PHILIPPINE BIDDING DOCUMENTS

PUBLIC BIDDING FOR THE PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION, LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT OIL MILL, INC. (SPMC-2022-001)

Sixth Edition

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.

Table of Contents

Glossary of Ad	cronyms, Terms, and Abbreviations1-3
	tation to Bid
Section II. Inst	ructions to Bidders
1.	Scope of Bid
2.	Funding Information
3.	Bidding Requirements
4.	Corrupt, Fraudulent, Collusive, and Coersive Practices
5.	Eligible Bidders
6.	Origin of Goods
7.	Subcontracts
8.	Pre-Bid Conference
9.	Clarification and Amendment of Bidding Documents
10.	Documents comprising the Bid: Eligibility and Technical Components
11.	Documents comprising the Bid: Financial Component
12.	Bid Prices
13.	Bid and Payment Currencies
	Bid Security
	Sealing and Markings of Bids
	Dealine for Submission of Bids
17.	Opening and Preliminary Examination of Bids
18.	Domestic Preference
	Detailed Evaluation and Comparison of Bids
	Post-Qualification
21.	Signing of the Contract
Section III. Bi	d Data Sheet19-20
Section IV. Ge	eneral Condition of Contract
1.	Scope of Contract
2.	Advance Payment and Terms of Payment
3.	Performance Security
4.	Inspection and Tests
5.	Warranty
6.	Liability of the Supplier
Section V. Spe	ecial Conditions of Contract24-30
Section VI. Sc	hedule of Requirements
Section VII. T	echnical Specifications
Section VIII. O	Checklist of Technical and Financial Documents
Section IX. Bi	dding Form40-54
Section X. Sec	curity Plan55-69

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 II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Coconut Industry Investment Fund - San Pablo Manufacturing Corporation wishes to receive Bids for the **Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc**, with identification number **SPMC-2022-001**.

The Procurement Project (referred to herein as "Project") is composed of 1 lot - Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. & Southern Luzon Coconut Oil Mills, Inc. 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 CY 2022 in the amount of Fourteen Million Seven Hundred Twenty-Two Thousand Two Hundred Twenty-One Pesos and Eleven Centavos (PHP 14,722,221.11),

2.2 The source of funding is the Approved Corporate Operating Budget

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

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

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

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

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

6. Origin of Goods

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

7. Subcontracts

7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

b. Subcontracting is not allowed.

7.2 [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3 [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **CIIF-OMG**, **Rizal Conference Room**, **16th Floor UCPB Building**, **Makati Avenue**, **Makati City** and/or through **video conferencing** as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents).**

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied

by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - **a**. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, 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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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, which shall be awarded as separate contracts per item.

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. Not applicable

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause 5.3 For this purpose, contracts similar to the Project shall be: Security Services. a. b. The bidder's SLCC similar to the contract to be bid should have been completed within three (3) years prior to the deadline for the submission and receipt of bids. (Use attached Annex "A-1") 7.1 Sub-contracting is not allowed 12 No further Instructions 14.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **PHP 294,444.42** [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PHP 736,111.06 [5% of ABC] if bid security is in Surety Bond. 15 Each Bidder shall submit one (1) original, one (1) duplicate and one (1) PDF file in USB copies of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly labeled. 19.3 No further Instructions 20.2 No further instructions

Bid Data Sheet

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award 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 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

Special Conditions of Contract

GCC Clause			
1	1. DURATION OF CONTRACT		
	The Security Service Provider shall undertake security services as herein mentioned, covering the period from April 1, 2022 to March 31, 2023		
	2. QUALIFICATION REQUIREMENTS OF THE SERVICE PROVIDER		
	 I. The Security Service Provider shall warrant that every security guard assigned to CIIF Companies must be duly licensed, properly skilled/trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications: a. Must be a Filipino citizen; 		
	 Must have completed at least a two-year college or vocational course or high school graduate with adequate knowledge in communicating in English language; 		
	c. Must have at least three (3) years relevant experience as a security guard or its equivalent;		
	d. Must be physically and mentally fit, with height of at least 5'4" for male and at least 5'3" for female, and at least twenty-one (21) but not more than fifty-five (55) years of age;		
	e. Must have passed and undergone regular security service training, psychological evaluation test, neuro-psychiatric examination, and drug test. The security guard must submit results taken within the last six (6) months;		
	f. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or in any office of the prosecutor, or any police record involving criminal acts;		
	 g. Must be duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government offices issuing clearances for employment; 		
	h. Must have relevant training on emergency response with corresponding certificate of attendance/participation conducted by DOLE accredited training centers; and		
	i. Knowledgeable in writing regular security reports.		
	The above enumerated qualifications shall be continuing in character. Absence of any one of them at any given time renders the Security		

	Guard as ineligible or unqualified and shall be removed from the service.
II.	The Security Service Provider shall submit the following documentary requirements prior to posting of security guards:
	 a. Personal Data Sheet; b. Data on work experience; c. NBI Clearance; d. PNP Clearance; e. Barangay Clearance; f. Physical, Medical, Health Certificate; g. Psycho–Neurotic Exam; h. Drug Test; i. Covid Vaccination Card (Fully Vaccinated)
III.	 The Security Service Provider shall submit to CIIF COMPANIES a copy of monthly detailed payroll, including deductions (previous month). As need arises, the CIIF COMPANIES may require to submit the proof of the following: a. Wages and Overtime (OT) pay; b. 13th Month Pay c. Remittances to Social Security System (SSS), Pag-ibig, PhilHealth, Employees Compensation Commission (ECC), and Bureau of Internal Revenue (BIR); and d. All other salary deductions (e.g. health card, insurance, loans, etc.) aside from the above cited.
	CIIF COMPANIES shall in no case be liable for any interest, penalty or for any delayed payments of the remittances to SSS, Pag-ibig, PhilHealth, ECC and BIR.
IV.	The Security Service Provider, shall take the responsibility for the full coverage of medical and risk insurance to the security guards to be deployed to CIIF COMPANIES.
V.	The Security Service Provider is responsible and liable for the cost of any damage to property, loss or injury that may be suffered by the CIIF COMPANIES, its officers, employees and guests, when such loss, damage or injury is due to the fault or negligence of the Service Provider or its security personnel; which loss, damage or injury suffered by CIIF COMPANIES or any of its officers, employees and guests within the CIIF COMPANIES premises during the Tour of Duty of the security personnel; and provided further, that such loss, damage or injury is made known to the Service Provider, through the Office of Undersecretary, Corporate Affairs Group, within seventy- two (72) hours from its discovery. This provision shall include any loss, damage or injury to property belonging to the CIIF COMPANIES or any of its officers, employees, and guests.

VI.	The Security Service Provider shall pay on its own account, and as mandated by law, the salaries/wages/other monetary benefits of all its personnel assigned to the CIIF COMPANIES Buildings. Payment shall be made through an Automated Teller Machine (ATM) arrangement. Further, the Service Provider shall not terminate the employment contract of security guards who report to the CIIF COMPANIES issues concerning their employment contracts and/or compensation.
VII.	The Security Service Provider shall be liable to CIIF COMPANIES and its clients for any downtime or interruption in the services to be provided due to labor problems or other causes other than fortuitous events.
VIII.	The Security Service Provider shall ensure <u>on-time</u> payment of salaries to security personnel, and to test the financial stability, shall assume the payment for the first two months' salaries of its personnel . Failure to pay salaries on time will be considered as one of the bases for the pre-termination of the contract.
IX.	The Security Service Provider shall submit the monthly Billing Statement, including copies of pay slips, within fifteen (15) calendar days after each month of service. Compliance thereto is a criterion for Performance Evaluation.
X.	CIIF COMPANIES has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the CIIF COMPANIES and the Service Provider. In such instances, the Service Provider shall make the necessary corrections or revisions to the output or task to meet the minimum standards agreed on.
XI.	The Contract Price for the twelve (12) months duration renewable annually under a three (3) year agreement shall be fixed and shall not be adjusted during contract implementation, except in the following instances:
	a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;b. Increase in Taxes; andc. If during the term of the contract, the procuring entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC
XII.	for the relevant year is not exceeded. The Security Service Provider shall turn-over to CIIF COMPANIES all logbooks upon termination of the Contract.
XIII.	Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages

 in the amount equal to One- Tenth of One Percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.		
Once the cumulative amount of liquidated damages rea Percent (10%) of the amount of the contract, CIIF COM may rescind the contract, without prejudice to other courses and remedies open to it.		
XIV. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Makati City. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts; and		
XV. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.		
Schedule of Requirements The Security Service Provider shall provide on its own account all materials, tools, and equipment necessary, appropriate and incidental to the job. Unless otherwise specified by the SPMC, the following supplies, materials, tools and equipment will be utilized:		
EQUIPMENT	QTY/DESCRIPTION	LOCATION
Firearms	Forty-Six (46) units- 9mm pistol with ammos; and	All except Head Office
	Four (3) units- 12 ga. Shotgun with ammos	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Gun storage vault	One (1) unit	ALL except Head Office
Cleaning and disarm station	One (1) unit	ALL except Head Office
Communication Equipment	One (1) unit per Guard on duty	Per Station
Metal Detectors (handheld)	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Typewriter/Desktop Computer	Three (3) units	Legoil- Arimbay SPMC – Batangas

47 - umbrellas 47 - raincoats One (1) unit handheld digital camera/cellphone w/ camera (for on-duty Security Guard) Three (3) units	Granex – Iligan ALL ALL Legoil- Arimbay
One (1) unit handheld digital camera/cellphone w/ camera (for on-duty Security Guard)	
handheld digital camera/cellphone w/ camera (for on-duty Security Guard)	
handheld digital camera/cellphone w/ camera (for on-duty Security Guard)	Legoil- Arimbay
camera (for on-duty Security Guard)	Legoil- Arimbay
camera (for on-duty Security Guard)	Legoil- Arimbay
Security Guard)	Legoil- Arimbay
Three (3) units	Legoil- Arimbay
Three (3) units	Legoil- Arimbay
	SPMC – Batangas
	Granex – Iligan
One for each guard	ALL
	ALL
	ALL
	Legoil- Arimbay
	SPMC – Batangas
	Granex – Iligan
Three (3) units	Legoil- Arimbay
	SPMC – Batangas
	Granex – Iligan
47 rainboots	ALL
	ALL
	ALL
*	ALL
*	Legoil- Arimbay
	SPMC – Batangas
	Granex – Iligan
Each per Guard	ALL
•	
One (1), as needed and	ALL
requested or during	
firearm testing	
Three (3) units	Legoil- Arimbay
	SPMC – Batangas
	Granex – Iligan
the winning bidder must se	
plosive Office (PNP-FEO	v
plosive Office (PNP-FEO) for the use of teargas
	One for each guard One for each guard Three (3) units Three (3) units Three (3) units 47 rainboots one (1) for each guard 47 pcs 47 pcs Three (3) units Each per Guard One (1), as needed and requested or during Three (3) units he winning bidder must se

Ms. Clarissa Balansag

Granex Plant(Iligan City)

	IDMC (Vanama and Lana		1
	IBMC (Kauswagan, Lanao		
	del Norte)	N T	
	COPRA BUYING STATIO		
	Brooke's Point - Palawan	CBS Copra Buyer	
	Masbate	CBS Copra Buyer	
	Pagadian	CBS Copra Buyer	
	Legaspi Oil		
	Legoil Plant(Arimbay)	Keith Navarro	
	SOLCOM		
	Solcom Plant(Mulanay)	Ms. Melissa Caringal	
2.2	Partial payment is not allowed.		
	Payment by CIIF COMPANIES to the Security Service Provider shall be on a monthly		
	basis, upon submission of the following:		
	1. Billing Statement	-	
	2. Duly Notarized Affic	lavit that the Service Provi	der has complied with the
	provisions of all appl	icable labor law/regulations,	such as those pertaining to
	compensation, taxes	and contributions to Socia	al Security System (SSS),
	PhilHealth, Pag- IBIG	and Employees Compensation	on Commission (ECC).
		cknowledged by CIIF-OMG	
	· · · ·	<u> </u>	
4	Actual performance of Security	y Guards, firearms and ammu	nitions, uniforms,
	paraphernalia and others as ma		
	1. During Initial Deployr	•	
	2. Random and un-annou		

Section VI. Schedule of Requirements

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

Item No.	DESCRIP	TION	QUANTITY	SCHEDULE
1	Licensed Security Guards, pro	operly skilled/trained, of	Forty-Seven	April 1, 2022
	good moral character, psychol		(47)	
	physically fit, who shall have	• • •		
	of twelve (12) hours a day f	U		
	Sundays, to be deployed/ as	•		
	locations/offices as follows	6		
	SPMC	No. of Security		
		Guards		
	Head Office (Makati)	2		
	SPMC Plant (Batangas)	5		
	SPMC Plant (Laguna)	2		
		-	-	
	Granexport	No. of Security	-	
		Guards		
	Granex Plant(Iligan City)	19		
	IBMC (Kauswagan, Lanao	2		
	del Norte)			
	Copra Buying Stations			
	Brooke's Point - Palawan	2	-	
	Masbate	2	-	
	Pagadian	2		
			-	
	Legaspi Oil	No. of Security		
		Guards		
	Legoil Plant(Arimbay)	7	-	
	Copra Buying Stations		-	
	Maco	2		
			-	
	SolCom	No. of Security		
		Guards		
	Solcom Plant(Mulanay)	2		
	Security Service Provider sha	all make available at all		
	times, trained and qualif	fied relievers and/or		
	replacements to ensur	e continuous and		

uninterrupted service in case of absence of the	
assigned guard for whatever reason; provided,	
however, that no security guard shall serve for	
more than twelve (12) hours of duty per day,	
except in cases of emergency. The name of the	
guard/s to be replaced shall be indicated in the	
Duty Detail Order and shall be presented, together	
with the Recall Order issued to the security guard	
who will be replaced, to the duly authorized	
representative of the CIIF COMPANIES. In no	
case shall a security guard assume his post without	
presenting his Duty Detail Order and Recall Order	
to the authorized CIIF COMPANIES	
representative.	
Should the need arise, the Security Service	
Provider shall augment the security force	
deployed at the foregoing CIIF Companies in	
the number as required by the circumstances	
pursuant to a written request from CIIF	
COMPANIES.	

The Service Agreement shall be for a period of one (1) year, commencing on April 1, 2022 and terminate on March 31, 2022, which may be renewed annually but not exceed two years base on the provisions of "Appendix 23 entitled 'Guidelines on the Procurement of Security Services' of the 2016 Revised Implementing Rules and Regulations of RA 9184". In case that the amount of the performance bond falls below the limit set forth, the security service provider shall ensure to replenish the difference or issue a new performance bond equivalent to the amount set forth.

In the event that the resulting contract period is less than twelve (12) months, the annual financial bid of the LCRB shall be divided by twelve (12) to arrive at the monthly fee for the security services, which shall not exceed the foregoing ABC divided by twelve (12).

I hereby undertake to comply and deliver all the above requirements.

Company Name

Name and Signature of Authorized Representative

Section VII. Technical Specifications

Technical Specifications

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

Item	Specification	Statement of Compliance
I.	SECURITY PLAN Please submit the conformed <u>TECHNICAL ANNEX "I"</u> as an attachment to the submission of this <u>Section VII (Technical Specification)</u>	
II.	ADDITIONAL SET OF TECHNICAL PARAMETERS Please submit the following documents as part of the submission under this Section VII (Technical Specifications), which shall be checked using a non-discretionary "pass/fail" criteria.	
	Certificate of pending / no pending labor standards violations/ case/s or Clearance issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE) covering all location as specified in Section VI – Schedule of Requirement. Certificate issued within six (6) months from submission and receipt of bids.	
	Physical copy of SEC (Articles of Incorporation; General Information Sheet & Financial Statement)/DTI Registration Certificate1, as applicable, as proof of engagement in the business for at least five (5) years	
	Certificate of membership in the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO);	
	Original copy of bank guarantee or cash deposit certification of at least Two Million Pesos (PHP2,000,000.00)	
	Certification of completed contracts/satisfactory services rendered for at least one (1) year from at least three (3) clients for the last five (5) years	
	PNP-SOSIA License to Operate (LTO)2. In case the LTO is set to expire prior to the opening of bids, CIIF COMPANIES shall accept the expired LTO together with the official receipt for renewal as proof. The renewed LTO shall be required to be submitted as a post-qualification requirement.	
III.	 The Security Service Provider shall provide security services for CIIF COMPANIES and shall undertake the following functions and responsibilities: 1. Secure and protect the CIIF COMPANIES properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person, as well as maintain peace and order within the CIIF COMPANIES premises; 	

 Secure and protect the CIIF COMPANIES officials, employees, visitors and guests from assault, harassment, threat or intimidation and other criminal acts and to enforce and implement security and safety rules and regulations within the CIIF COMPANIES premises; Conduct inspection of all bags and baggage carried by people coming in and out of the CIIF COMPANIES premises; Prepare and submit daily Activity and Situation Report to cover all activities and incidents related to the implementation of security operations for the areas of responsibility, as well as any untoward incidents that transpired during the day; Properly and carefully screen all visitors who wish to enter CIIF COMPANIES premises and instruct them to log in and out of the Visitor's logbook; Prohibit unauthorized persons, e.g., vendors, solicitors and vagrants from entering and loitering within the CIIF COMPANIES premises; Screen all incoming mails and parcels; Record the comings and goings of all the CIIF COMPANIES officials and/or employees, as may be required; Log all deliveries; Ensure that all materials, machines and equipment taken in and out of the CIIF COMPANIES premises have its proper gate pass from the CIIF COMPANIES Asset Management Division, Administrative Staff (AMD, AS); Respond to all alarms and act appropriately/ accordingly; Turn-off all unnecessary lights, fixtures and appliances after office hours; Be responsible in the filing of blotter and other reports to the Police or appropriate Authority for any incidents involving police matters, e.g., theft, robbery; and Perform other duties that may be assigned from time to time. 	
IV. provided with proper uniforms and paraphernalia, firearms and ammunitions that are original, branded and duly licensed by the Philippine Government and other basic equipment as provided in RA No. 5487 including security related equipment and vehicles in accordance with SCC (under GCC Clause1):	
V. Ensure No Straight or 24-Hour Duty in the deployment of security guards at the CIIF COMPANIES Buildings. If there are changes in the schedule / shifting of the security guards, the Service Provider shall inform the CIIF COMPANIES	
VI.Provide for the increase or decrease on the number of security guards as required by the CIIF COMPANIES from time to time as the need arises. Likewise, the Service Provider shall change or relieve from duty any security guard assigned to CIIF COMPANIES Buildings within twenty- four (24) hours from receipt of the notification.	
VII. Issue a Duty Detail Order for security guards to be assigned to CIIF COMPANIES, including relievers and replacements. Upon assumption to	

	duty, the Duty Detail Order shall be presented by the security guard to the duly authorized representative of the CIIF COMPANIES.	
VIII.	Provide cellular phones with monthly load/credits to the CIIF COMPANIES Head Office. The cellular phones shall ensure continuity of communication between the security guard and CIIF COMPANIES' representative in case problems should arise in existing communication systems.	
IX.	Secure all necessary government permits and licenses for the performance of its services.	

Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

¹ Please note that CIIF OMG will not recognize the information stated in Annex "A" of the Certificate of PhilGEPS Registration unless accompanied by these documents.

² In case the LTO is set to expire prior to the opening of bids, CIIF OMG shall accept the expired LTO together with the official receipt for renewal as proof. The renewed LTO shall be required to be submitted as a post-qualification requirement.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
 - and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
 or
 - Original copy of Notarized Bid Securing Declaration; and
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

(j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(l) 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

(m) Original of duly signed and accomplished Financial Bid Form; and

(n) Original of duly signed and accomplished Price Schedule(s).

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

-] (o) [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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

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

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant [shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.
- **IN WITNESS WHEREOF**, I have hereunto set my hand this ____ day of ____, 20___ at ____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None")]

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

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

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

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

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:
_egal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

*Instructions:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
his is to certify ontracts:	that		has the fo	llowing ong	oing and awa	rded but not y	et started
Name and Sign	ature of Auth entative	orized				Date	

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that ______ has the largest completed contract within the **last five (5)** years:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice (If completed)
	l Signature of Representative		-	<u> </u>	<u> </u>	Date	

*Instructions:

 a) Cut-off date: The day before the deadline of submission and opening of bids. In the column for "End-User's Acceptance", indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

Financial <u>Annex "B</u>"

Name of Bidder_____. Invitation to Bid Number_____.

Particulars	Total Bid (PhP)
Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. And Southern Luzon Coconut Oil Mill, Inc.	

Note: The financial bid shall include an <u>administrative fee of not more than twenty percent (20%)</u> <i>pursuant to relevant existing laws.

Instruction:

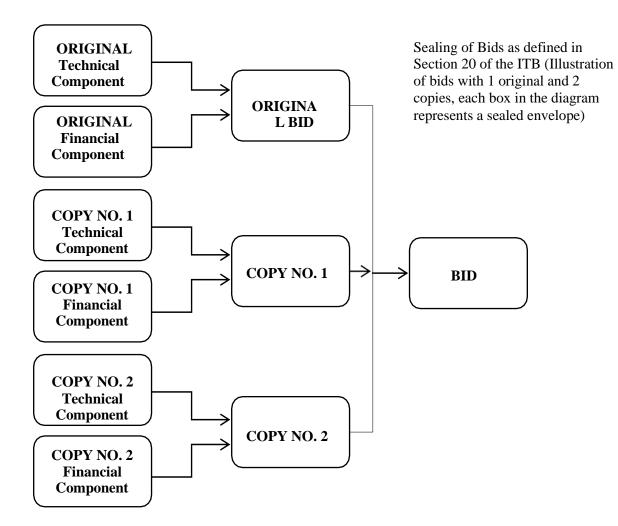
- The Bidder shall provide the total bid amount, inclusive of all applicable government taxes and service charges.
- Zero (0) bid, alternative bid, discounted bid, and any blank on the financial bid shall be a ground for disqualification.

COST DISTRIBUTION PER MONTH for [COMPANY/LOCATION] (Based on 12 hours Work Per Day)

AMOUNT TO GUARD

Daily Wage (DW):

Average Pay/Month (DW x no. of days per yr/12)	
Night Differential Pay (Ave. Pay/mo. X 10%)	
13th Month Pay (DW x 365 /12/12)	
5 Days Incentive Pay (DW+cola x 5/12)	
Uniform Allowance (R.A. 5487)	
COLA (P 10.00 x 377/12)	
Overtime	
AMOUNT TO GOV'T. IN FAVOR OF GUARD	
Retirement Benefit (RA 7641) (DW X 22.5/12)	
SSS Premium	
Philhealth Contribution	
State Insurance Fund	
Pag-Ibig Fund	
TOTAL AMOUNT TO GUARD & GOVERNMENT	
AGENCY FEE Administrative Overhead and Margin (10% Minimum)	
VALUE ADDED TAX (Agency fee x 12% VAT-RMC- 39-2007)	
MINIMUM CONTRACT RATE FOR 12 HOURS	



Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20___ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that</u> additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Bank Guarantee Form for Advance Payment

To: [name and address of PROCURING ENTITY] [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

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

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years <u>for the second offense</u>, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

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

SECURITY PLAN

This plan provides measures to counteract any form of security threat in any given situation. The following guidelines **SHALL** be observed by the security group servicing the entire CIIF COMPANIES establishments.

A. EMERGENCY SITUATIONS:

The contracted security services shall maintain on reserve duty, a contingent of two (2) security guards to augment/reinforce the security threat, for the protection of properties and equipment, personnel against bodily harm during emergencies such as outbreaks of fire, occurrence of earthquakes, typhoons, unexpected power failure resulting in total darkness, armed robbery, bomb threats and explosions, hold-ups, riots, kidnappings and similar occurrences at no extra cost on the part of CIIF COMPANIES. The security group will have specific responsibilities in any emergency situation. Acting in a normal protective role, the security group should undergo trainings to upgrade a skill in crowd control which is an essential duty during any serious emergency situation. While on patrol, the security must observe potential hazard violation of policies, signs of unauthorized intrusion, etc. This role shall come into play both for the prevention of accidents and in the emergency response. The special responsibilities that generally fall on the security and disaster situation are as follows:

1. Control of access – this will include maintaining records of all persons entering or leaving the CIIF COMPANIES premises during emergency situations;

2. Traffic control – includes providing for unimpeded access of outside emergency units, security for example will meet responding Fire Department or bomb squad units, provides information as to the location and type of emergency and in some circumstances provide escort service;

3. Protection of property. – Physical security becomes even more essential when the facility is evacuated or the confusion accompanying a major disaster (include Copra and other raw materials, including deposits) – as Lessee;

- 4. Prevention of theft, looting, sabotage and espionage;
- 5. Direction and control of personnel;
- 6. Direction and control of evacuation procedures;
- 7. Assistance in terms of first aid, rescue and other emergency needs;
- 8. Protection of vital information, documents, records, etc;
- 9. Control of hazardous areas, classified areas, high value areas or property;

10. Establishing communication with outside agencies such as local law enforcement, Fire Department, hospital ambulance service and other health service facilities.

11. Assisting injured employees;

12. Guiding employees and visitors to safety areas;

13. Crowd control;

14. Preventing panic;

15. Firefighting; and,

16. Other special duties governed by the local circumstances.

B. DEPLOYMENT OF SECURITY GUARDS

The contracted security services are deployed in the following posts:

I. SPMC

Location	Time Shift	No. of SGs
Head Office	6:00AM to 6:00PM	1
(Makati)	6:00PM to 6:00AM	1
SPMC Plant	6:00AM to 6:00PM	3
(Batangas)	6:00PM to 6:00AM	2
SPMC Plant	6:00AM to 6:00PM	1
(Laguna)	6:00PM to 6:00AM	1

TOTAL:

II.

<u>9</u>

GRANEX		
Location	Time Shift	No. of SGs
Granex Plant	6:00AM to 6:00PM	10
(Iligan City)	6:00PM to 6:00AM	9
Granex	6:00AM to 6:00PM	1
(Kauswagan, Lanao del Norte)	6:00PM to 6:00AM	1
Copra Buying Stations		
Brooke's Point - Palawan	6:00AM to 6:00PM	1
Brooke's Politi - Palawali	6:00PM to 6:00AM	1
Mashata	6:00AM to 6:00PM	1
Masbate	6:00PM to 6:00AM	1
	6:00AM to 6:00PM	1
Pagadian	6:00PM to 6:00AM	1

TOTAL:

<u>27</u>

LEGOII III.

Location	Time Shift	No. of SGs
Legoil Plant	6:00AM to 6:00PM	4
(Arimbay)	6:00PM to 6:00AM	3
Copra Buying Stations	· ·	
Масо	6:00AM to 6:00PM 6:00PM to 6:00AM	2

TOTAL: <u>9</u>

IV. SOLCOM

Location	Time Shift	No. of SGs
Solcom Plant	6:00AM to 6:00PM	1
(Mulanay)	6:00PM to 6:00AM	1

TOTAL: <u>2</u>

Total number of Security Guards: 47

The guards report to their assigned posts in the prescribed, complete uniform and in time to relieve the guards whose tours of duty are just ending. The Supervising Guard (OIC) is expected to report to duty ahead of shift/schedule to enable him to inspect the guards in their shifts and so that proper turnover of responsibilities can be affected. No guard should vacate his post without a reliever. The Supervising Guard/OIC cannot take somebody else's post in case his post will be vacated/abandoned. During the turnover of shifts, the Supervising Guards of both shifts make a joint inspection of the premises to ensure an orderly transfer of responsibilities.

C. NORMAL/ REGULAR SITUATIONS

FOR CIIF COMPANIES' PLANTS, PROPERTIES AND CBS

SECURITY OFFICER

1. Supervises the guarding activities of the security guards.

2 Assists in giving special guarding detail assignments and such other assignments pertaining to the provision of security and safety services to CIIF COMPANIES officials, cashiers, and other similar officers and/or employees.

3. Reviews daily reports of all guards.

4. Investigates and prepares reports on any unusual or untoward incidents such as theft and pilferages resulting in the loss or damage to properties during the twenty-four (24) hour shift.

5. Maintains a complete record of all articles (government properties and personal properties) reported lost or found. Said record includes the description of the article(s); the name of the owner or the person who lost the article/turned it in; the place where and date when it was lost/found; and when and by whom it was claimed.

6. Conducts investigations on reported losses of all articles (government properties and personal properties) in coordination with the local police.

7. Inspects CIIF COMPANIES installations (properties and equipment) and reports any breach in security and/or safety requirements.

8. Ensures that all CIIF COMPANIES properties/equipment brought out of the CIIF

COMPANIES premises are covered by duly approved gate passes. Inspects said properties and ensures that they are returned in the same physical condition as when they were taken from the premises.

9. Coordinates with the PNP- Security Agencies and Group Supervision Division (SAGSD) regarding regulations and directives affecting the Security Guard Force.

10. Coordinates with the Philippine National Police (PNP) Inspector duly designated by the Chief of Police to monitor the conduct of security guards on post for purposes of assessing individual discipline of the security guards.

11. Coordinates with the Office Security Coordinator/Head on the daily activities in the post to ensure a 24-hour security coverage.

12. Monitors the movement of visitors, carefully noting that visitors are wearing the visitor's ID issued to them and that they are in the proper floor.

13. Monitors the movement of individuals through closed circuit television (CCTV) security cameras in coordination with the IT Division. Validate the presence of employees as to the time of arrival and departure through the CCTV records as deemed necessary.

14. Performs other security related tasks as may be required.

SHIFT-IN-CHARGE (SIC)

- 1. Acts as Security Officer during his absence.
- 2. Ensures that all posts are manned.

A. Common Posting

GATE AND ENTRANCE

- 1. Maintain orderliness and regulate entrance and exit of vehicles in the company premises.
- 2. Direct traffic of CIIF COMPANIES in as far as it affects the vehicles entering or leaving the premises.
- 3. Safeguard and protect all articles e.g., building properties, equipment, vehicles, cash, supplies materials, documents, copra and other raw materials against theft, pilferage and other hazards/damages.
- 4. Monitor compliance of CIIF COMPANIES personnel with CIIF COMPANIES rules and regulations including but not limited to COVID-19 health protocols, wearing of identification cards (IDs) and Personal Protective Equipment (PPE), smoking, gambling, drinking alcoholic beverages, loitering, unauthorized entry into the CIIF COMPANIES compound after office hours and during holidays and weekends.
- 5. Monitor movement of all vehicles including delivery trucks and heavy equipment. Ensure that the use of CIIF COMPANIES' vehicles and heavy equipment is authorized by the

proper authority.

Take note of the physical condition of the vehicle and heavy equipment prior and after its use.

Record the names of the driver and operator of the vehicle/heavy equipment and its passengers, if any. Same rule applies to third party vehicle/heavy equipment entering and leaving company premises.

Report any damages that may be seen on the vehicle/heavy equipment and other irregularities, to the Corporate Services Department.

6. Inspect and monitor movement of equipment, supplies, and raw materials entering and leaving company premises, ensuring that these have duly approved Gate-Passes. Maintains a logbook of Gate Passes validating size, color, serial numbers, and other such relevant descriptions as needed as well as the date and time this equipment were brought out/returned and the condition of the equipment as they leave the compound and when they were returned.

Ensure all loading and unloading of supplies, including but not limited to, copra and other raw materials are properly sealed and weighed in accordance with the CIIF COMPANIES' rules and regulations.

BUILDING/LOBBY GUARDS

- 1. Controls access to the CIIF COMPANIES building by maintaining a visitor's logbook. Such record includes the name and signature of visitors, the person to be visited and the purpose of the visit. The following must be strictly enforced by the guard on duty:
 - a. "No I.D., No Entry" policy;
 - b. Issuance of Visitor's Pass and Slip, in accordance with the color code per floor, for proper identification of all visitors/guests;
 - c. Inspection of all bags, packages, attaché cases and similar carry-all being brought in or out of the building by CIIF COMPANIES personnel, visitors, guests, students and contracted services personnel only during material and localized crises such as bomb threats, coup d'état, etc.
 - d. Monitoring of personnel movements allowing CIIF COMPANIES personnel free access may go to any part of the building during office hours. Beyond office hours, no employee, unless authorized to render overtime service, may be allowed to enter or stay within the building or its premises. Employees authorized to render overtime service shall be limited to their respective work areas unless otherwise indicated in their overtime authority.

A copy of the authorization should be forwarded to the security guards on duty at

the lobby at least two (2) hours before the start of overtime service for weekdays on the day before for OT service on weekends and public holidays.

- e. Enforcement of the ban on entry of lethal weapons inside office premises by requiring the deposit of firearms and other deadly weapons of visitors with the guard on duty with the corresponding permit to carry. A receipt shall be issued by the guard. A registry of firearms deposited and/or returned is maintained by the lobby guard. Such registry shall include some information as the type/caliber and make of firearms, serial numbers, licenses, authority to carry, date/time deposited/returned name of owner and name and signature of security officer on duty.
- f. Issuance of coded IDs to personnel of contracted services such as security, janitorial agencies as well as those authorized to repair any building facilities or structure. Upon entry, aforementioned personnel must register with the security guard on duty and secure their coded IDs. They may not go to any part of the building which they have not been authorized to go to and shall be subject to thorough inspection before they are allowed to enter the building as well as after completion of their transactions or business.

The canteen personnel and other food commissaries and vendors and personnel of various canteen consumers operating within CIIF COMPANIES premises as well as their visitors and vehicles shall likewise be subject to the above-cited policy. Canteen personnel shall register with the appropriate officer and shall be issued corresponding IDs.

- 2. Room, building, office and vehicle/heavy equipment keys shall only be issued to authorized personnel. Safekeeping and issuance of room, building, office and vehicle/heavy equipment keys shall be the responsibility of the guard on duty.
- 3. Directs visitors/guards to their respective destinations.
- 4. Ensure that only one (1) armed closed-in security officer shall be allowed to accompany any visiting dignitary inside CIIF COMPANIES office premises.
- 5. Ensure that equipment to be brought out of the building for use in meetings and conferences or for repair shall be covered by a duly approved Gate Pass. No employee may bring out any property unless it is covered by Memorandum Receipt.
- 6. Monitors the attendance of employees, janitorial/security personnel and reports any incident of tampering of time or any similar acts that run counter to the interest of the government. Randomly check the accuracy of employees' attendance as per Daily Time Records and logbook entry.
- 7. Secures the biometrics, Bundy clock and other similar devices from any attempt of destruction or sabotage that may result in inaccuracy of time appearing in the printouts.
- 8. Maintains orderliness and discipline among employees, contracted security and janitorial personnel at all times.

ROVING GUARD

- 1. Monitors compliance with CIIF COMPANIES rules and regulations on the wearing of Identification Cards (ID's), smoking, gambling, drinking alcoholic beverages, loitering, unauthorized use of the compounds, facilities and biometrics.
- 2. Conducts periodic check (every two hours) of the security conditions in company premises and neutralizes security hazards.
- 3. Determines whether the door to the generator set, fire alarm control rooms, PABX/IP PBX/Server room and other secured rooms are locked.
- 4. Makes sure that the fire exits are open and not obstructed immediately before office hours and closed after office hours.
- 5. Makes sure that all appliances/equipment/lights are unplugged/turned off and faucets closed after office hours.
- 6. Ensures that the rest of the guards are at their posts, in proper uniforms and performing their assigned duties to protect CIIF COMPANIES properties and facilities.
- 7. Monitors unusual conditions and renders a written incident report thereof.

8. Renders escort services to department VIPs when they enter and exit the building. Escort services should be provided by seconded/reliever guards and not by those in their respective posts in the area.

B. Specific Posting

GRANEX-ILIGAN

Post No. 1	
MAIN GATE	Ensure the recording of all incoming and outgoing vehicles'
бат-брт	plate number, name of drivers and passenger, time in/time out
брт-бат	and purpose of transaction.
Post No. 2	
DELIVERY TRUCK /	Assist at the copra receiving /weighing section to control the
PARKING AREA	operation, to ensure that the driveway is available for use &
бат-брт	maintain proper parking of all delivery trucks / all types of
брт-бат	vehicles.
Post No. 3	
SCRAP AREA	Descend and manifor all activities and items account in next
6am-6pm	Record and monitor all activities and items covered in post
6pm-6am	for further inventory.
Post No. 4	
LOADING PIER TOWER	Record and assist all incoming and outgoing vessels, the
бат-брт	corresponding date and time of arrival/departure.
брт-бат	Check and verify the clearance to the sail out, vessel name,

	and signature of the approving officer.
Post No. 5	
UNLOADING AREA & CASH WITHDRAWAL (day shift only) 6am-6pm 6pm-6am	Monitor and record all vessels arriving at the unloading area. Establish procedures and assist in all cash withdrawal transactions
Post No. 6 & 7	
SOLVENT PLANT (night shift only) 6pm-6am	Monitor /record all activities during tour of duty for further inspection.
Post No. 8	
COPRA RECEIVING (night shift only) 6pm-6am	Conduct roving inspection to the whole area of copra receiving. Assist at copra receiving / weighing area during the operation.
Post No. 9	
TANK FARM 6am-6pm 6pm-6am	conduct roving inspection of the whole tank farm area.
Post No. 10	
ADMIN OFFICE (day shift only) 6am-6pm	Record daily activities, monitor and secure the area during tour of duty
Post No. 11	
GUEST HOUSE (night shift only)	Monitor / record all activities during tour of duty. Conduct roving inspection to ensure that guests are safe and out of danger.

IBMC – KAUSWAGAN, LANAO DEL NORTE

Post No. 1	
MAIN GATE	Ensure the recording of all incoming and outgoing vehicles'
6ат-6рт	plate number, name of drivers and passenger, time in/time out,
брт-бат	and purpose of transaction.
Post No. 2	
PIER AREA (night shift only) 6pm-6am	Record and assist all incoming and outgoing vessels, the corresponding date and time of arrival/departure. Check and verify the clearance to the sail out, vessel name, and signature of the approving officer.
Post No. 3	
POWER HOUSE (night shift only) 6pm-6am	Conduct roving inspection at the whole Power house area to monitor situation of the facility. Record all activities during tour of duty

LEGOIL-ARIMBAY

Post No. 1	
MAIN GATE 6am-6pm 6pm-6am	Ensure the recording of all incoming and outgoing vehicles' plate number, name of drivers and passenger, time in/time out, and purpose of transaction.
Post No. 2	
PIER AREA (night shift only) 6pm-6am	Record and assist all incoming and outgoing vessels, the corresponding date and time of arrival/departure. Check and verify the clearance to the sail out, vessel name, and signature of the approving officer.
Post No. 3	
POWER HOUSE (night shift only) 6pm-6am	Conduct roving inspection at the whole Power house area to monitor situation of the facility. Record all activities during tour of duty

COPRA BUYING STATION

Post No. 1	
MAIN ENTRANCE 6am-6pm 6pm-6am	Ensure the recording of all incoming and outgoing vehicles' plate number, name of drivers and passenger, time in/time out, and purpose of transaction. Assist all trucks delivery and to make sure that the driveway is available for parking
Post No. 2	
COPRA RECEIVING 6am-6pm	Conduct roving inspection to whole area at copra receiving. Assist at copra receiving / weighing area during the operation.

BODYGUARD DUTIES

- 1. Demonstrates alertness and vigilance at all times.
- 2. Clears all passages, gates and immediate vicinity prior to departure, taking stock of people and activities in the area.
- 3. Alight first from the vehicle to survey the area for potential danger before signaling the VIP to follow.
- 4. Coordinates with the driver with regards to call signs/signals in cases of crisis situations that may arise.
- 5. Scans the area/routes continually and makes eye contact. Must be on the alert for persons who may be carrying firearms and explosives.
- 6. Maintains a survival state of mind.
- 7. Monitors constant contact with headquarters. Service radios should always be available

and maintained for assistance.

BACKGROUND INVESTIGATION

Conducts background investigation on applicants to be hired as requested by the Corporate Services Department at no cost.

COORDINATING INSTRUCTIONS

The Security and Safety Coordinator of CIIF COMPANIES or its authorized representative will coordinate with the Security Supervisor of the Security Agency, all the incidents/emergencies taking place in their respective areas of responsibility.

D. STANDARD OPERATING PROCEDURES

1. PERSONNEL AND VISITOR

a. All CIIF OMG personnel, visitors/guests, students, and personnel of services agencies (janitorial and security) are required to wear their Identification Cards (IDs) upon entering and while inside the building.

Similarly, the policy of "NO ID, NO ENTRY" shall be implemented in all CIIF COMPANIES buildings/installations.

b. During office hours, CIIF COMPANIES personnel may go to annexes of the building. Beyond office hours, no employee, unless authorized to render overtime service, may be allowed to enter, or stay within the building or its premises. The movement of employees authorized to render overtime service shall be confined to their respective work areas as well as their ingress/egress, unless otherwise indicated in their overtime authority.

Staffs who have to stay in the office beyond 8:00 p.m. on weekdays shall provide the security guard with a copy of the written authority or email instruction to do so. Stays-ins are generally not allowed unless circumstances so warrant including those who are part of the Emergency Response Team who have been trained to respond to emergency situations especially at odd hours of the day.

The cooperation of all CIIF COMPANIES personnel on the afore-stated is required to avoid friction when these are enforced. The security guards are on hand to ensure compliance to said requirement.

c. All bags, packages, attaché cases and similar carry- alls being brought in or out of the building by CIIF COMPANIES personnel, visitors, guests, students, and contracted services personnel shall be inspected by the security guards on duty only during national or localized crisis such as when bomb threats are received by the office, coup d' etat, etc. d. Ensure strict compliance with COVID-19 health protocols and other pertinent health and safety measures.

2. VEHICLE CONTROL

- a. The Security Officer is provided with a list of officers authorized to sign Trip Tickets including a specimen of their signatures for the guidance of the guards on duty.
- b. All CIIF COMPANIES vehicles are used only for official business and should leave the compound with the corresponding Trip Ticket. A copy of the Trip Ticket is submitted to guards on duty, who in turn will forward the report to the Safety and Security Coordinator and Admin Department.
- c. The guard on duty must record the departure and arrival of all vehicles including the names of the drivers and passengers and the condition of the vehicles in both instances.
- d. The guard must report/document any damage/loss of accessories of CIIF COMPANIES vehicles.
- e. Enforce parking guidelines.
 - i. Record time of arrival and departure of all drivers and plate number of vehicles.
 - ii. Ensure that parked cars/vehicles do not obstruct passageways.

3. CONTRACTED SERVICES

- a. Personnel of contracted services such as security and janitorial agencies as well as those authorized to repair any building facilities or structures must register with the security guard on duty. They are not allowed to enter any part of the company premises which they have not been authorized.
- b. The security guard on duty conducts body and bag inspection of the contracted services personnel before they are allowed to enter the company premises as well as after they have transacted/accomplished their business. These inspections are recorded by the security guard on duty in a logbook, which is submitted weekly to the CIIF COMPANIES Security and Safety Officer.
- c. Canteen personnel and other food concessionaires operating within the CIIF COMPANIES premises as well as their visitors and vehicles shall be subject to similar regulations.

E. EQUIPMENT REQUIREMENT

1. SUPPORT EQUIPMENT

EQUIPMENT	QTY/DESCRIPTION	LOCATION
Firearms	Forty-Six (46) units- 9mm pistol with ammos; and	All except Head Office
	Four (3) units- 12 ga. Shotgun with ammos	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Gun storage vault	One (1) unit	ALL except Head Office
Cleaning and disarm station	One (1) unit	ALL except Head Office
Communication Equipment	One (1) unit per Guard on duty	Per Station
Metal Detectors (handheld)	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Typewriter/Desktop Computer	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Umbrellas/Rain Coats	47 - umbrellas 47 - raincoats	ALL
Handheld digital cameras, cellphones with camera	One (1) unit handheld digital camera/cellphone w/ camera (for on- duty Security Guard)	
Mega phones	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Flash lights	One for each guard	ALL
Medical Kit	One for each guard	ALL
Truncheons	One for each guard	ALL
Riot Shield	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Teargas Canisters	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Rain Boots	47 rainboots	ALL

Police Whistles	one (1) for each guard	ALL
Traffic vest	47 pcs	ALL
Traffic Gloves	47 pcs	ALL
Ostrich Mirror	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan
Self Defense Baton Stun Gun	Each per Guard	ALL
Transportation Vehicle	One (1), as needed and requested during firearm testing	I dALL
Motorcycle with sidecar	Three (3) units	Legoil- Arimbay SPMC – Batangas Granex – Iligan

2. RESTRICTIONS ON FIREARMS

Firearms are to be carried by the security guard only during his tour of duty while in proper uniform and within the CIIF COMPANIES premises except when he is providing escort duty in the transit of cash in/out of the premises. However, when there are demands by CIIF COMPANIES Officials for adequate protection of its officials, the security guard may be allowed to bring his issued firearms outside the CIIF COMPANIES premises under a special permit from the Chief of PNP.

F. ADMINISTRATIVE SANCTIONS AND PENALTIES

1. In case of breach of contract

CIIF COMPANIES have the right to rescind, terminate or abrogate its contract with the security services in any of the following instances:

- a. Gross and willful negligence on the part of the contracted agency resulting in material and financial losses to CIIF COMPANIES;
- b. Falsification of license, reports and other documents submitted;
- c. Engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security;
- d. Violation of any of the provisions of Section R.A. 5487 as amended by PD 1919.
- e. Violation of the Duties and responsibilities of the contractor as stated on in this TOR.

The VP for Corporate Services shall be responsible for the discipline of the Security Guards under him.

The Security and Safety Coordinator shall conduct spot inspections of security guards on post for the purpose of assessing individual discipline and compliance with the Implementing Rules and Regulations (IRR) of Republic Act 5487 as amended and the CIIF COMPANIES rules and regulations.

2. Suspension of security personnel due to incompetence

The agency shall provide a replacement guard in order not to prejudice the interests of its client in case of suspension of one or any of the contracted security guards provided, that the service of the substituted guard shall be good only during the period of such suspension.

The following shall constitute acts of incompetence such as, but not limited to:

- a. Those related to compliance in the wearing of uniforms;
- b. Late or failure to maintain and/or submit records/reports;
- c. All acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;
- d. Use of inappropriate uniform;
- e. Use of profane or uncouth language;
- f. Exercising the profession of security guard without first being duly licensed;
- g. Violation/offenses found during inspection of guards shall be reported to the management of the contracted security services through the DDG, CSO;
- h. Discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;
- i. Carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;
- j. Failure to notify/call the nearest Philippine National Police (PNP) Station in case of disorders, riots or strikes
- k. Drinking alcoholic beverages and/or taking prohibited drugs while on duty;
- 1. Use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;
- m. Issuing to guards unlicensed firearms; and
- n. Posting of unlicensed guards.

G. INSTITUTIONAL ARRANGEMENT /LINKAGES

The Security Officer shall maintain regular liaison work with the following agencies /Establishments and record of telephone numbers to facilitate communication and immediate responses whenever needed.

• Nearest PNP/military units

- Nearest Fire Department •
- •
- Nearest Hospitals Nearest local and civil authorities

Conforme : <u>Signature over Printed Name of Bidder/Authorized Representative</u>