <p>(c) Articles of Incorporation and General Information Sheet (GIS), in case the Bidder has submitted a SEC registration as part of the Eligibility Documents, if applicable; and</p> <p>(d) Valid and current Certificate of PhilGEPS Registration and Membership – Platinum (In the event the bidder opted to submit only the Class “A” Eligibility Documents (Pursuant to GPPB Circular 07-2017 dated 31 July 2017).</p> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p> <p>NOTE:</p> <p>1) In case of a JVA, each joint venture partners shall submit the above-cited Post-qualification Documentary Requirements (GPPB NPM 006-2010 dated 04 February 2010).</p> <p>2) As the possible Single/Lowest Calculated Responsive Bidder (S/LCRB), please provide the COBAC – B, soft copy in “Word” and in PDF the Technical Specifications you submitted during the Submission and Opening of Bids for the above-cited procurement project.</p> <p>3) All submitted documents during the Submission and Opening of Bids (original and the two (2) copies) by the S/LCB must be true copies of the original certified as such by the Bidder’s duly authorized signatory</p>
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<p>LOT 2</p>	<p style="text-align: center;">TERMS OF REFERENCE</p> <p>SECURITY SERVICES FOR NACC RACCO NCR, 4A, 4B OFFICE FOR 2024</p> <p>The National Authority for Child Care (NACC), through its Bids and Awards Committee (BAC) is inviting interested and qualified parties to bid for the provision of security services in accordance with this Terms of Reference.</p> <p>I. BIDDING ON THE PROCUREMENT OF SECURITY SERVICES</p> <p>Pursuant to Section 5 (h) of R.A. No. 9184, as reiterated in Section 5 (r) of its 2016 Revised Implementing Rules and Regulations (IRR), general support services, including non- personal or contractual services such as security and security services, fall under the category of Goods. As a matter of policy, in order to achieve proper and efficient procurement of the Security Services for the NACC Central Office for a Period of One Year (“Project”), NACC shall take into consideration other factors aside from the cost to determine the winning bid, such as, but not limited to, contracts with other clients, standards of internal governance, adequacy of resources, levels of training and adherence to labor and other social legislation.</p>
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The minimum requirements prescribed in this Terms of Reference (TOR) shall be the basis for evaluating the Technical Proposals of the bidders. The Financial Proposal shall be accompanied or supported by a breakdown of all costs, including the cost of supplies and equipment necessary for the execution of the contract. The winning bidder, hereinafter referred to as "SECURITY AGENCY" shall be awarded the contract for this Project.

II. QUALIFICATIONS AND TECHNICAL REQUIREMENTS

A. The SERVICE PROVIDER shall provide a total of two (2) security guards. All shall be licensed and well-trained. The two (2) security guards should be at least high school graduates, with at least three (3) years of related experience..

B. The following documents, certifications, and clearances should be included in the bid submission:

1. General Information Sheet, if a corporation;
2. Organizational Chart;
3. License to Operate issued by the Philippine National Police (PNP);
4. Company Manual of Operations with disciplinary measures; and
5. Security Plan comprising of the following:
 - a. Operational plan and tour of duties;
 - b. Site Inspection prior to submitting a bid is mandatory, to be signed by the authorized representative of the Administrative Division;
 - c. Detailed measures and innovations to be undertaken to ensure that the entries and exits of all persons to and from the premises of NACC are monitored, the loss of NACC properties and its personnel's personal effects are avoided, and harm to said persons and properties is prevented;
 - d. Emergency Protocol - Detailed measures and protocol for fortuitous events such as bomb threat, fire, robbery, hostage situation, terrorism, or natural calamity; and
 - e. VIP Protocol - Security personnel will not be utilized as bodyguard of the VIP/s. Instead, the SECURITY AGENCY must include in their security plan policies that will be applied whenever the agency has VIP for proper coordination of security personnel of the VIP.
 - f. Performance Evaluation Report from previous engagement (must have at least very satisfactorily rating/evaluation)

C. The SECURITY AGENCY must submit during the post qualification stage certifications of no delinquency of monthly premium payments for both itself and its employees, secured where its principal place of business is located and issued within the last six months from the date of submission of its proposal by the following agencies:

1. Certification of no delinquency of premium payments from Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (PAG-IBIG Fund); and Social Security System (SSS);

2. Certificate of compliance with labor laws and other social legislation from DOLE; and
3. NLRC Clearance (Certificate of Pending/No Pending Case on Appeal).

In addition, certifications mentioned in paragraphs “G” and “H” of this Section should be submitted by the SECURITY AGENCY during post qualification.

D. The SECURITY AGENCY must comply with all the minimum requirements set in Annex “A” and submit for each security guard the following documentary requirements after receipt of Notice of Award (NOA) but prior to deployment:

1. Complete list of names of all guards with up-to-date photograph and Personal Data Sheet with proof of educational attainment attached;
2. Medical certificate and drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions, valid within six (6) months from the date of submission of the bidder’s proposal;
3. A neurological/psychiatric test clearance for each security guard, valid within six (6) months from the date of submission of the bidder’s proposal;
4. Certificate/s of training issued by reputable training company;
5. Copy of NBI and Barangay Clearance; and
6. For each security guard, a Private Security License Card issued by the SOSIA and clearance issued by the National Bureau of Investigation, valid on the date of the opening of bids for this project, and subject to renewal, if the same should expire during the contract implementation.

E. The SECURITY AGENCY must be duly licensed and registered with a proper and valid License to Operate (LTO) issued by the Philippine National Police (PNP) – Supervisory Office on Security and Investigation Agencies (SOSIA), an authenticated copy of which must be submitted to NACC.

If it is a member of the Philippine Association of Detective and Protection Agency Operators, Inc. (PADPAO), it must submit a copy of its PADPAO Certificate of Membership/Registration.

The winning bidder shall be required to submit a copy of the PNP-SOSIA LTO and/or PADPAO Certificate of Membership/Registration before the issuance of the Notice to Proceed.

F. The SECURITY AGENCY must have experience of at least five (5) years prior to the date of submission of its bid.

G. Each personnel of the SECURITY AGENCY must be a Filipino citizen, physically and mentally fit, with good moral character and reputation, without any pending criminal case before any court or body, and has not been convicted by final judgment of any crime. A certification for this matter must be submitted by the agency during the Post Qualification stage.

H. Each personnel of the SECURITY AGENCY must have relevant training appropriate for the position, i.e., pre-licensing training programs for new recruits and refresher training programs for those with more than one year experience. All documents must be submitted during the Post Qualification stage.

I. The SECURITY AGENCY must have the financial capacity to directly pay at least three (3) months in advance of the amount of the salary and wages in favor of its employees.

J. All guards to be assigned hereunder shall be first introduced by the SECURITY AGENCY to, and accepted by, NACC Administrative Division. Assignment, details, substitution, and other deployment specifics shall be set forth in the appropriate contract.

K. For the faithful compliance of the Scope of Work and the Terms and Conditions of the Contract, the SECURITY AGENCY shall be required to post a performance bond in favor of NACC in the equivalent amount and form according to the schedule provided in the bidding documents for this project, in accordance with Section 39.1 of R.A. No. 9184.

III. SCOPE OF WORK

A. Obligations of the SECURITY AGENCY

1. The SECURITY AGENCY shall provide two (2) security guards, consistent and quality security services 24 hours daily, inclusive of Saturdays, Sundays and Holidays at the NACC RACCO (NCR, 4A, 4B) Office located at 4th Floor Texkonstruct Building 168 Luna Mencias Street Addition Hills, San Juan City.

2. After receipt of Notice to Proceed but before deployment, the SECURITY AGENCY shall provide the NACC Administrative Division with a complete list with photographs of its employees. The SECURITY AGENCY shall update such list when necessary, such as when changes are made upon it due to the reassignment, resignation, or retirement of any of the security guards detailed at NACC RACCO (NCR, 4A, 4B) Office.

3. The SECURITY AGENCY shall station a minimum of two (2) security guards, all of whom are eligible by the qualifications set herein, at strategic points within NACC RACCO (NCR, 4A, 4B) Office premises, including its designated parking areas. The SECURITY AGENCY shall post the security personnel to the following offices and facilities of the NACC:

Place of Assignment	Location	No. of Guards
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National Authority for Child Care – RACCO (NCR, 4A,4B)	4th Floor Texkonstruct Building 168 Luna Mencias Street Addition Hills, San Juan City, Philippines	2
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4. The posting of the Security Personnel shall be as follows:

Shift	Time	Number of Security
Morning Shift	7:00AM to 7:00 PM	1
Evening Shift	7:00PM to 7:00 AM	1

5. The SECURITY AGENCY shall provide sets of appropriate uniforms of good quality materials, i.e., standard company uniform with identification card, personal protective equipment (PPE), when necessary, and ensure that each security staff on duty is well-groomed.

6. For the protection of the guards on duty, the SECURITY AGENCY should provide protective equipment to the security guards as follows but not limited to protective eye covering/face shield; face mask; disposable gloves, alcohol or alcohol based hand sanitizer, disinfecting solution for their handheld radio, ammunition, night stick and other equipment necessary during their duty.

7. The SECURITY AGENCY shall provide while on duty at NACC all its security personnel, unless stated otherwise, the following:

- a. Ultra-high frequency (UHF) handheld radios and one (1) extra unit to be stationed at the area of the Administrative Division Head;
- b. Cellular phone/s for the use of the security guards to serve as backup in case a problem with the existing radio communication arises, to ensure continuity of communication among the security personnel;
- c. Original, branded, and duly licensed 9mm pistol with 11 rounds of ammunitions;
- d. Nightsticks; and
- e. Handheld metal detectors.

NACC reserves the right to conduct inspection to ensure compliance to this requirement.

8. The SECURITY AGENCY shall correct any shortcomings on its part in the delivery of services to the satisfaction of NACC, which shall not be limited to the replacement of any guard or needed security equipment within twenty-four (24) hours upon receipt of notice from NACC.

B. Duties of the Head Guard

- 1. Act as liaison between the NACC and the SECURITY AGENCY;
- 2. Submit a Monthly Manpower Deployment Schedule to the Administrative Officer V of the Administrative Division - General Services (“AO V”).

	<p>3. Orient all security personnel to be assigned to NACC prior to deployment;</p> <p>4. Evaluate and verify employee performance through the review of completed work assignments and work techniques, and submit a Monthly Performance Evaluation to the AO V.</p> <p>5. Ensure compliance with NACC rules and regulations relative to the maintenance of safety and security of office premises.</p> <p>6. Maintain records and prepare monthly reports relative to work of security staff, to be submitted to the AO V.</p> <p>7. Conduct inspection to ensure compliance of security personnel to Security Plan.</p> <p>8. Conduct investigations on complaints relative to the security of the office premises, or the performance or behavior of the security staff.</p> <p>9. Inspect the condition of the security tools/equipment/supplies of the security personnel.</p> <p>10. Immediately coordinate with the SECURITY AGENCY for the replacement of any security guard deployed to NACC should the security guard fail to possess the above-mentioned qualifications, fail to report to work, violate any of NACC's rules, or be deemed unfit to work by NACC.</p> <p>11. Perform other services necessary or desirable for the maintenance and use of the office premises and minister to the convenience and safety of NACC officers, employees, and visitors.</p> <p>C. Duties of the Security Staff</p> <p>1. Daily Security Activities</p> <p>a. Protection Against Unlawful Acts. The SECURITY AGENCY shall effectively and continuously safeguard and protect NACC employees, visitors and guests from assault, harassment, threat or intimidation, and other unlawful acts that can cause harm to their person and/or property within the NACC Central Office premises.</p> <p>b. Health and Other Protocols. The SECURITY AGENCY shall enforce all existing office rules and regulations, including NACC protocols on COVID-19 prevention, if applicable, and those which may be prescribed by NACC from time to time.</p> <p>c. Access Control. The SECURITY AGENCY shall secure ingress and egress of all persons, things, materials brought in and out of the NACC premises, and of</p>
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vehicles using the designated parking areas. It shall conduct reasonable inspection of persons and properties as normally done in public places of public dominion or private ownership, for the purposes of ensuring safety and security against unauthorized persons or vehicles, and/or illegal or unauthorized possession of things and materials.

d. Surveillance. Daily security operations will involve conducting regular patrols of the office premises and diligently monitoring surveillance cameras and alarm systems. The security personnel will respond promptly to any suspicious activities or security breaches, employing a proactive approach to maintain a safe environment.

e. Visitor Management. The SECURITY AGENCY will implement effective visitor management protocols, requiring the registration and logging of all visitors entering the office. Security personnel will also provide necessary assistance and escort services to visitors as needed, ensuring that individuals have proper authorization to enter restricted areas.

f. Emergency Response. In the interest of preparedness, the SECURITY AGENCY will implement its submitted Emergency Protocol. This will include conducting regular drills for evacuation and other emergency scenarios, as well as establishing effective communication channels with local authorities in the event of emergencies. SECURITY AGENCY is also obliged to keep watch and take action to prevent or mitigate damage to facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents;

g. Incident Reporting. The SECURITY AGENCY shall submit reports of any incident that may have compromised security to the NACC management and/or lawful authorities, when necessary, for purposes of police and other official investigations. An incident log will be maintained, detailing the nature and resolution of each occurrence, and timely reports will be provided to the office management.

h. Security Checks. Security personnel will conduct routine checks on doors, windows, and other access points to identify and address potential vulnerabilities. Regular inspections of security equipment, such as cameras and alarms, will be carried out to ensure proper functionality, and any issues will be promptly reported for resolution.

i. Communication. The SECURITY AGENCY will maintain open lines of communication with office management, utilizing radios or other communication devices for swift response to incidents. Regular updates on security activities and incidents will be provided to keep office management informed.

j. Key Control. The SECURITY AGENCY will exercise strict control over keys and access control devices, documenting the issuance and return of keys to ensure that only authorized individuals have access to designated areas.

k. Code of Conduct. Security personnel are expected to adhere to a comprehensive code of conduct emphasizing professionalism and ethical behavior.

The use of excessive force is strictly prohibited unless deemed necessary, promoting a culture of responsible and measured security practices.

2. Prohibited Activities

a. Security personnel found to be under the influence of alcohol and/or prohibited drugs shall be immediately relieved and his/her post shall be declared abandoned. Security personnel are also strictly prohibited to smoke and use illegal substances within the premises of the PROCURING ENTITY, prohibited under Republic Act No. 9211 otherwise known as Tobacco Regulation Act of 2003, and Republic Act No. 9165 otherwise known as The Comprehensive Dangerous Drugs Act of 2002.

b. Security personnel found to be sleeping and/or bringing relatives and/or allowing entry of unauthorized persons while on duty and/or in improper or not in uniform shall be immediately replaced.

c. Security personnel must not disclose any confidential or sensitive information about the office, its employees, clients, or operations. This prohibition extends to sharing information with unauthorized individuals or entities.

d. Negligence or willful disregard of security duties, such as failing to perform regular patrols, monitor surveillance systems, or respond promptly to incidents, shall be a ground for replacement of the security guard.

Failure to observe any of the above duties shall be considered a violation of the contract by the SECURITY AGENCY.

IV. TERMS AND CONDITIONS OF THE CONTRACT

A. Performance Evaluation and Criteria. The SECURITY AGENCY shall maintain a satisfactory level of performance for the duration of the contract (“Contract”), to be evaluated based on the following criteria:

1. Quality of service delivered;
2. Time management;
3. Management and sustainability of personnel;
4. Availability of tools, equipment and consumable supplies;
5. Contract administration and management; and
6. Provision of regular progress reports on the condition of NACC’s premises in accordance with the housekeeping plan.

B. Performance-based Termination and Replacement of Security Personnel. Based on the performance evaluation subject of the preceding item, NACC, in its sole discretion, may terminate the Contract in case of the SECURITY AGENCY's failure to perform any of its obligations as enumerated in Section III - Scope of

Work of this Terms of Reference. Likewise, NACC may order replacement of security personnel in case of unsatisfactory individual performance or non-compliance with the required security services.

C. Reassignment, Increase or Decrease of Guards. NACC shall, by written request, have the right to reassign within location and increase or decrease the number of security personnel assigned at specific areas depending upon the security demands of its office, subject to the adjustment of the payment considerations hereof, if applicable. NACC may also request additional security personnel to be assigned to its NCR Office, subject to the same terms and conditions as stated in the Contract and this Terms of Reference.

D. Indemnity. The SECURITY AGENCY shall be responsible for losses and/or damages suffered by NACC, its officers, employees and guests, and their properties by reason of the willful, unlawful or negligent act or omission of the SECURITY AGENCY or any of its personnel or representative.

E. Solidary Liability of the SECURITY AGENCY in case it is a joint Venture. In case the SECURITY AGENCY as a supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to NACC.

F. Liquidated Damages. In the event that the SECURITY AGENCY fails to satisfactorily perform the services stipulated in this Terms of Reference, inclusive of duly granted time extensions, if any, NACC shall without prejudice to its other remedies under the Conditions of Contract and other applicable laws, automatically deduct from the Contract Price as liquidated damages the applicable rate of one tenth (1/10) of one percent (1 %) of the cost of the unperformed or poorly performed portion for every day of delay until actual or proper performance.

In the event that the total sum of liquidated damages for such delay or inability by the SECURITY AGENCY to perform its obligations exceeds 10% of the Contract Price, NACC may rescind or terminate the Contract upon giving the SECURITY AGENCY written notice at least ten (10) calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies open to it. NACC needs not prove that it has incurred actual damages to be entitled to liquidate damages from the SECURITY AGENCY, and the same shall not be by way of penalty. NACC reserves the right to deduct any and all of the liquidated damages from any money due or which may become due to the SECURITY AGENCY under the Contract and/or from the warranty security or other securities posted by the SECURITY AGENCY, as NACC may deem convenient and expeditious under the prevailing circumstance.

G. Hold Harmless. The SECURITY AGENCY agrees to hold NACC entirely free and harmless from any liability, cause or causes of action, or claims which may be filed by any or all of its personnel by reason of his/her/their employment under the Contract, under the provisions of R.A. No. 602, otherwise known as the Minimum Wage Law, R.A. No. 4119, otherwise known as the Workmen's Compensation Act, and any other related law or laws which are already in effect, or which may hereafter be enacted, it being expressly agreed and understood that there is absolutely no privity between them and NACC, and that they are not employees of NACC, and the SECURITY AGENCY shall indemnify and/or reimburse NACC

should the latter pay in advance any said claim, including damages incurred in connection therewith.

H. Confidentiality. The SECURITY AGENCY agrees that the services covered by the Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the SECURITY AGENCY may subject NACC to the compromise of its security, financial, material and operational loss, and therefore, the SECURITY AGENCY hereby agrees as follows:

a. The SECURITY AGENCY and any of its personnel shall not, during the term of the Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to NACC which the SECURITY AGENCY or its personnel may have acquired or which came to its/their knowledge or possession during the performance of their obligations to NACC.

b. Only persons expressly authorized in writing by NACC shall be allowed by the SECURITY AGENCY to have access to the documents/records in the custody of the SECURITY AGENCY. For this purpose, NACC shall inform the SECURITY AGENCY in writing of the persons authorized to have access to said documents/records.

c. The SECURITY AGENCY shall prevent any unauthorized person from gaining access to the documents/records described in the preceding Item.

I. Non-waiver of Rights. The failure of NACC to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that NACC may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn shall continue to be in full force and effect. No waiver by NACC of any of its rights under this Terms of Reference and the Contract shall be deemed to have been made unless expressed in writing and signed by it.

J. Severability. If any provision of the Contract or of any of its attachments should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

K. Binding Effect and Assignment of Rights. The Contract shall be binding upon the SECURITY AGENCY, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the SECURITY AGENCY shall not in any manner assign or transfer its rights and obligations under the Contract without the prior written consent of NACC.

L. Contract Amendment. Subject to applicable laws, the Contract may be amended or modified in writing upon mutual agreement of NACC and the SERVICE PROVIDER.

M. Application. Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in this Terms of Reference and those

provided in the General and Special Conditions of Contract, the former shall prevail.

V. CONTRACT DURATION

The contract for this Project shall be effective for one (1) year from the date of the SECURITY AGENCY's receipt of the Notice to Proceed.

VI. MODE OF PAYMENT

A. Payment to the SECURITY AGENCY shall be made only for services actually rendered by it.

B. At the end of each month, the SECURITY AGENCY shall submit a billing statement, supported by the duly signed Daily Time Records (DTRs) of each security personnel showing the actual number of days and hours attended for each period.

Billing statements shall also be accompanied by copies of the previous month's pay slips, evidence of receipt of salary and wages by the security personnel, proof of remittance of premiums to Philhealth, PAG-IBIG, SSS and the Employees' Compensation Commission. No payment shall be made by NACC without the submission of the aforementioned requirements.

It is understood that this measure is to check whether the security personnel have been paid for individual services rendered in accordance with the stipulation herein and to ensure the security personnel's morale in the performance of their functions

C. The SECURITY AGENCY shall compensate the Security Personnel in such amounts that shall not be lower than those prescribed under labor law, rules and regulations on time;

D. Failure of the SECURITY AGENCY to pay the amount of compensation due to the security guards for a period of one (1) month shall be a basis/grounds for the termination of contract;

E. SECURITY AGENCY hereby agrees that absences and tardiness of its personnel shall be deducted from its monthly billings. Computation of deductions shall be based on labor cost only. In case of absences of security personnel, the SECURITY AGENCY should ensure that a replacement will be deployed to the NACC RACCO (NCR,4A,4B) Office. In the event of long absences or cumulative absence of five (5) days, the SECURITY AGENCY must make necessary adjustment to find a replacement.

VII. APPROVED BUDGET FOR THE CONTRACT

This Project shall be opened to the public for bidding with an Approved Budget for

the Contract (ABC) amounting to Four Million Two Hundred Sixty Thousand Pesos Only (P1,218,000.00) for a period of one year.

Upon award of the Contract for this Project to the winning bidder, the Total Contract Price (TCP) shall be the amount of the winning bid, which shall not be greater than the ABC. The TCP shall be deemed to be inclusive of all costs incurred by SECURITY AGENCY in performing its Services, including:

- A. Wages, salaries, benefits, and any other forms of compensation payable to security staff.
- B. The cost of acquiring, renting, leasing, or maintaining any equipment, tools, and consumables necessary for the performance of the Services.
- C. The cost of any supplies, materials, and resources consumed during the performance of the Services.
- D. All applicable taxes, fees, levies, and any other governmental charges relating to the performance of the Services, including, but not limited to, value-added tax (VAT), social security contributions, and withholding taxes.

The "Services" referred to herein shall encompass, but not be limited to, all tasks, obligations, and deliverables detailed in:

- 1. This Terms of Reference;
- 2. The bidding documents and contract, including any attachments or appendices referenced therein; and
- 3. Any subsequent written amendments or variations to the TOR and the contract mutually agreed upon by the parties.

SECURITY AGENCY shall not be entitled to claim any additional payments or reimbursements from NACC for any costs associated with the performance of the Services, except as expressly provided for in this agreement or any written amendment thereof.

The TCP shall be fixed, not to be adjusted during the contract implementation, except in the following cases:

- 1. When the increase in the minimum daily wage pursuant to law, i.e., wage orders issued after the publication of the Invitation to Bid for this Project, exceeds the daily rates specified in this Terms of Reference;
- 2. When there is an increase in taxes; and
- 3. When, during the term of the Contract, NACC sees the need for an increase or decrease in the number of security personnel and their administrative personnel and the resulting cost exceeds that of the TCP, provided, that the said cost shall not exceed the ABC for the relevant year.

Annex "A"

SET OF MINIMUM REQUIREMENTS

SECURITY SERVICES

1. Stability

a. Years of Experience - At least 5 years from the date of bid submission. Submit Articles of Incorporation and latest General Information Sheet, with proof of filing with the Securities and Exchange Commission.

b. Liquidity of the Contractor - Net Financial Contracting Capacity (NFCC) of at least equal to ABC, which is computed as follows:

NFCC = ((Current assets minus current liabilities) (15)) minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid. The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

c. Organizational Set-up – Submit Organizational Chart

2. Qualifications

The following certifications and clearances should be submitted during post qualification:

- a. Certification of no delinquency from PhilHealth, PAG-IBIG and SSS;
- b. Certificate of compliance with labor laws and other social legislation from DOLE;
- c. NLRC Clearance (Certificate of Pending/No Pending Case on Appeal); and
- d. Certifications of mentioned in paragraphs “G” and “H” of Section II.

3. Employee Information

After receipt of the Notice of Award (NOA) but before deployment, the SECURITY AGENCY must provide NACC with a complete and up-to-date list of security personnel, photograph, and Personal Data Sheet of the security guards to be assigned to the NACC Central Office. In case of a replacement, the Personal Data Sheet with picture of the new janitor must be submitted for evaluation by the Technical Working Group (TWG).

4. Other Factors

a. Recruitment and Selection Criteria

- For two (2) security guards: Filipino citizens, between 18 and 45 years of age, at least a high school graduate
- Physically and mentally fit, with good moral character and reputation, without any pending criminal case before any court or body, and has not been

	<p>convicted by final judgment of any crime</p> <ul style="list-style-type: none">- With clearance from PNP, NBI and Barangay Clearance- With medical certificate and drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions <p>b. Completeness of Uniforms and Other Paraphernalia;</p> <p>c. Company Manual of Operations with disciplinary measures; and</p> <p>d. Security Plan</p>
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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) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

III. ADDITIONAL DOCUMENTARY REQUIREMENTS TO BE ATTACHED IN THE TECHNICAL SPECIFICATIONS FORM:

- (a) Warranty Certificate
- (b) Certificate of After Sales Service and Parts;
- (c) After Support within one (1) year / Certification of Availability of Parts
- (d) The bidder shall submit any of the following whichever is applicable:
 1. If the bidder is the manufacturer, certify that the bidder manufactures the products/items; or
 2. If the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items, Certificate or Contract from the manufacturer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items; or
 3. If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:
 - i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and
 - ii. Contract between the distributor/dealer and the bidder.
- (e) Original Brochure or downloaded from the internet, other manufacturer's un-amended sales literature, unconditional statements of the specifications and compliance issued by the manufacturer, samples, independent test data etc, as appropriate for cross referencing statement of the compliance to what is indicated in the 2nd page of Section VIII: Technical Specifications of the Bidding Document;
- (f) Certification that this product should still be available in the market for the next three (3) years.
- (g) Sworn Statement *using the prescribed form*

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 : _____
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Project : _____

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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
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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

DO NOT OPEN
(DATE AND TIME OF OPENING)

SEALED AND SIGNED

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 : _____

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Financial Component

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Address: _____
(Address of Bidder)

Project : _____

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ABC : _____

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DO NOT OPEN
(DATE AND TIME OF OPENING)

SEALED AND SIGNED

