

PHILIPPINE BIDDING DOCUMENTS

Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc.

SPMC-2023-002

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines

Office of the President

Coconut Industry Investment Fund Oil Mills Group (CIIF OMG)
16F SEC Headquarters (formerly UCPB Building), Makati Avenue, Makati City



Invitation to Bid No. SPMC-2023-002

Date of Posting: 17 February 2023

INVITATION TO BID 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.

- The Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC), through the 2023 Corporate Budget intends to apply the sum of **Eighteen Million Five Hundred Twenty One Thousand One Hundred Twenty Two and 46/100 (P18,521,122.46)** inclusive of all applicable government taxes being the ABC to payments under the contract 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.* Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC), through the 2023 Corporate Budget intends to apply the sum of:

Lots	Particulars / Description	Quantity	ABC
Lot 1	SAN PABLO MANUFACTURING CORPORATION See detailed Terms of Reference as Annex "A"	SAN PABLO MANUFACTURING CORPORATION Total Head Count of Security Personnel - Nine (9) to be deployed in the following areas: (a) Two (2) Security Guards at Head Office (16th Floor. Securities and Exchange Commission Headquarters, Makati Avenue, Makati City)	P3,931,524.00

		<p>(b) Five (5) Security Guards at SPMC Plant (CAIP SEZ, Barangay San Antonio, San Pascual Batangas)</p> <p>(c) Two (2) Security Guards at Laguna Property (Schetellig Avenue, San Pablo, Laguna)</p> <p>See detailed Terms of Reference as Annex "A"</p>	
Lot 2	<p>GRANEXPORT MANUFACTURING CORPORATION</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>	<p>GRANEXPORT MANUFACTURING CORPORATION</p> <p>Total Head Count of Security Personnel - Twenty Seven (27) to be deployed in the following areas:</p> <p>(a) Nineteen (19) Security Guards at Granex Plant (Kiwalan, Iligan City)</p> <p>(b) Two (2) Security Guards at IBMC (Kauswagan, Lanao Del Norte)</p> <p>(c) Buying Stations:</p> <p>(c1) Two (2) Security Guards at Brookes Point Palawan (M Rodriguez St., Brooke's Point Palawan)</p> <p>(c2) Two (2) Security Guards at Pagadian (Barangay Anonang, Dumalinao, Zamboanga Del Sur)</p> <p>(c3) Two (2) Security Guards at Masbate (Barangay Kinamaligan, Masbate, Masbate City)</p>	P10,395,291.21

		See detailed Additional Terms of Reference as Annex "A"	
Lot 3	Legaspi Oil Company, Inc. See detailed Terms of Reference as Annex "A"	Legaspi Oil Company, Inc Total Head Count of Security Personnel - Nine (9) to be deployed in the following areas: (a) Seven (7) Security Guards at Legaspi Oil Arimbay Plant (Legaspi Oil Company, Inc., Barangay 47, Arimbay, Legaspi City) (b) Buying Stations: (b1) Two (2) Security Guards at Maco (Purok 2 Anislagan Maco, Compostela Valley, Tagum, Davao Del Norte) See detailed Additional Terms of Reference as Annex "A"	P3,358,003.25
Lot 4	Southern Luzon Coconut Oil Mill, Inc. See detailed Terms of Reference as Annex "A"	Southern Luzon Coconut Oil Mill, Inc. Total Head Count of Security Personnel - Two (2) to be deployed in the following areas: (a) Southern Luzon Coconut Oil Mill, Inc. Plant (Mulanay, Quezon) See detailed Additional Terms of Reference as Annex "A"	P 836,304.00
Lot 5	n/a	n/a	
Total			P18,521,122.46

2. The *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* now invites bids for the above Procurement Project. Delivery of the Goods is required by *15 June 2023*. Bidders should have completed, within *Five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from and inspect the Bidding Documents at the address given below during *9:00am to 5:00pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *17 February 2023* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 25,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *to be presented in person, by facsimile, or through electronic means*.
6. The *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* will hold a Pre-Bid Conference¹ on *27 February 2023, 1:30PM* at 16F Security and Exchange Headquarters (formerly UCPB Bldg.) Makati Avenue, Makati City and/or through video conferencing or webcasting *via Zoom Application (Meeting ID: 859 2170 5277; Password: Passcode: 691745)*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *13 March 2023 at 11:00AM*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on *13 March 2023, 1:30PM* through hybrid set-up. Bidders may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting *via Zoom Application (Meeting ID: 860 4792 5373)*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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


11. For further information, please refer to:

Ms. Angelita G. Rapada
Head, BAC Secretariat
16th Floor, Securities and Exchange Commission Headquarters,
Makati Avenue, Makati City
Telephone Number: (632) 8892-2927
Email Address: arapada@ciif.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.ciif.ph

Signed on:



AL MATTHEW P. UMALI

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* 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-2023-002*.

The Procurement Project (referred to herein as "Project") is composed of:

Lots	Particulars / Description	Quantity	ABC
Lot 1	<p>SAN PABLO MANUFACTURING CORPORATION See detailed Terms of Reference as Annex "A"</p>	<p>SAN PABLO MANUFACTURING CORPORATION Total Head Count of Security Personnel - Nine (9) to be deployed in the following areas: (a) Two (2) Security Guards at Head Office (16th Floor, Securities and Exchange Commission Headquarters, Makati Avenue, Makati City) (b) Five (5) Security Guards at SPMC Plant (CAIP SEZ, Barangay San Antonio, San Pascual Batangas) (c) Two (2) Security Guards at Laguna Property (Schetellig Avenue, San Pablo, Laguna) See detailed Terms of Reference as Annex "A"</p>	P3,931,524.00
Lot 2	<p>GRANEXPORT MANUFACTURING CORPORATION See detailed Additional Terms of Reference as Annex "A"</p>	<p>GRANEXPORT MANUFACTURING CORPORATION Total Head Count of Security Personnel - Twenty Seven (27) to be deployed in the following areas: (a) Nineteen (19) Security Guards at</p>	P10,395,291.21

		<p>Granex Plant (Kiwalan, Iligan City)</p> <p>(b) Two (2) Security Guards at IBMC (Kauswagan, Lanao Del Norte)</p> <p>(c) Buying Stations:</p> <p>(c1) Two (2) Security Guards at Brookes Point Palawan (M Rodrigucz St., Brooke's Point Palawan)</p> <p>(c2) Two (2) Security Guards at Pagadian (Barangay Anonang, Dumalinao, Zamboanga Del Sur)</p> <p>(c3) Two (2) Security Guards at Masbate (Barangay Kinamaligan, Masbate, Masbate City)</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>	
Lot 3	<p>Legaspi Oil Company, Inc.</p> <p>See detailed Terms of Reference as Annex "A"</p>	<p>Legaspi Oil Company, Inc</p> <p>Total Head Count of Security Personnel - Nine (9) to be deployed in the following areas:</p> <p>(a) Seven (7) Security Guards at Legaspi Oil Arimbay Plant (Legaspi Oil Company, Inc., Barangay 47, Arimbay, Legazpi City)</p> <p>(b) Buying Stations:</p> <p>(b1) Two (2) Security Guards at Maco (Purok 2 Anislagan Maco, Compostela Valley, Tagum, Davao Del Norte)</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>	P3,358,003.25
Lot 4	<p>Southern Luzon Coconut Oil Mill, Inc.</p> <p>See detailed Terms of Reference as Annex "A"</p>	<p>Southern Luzon Coconut Oil Mill, Inc.</p> <p>Total Head Count of Security Personnel -</p>	P 836,304.00

		Two (2) to be deployed in the following areas: (a) Southern Luzon Coconut Oil Mill, Inc. Plant (Mulanay, Quezon) See detailed Additional Terms of Reference as Annex "A"	
Lot 5	n/a	n/a	
Total			P18,521,122.46

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 *2023 Corporate Budget* in the amount of *P18,521,122.46*.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

- 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:

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

8. Pre-Bid Conference

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 16th floor, Securities and Exchange Commission (formerly UCPB Building), Makati Avenue, Makati City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within *Five (5) 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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *08 June 2023*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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

20.2. 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), the appropriate licenses and permits required by law and other documents, if any, as 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Security Services.</i></p> <p>b. completed within Five (5) years prior to the deadline for the submission and receipt of bids.</p>															
12	The Financial Bid shall include an Administrative Fee of not be more than Twenty (20%) pursuant to existing laws.															
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than P370,422.45 <i>equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than P926,056.12 <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>															
15	<p>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 tabbed and labeled.</p> <p>"Do not open before 1:30PM on 13 March 2023."</p>															
19.3	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the Revised IRR of RA No. 9184.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lots</th> <th style="text-align: center;">Particulars / Description</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Lot 1</td> <td>SAN PABLO MANUFACTURING CORPORATION See detailed Terms of Reference as Annex "A"</td> <td style="text-align: right;">P3,931,524.00</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td>GRANEXPORT MANUFACTURING CORPORATION See detailed Additional Terms of Reference as Annex "A"</td> <td style="text-align: right;">P10,395,291.21</td> </tr> <tr> <td style="text-align: center;">Lot 3</td> <td>Legaspi Oil Company, Inc. See detailed Terms of Reference as Annex "A"</td> <td style="text-align: right;">P3,358,003.25</td> </tr> <tr> <td style="text-align: center;">Lot 4</td> <td>Southern Luzon Coconut Oil Mill, Inc.</td> <td style="text-align: right;">P 836,304.00</td> </tr> </tbody> </table>	Lots	Particulars / Description	ABC	Lot 1	SAN PABLO MANUFACTURING CORPORATION See detailed Terms of Reference as Annex "A"	P3,931,524.00	Lot 2	GRANEXPORT MANUFACTURING CORPORATION See detailed Additional Terms of Reference as Annex "A"	P10,395,291.21	Lot 3	Legaspi Oil Company, Inc. See detailed Terms of Reference as Annex "A"	P3,358,003.25	Lot 4	Southern Luzon Coconut Oil Mill, Inc.	P 836,304.00
Lots	Particulars / Description	ABC														
Lot 1	SAN PABLO MANUFACTURING CORPORATION See detailed Terms of Reference as Annex "A"	P3,931,524.00														
Lot 2	GRANEXPORT MANUFACTURING CORPORATION See detailed Additional Terms of Reference as Annex "A"	P10,395,291.21														
Lot 3	Legaspi Oil Company, Inc. See detailed Terms of Reference as Annex "A"	P3,358,003.25														
Lot 4	Southern Luzon Coconut Oil Mill, Inc.	P 836,304.00														

	See detailed Terms of Reference as Annex "A"	
Lot 5	n/a	
Total		P18,521,122.46
20.2	<p>The bidder shall be required to submit the following eligibility documents during post-qualification:</p> <p>a) 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;</p> <p>b) 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;</p> <p>c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and</p> <p>d) 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.</p> <p>e) Photocopy of Single Largest Completed Contract or Purchase Order</p> <p>f) Others, if any:</p>	
21.1	<p><i>See detailed Additional Terms of Reference as Annex "A"</i></p> <p>The contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of the contract.</p>	

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Additional requirements for the completion of this Contract shall be:</p> <p><i>See detailed Additional Terms of Reference as Annex "A"</i></p> <p>For purposes of this clause, the Procuring Entities representative are:</p> <p>HQ - Manolito J. Russel (09431281310)</p> <p>San Pablo Manufacturing Plant / Laguna Property - Melissa C. Caringal (09285241761)</p> <p>Granexport Manufacturing Plant - Clarissa R. Balansag (09190695208)</p> <p>Buying Stations - Wesly Lorenzo O. Macayan (09190695216)</p> <p>Legaspi Oil Inc. Arimbay Plant - Charisse A. Macinas (09431287227)</p> <p>Delivery and Documents – (IF APPLICABLE)</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad:]</i> “The delivery terms applicable to the Contract are DDP delivered to Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC) with business address at San Pablo Manufacturing Corporation, CAIP SEZ, Brgy San Antonio, San Pascual, Batangas City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines:]</i> “The delivery terms applicable to this Contract are delivered to Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC) with business address at San Pablo Manufacturing Corporation, CAIP SEZ, Brgy San Antonio, San Pascual, Batangas City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Incidental Services – See detailed Additional Terms of Reference as Annex "A"</p>
2.2	<p>No partial payment is allowed</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>

4	The inspections and tests that will be conducted are: See detailed Additional Terms of Reference as Annex "A"
5	Warranty See detailed Additional Terms of Reference as Annex "A"
6	Liability of the Supplier See detailed Additional Terms of Reference as Annex "A"

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 Number	Description	Quantity	Total	Delivered, Weeks/Months
Lot 1	<p>SAN PABLO MANUFACTURING CORPORATION</p> <p>See detailed Terms of Reference as Annex "A"</p>	<p>SAN PABLO MANUFACTURING CORPORATION</p> <p>Total Head Count of Security Personnel - Nine (9)</p> <p>to be deployed in the following areas:</p> <p>(a) Two (2) Security Guards at Head Office (16th Floor, Securities and Exchange Commission Headquarters, Makati Avenue, Makati City)</p> <p>(b) Five (5) Security Guards at SPMC Plant (CAIP SEZ, Barangay San Antonio, San Pascual Batangas)</p> <p>(c) Two (2) Security Guards at Laguna Property (Schetellig Avenue, San Pablo, Laguna)</p> <p>See detailed Terms of Reference as Annex "A"</p>	P3,931,524.00	15 June 2023
Lot 2	<p>GRANEXPORT MANUFACTURING CORPORATION</p>	<p>GRANEXPORT MANUFACTURING CORPORATION</p>	P10,395,291.21	15 June 2023

	See detailed Additional Terms of Reference as Annex "A"	<p>Total Head Count of Security Personnel - Twenty Seven (27) to be deployed in the following areas:</p> <p>(a) Nineteen (19) Security Guards at Granex Plant (Kiwalan, Iligan City)</p> <p>(b) Two (2) Security Guards at IBMC (Kauswagan, Lanao Del Norte)</p> <p>(c) Buying Stations:</p> <p>(c1) Two (2) Security Guards at Brookes Point Palawan (M Rodriguez St., Brooke's Point Palawan)</p> <p>(c2) Two (2) Security Guards at Pagadian (Barangay Anonang, Dumalinao, Zamboanga Del Sur)</p> <p>(c3) Two (2) Security Guards at Masbate (Barangay Kinamaligan, Masbate, Masbate City)</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>		
Lot 3	Legaspi Oil Company, Inc. See detailed Terms of Reference as Annex "A"	Legaspi Oil Company, Inc. Total Head Count of Security Personnel - Nine (9) to be	P3,358,003.25	15 June 2023

		<p>deployed in the following areas:</p> <p>(a) Seven (7) Security Guards at Legaspi Oil Arimbay Plant (Legaspi Oil Company, Inc., Barangay 47, Arimbay, Legaspi City)</p> <p>(b) Buying Stations:</p> <p>(b1) Two (2) Security Guards at Maco (Purok 2 Anislagan Maco, Compostela Valley, Tagum, Davao Del Norte)</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>		
Lot 4	<p>Southern Luzon Coconut Oil Mill, Inc.</p> <p>See detailed Terms of Reference as Annex "A"</p>	<p>Southern Luzon Coconut Oil Mill, Inc.</p> <p>Total Head Count of Security Personnel - Two (2) to be deployed in the following areas:</p> <p>(a) Southern Luzon Coconut Oil Mill, Inc. Plant (Mulanay, Quezon)</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>	P 836,304.00	15 June 2023
Lot 5	n/a	n/a		n/a

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

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>State either "Comply" or "Not Comply"</i>
Lot 1	See detailed Additional Terms of Reference as Annex "A"	
Lot 2	See detailed Additional Terms of Reference as Annex "A"	
Lot 3	See detailed Additional Terms of Reference as Annex "A"	
Lot 4	See detailed Additional Terms of Reference as Annex "A"	
Lot 5	n/a	

I hereby certify to comply with all the above Technical Specifications.

Signature Over Printed Name of Representative
Date _____

Name of the Company/ Bidder:

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the bidder “passed” in relation to the eligibility and technical documents in the first envelope.

Checklist of Technical and Financial Documents

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 16th Floor Securities and Exchange Commission (SEC) formerly UCPB Building, Makati Avenue, Makati City, on 13 March 2023, not later than 11:00AM. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and 1PDF File in USB) each of the required documents. All pages of the Bid, including attachments thereto shall be initialed by the person signing the Bid.

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

1. Notarized Authority of the signing official/authorized representative of the bidder (Special Power of Attorney and Secretary's Certificate);

2. Certificate of Pending/No Pending Labor Standard Violations/Cases or Clearance issued by the NLRC and DOLE having jurisdiction over the principal office address of the prospective bidder;

3. Certificate of membership in the Philippine Association of Detective and Protective Operators Inc. (PADPAO);

4. Certified True Copy of A valid and current (Not Provisional) "License to Operate (LTO)" issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA);

5. Certified True Copy of Clearance of No Derogatory Record/Certificate of No Pending Case as Private Security Agency issued by PNP-SOSIA, which shall be valid during the submission and opening of bids;
6. Bidder's Company Profile and Organizational Structure of Private Security Agencies indicating the names of its Key Agency Officers;
7. Notarized Certificate of Satisfactory Performance from at least Three (3) previous clients for the last Three (3) years;
8. Latest Monthly Disposition Report (MDR) stamped received by PNP-SOSIA (3 consecutive months prior to the submission and opening of bid);
9. Certificate of Availability of the required Firearms to be supplied by the Private Security Agency (For firearms not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required firearms if awarded the contract);
10. Certificate of Availability of the required Communication Equipment to be supplied by the Private Security Agency (For communication equipment not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required communication equipment if awarded the contract);
11. Certificate of Availability of the required vehicles to be supplied by the Private Security Agency (For vehicle/s not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required vehicle/s if awarded the contract);
12. Certificate of Availability of the required Other Supplies/ Equipment/Paraphernalia to be supplied by the Private Security Agency (For Other supplies/Equipment/Paraphernalia not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required Other supplies/Equipment/Paraphernalia if awarded the contract);
13. Clearance Certificate (issued within three (3) months from the date of the opening of bids), where the principal place of business of the prospective bidder is located, and agency documents indicating the latest payments of the following: (a) Social Security System (SSS); (b) Home Development and Mutual Fund (HDMF/Pag-IBIG); (c) Philippine Health Insurance Commission (PhilHealth);(d) Bureau of Internal Revenue (BIR).
14. A rating of at least SATISFACTORY performance from three (3) previous or current clients for the last Five (5) years from the date of the Deadline of Submission of Bid;
15. Procuring Entity's Security Plan signed by the bidder on all pages;
16. Original Copy of Bank Guarantee or Cash Deposit Certificate of not less

than Two Million Pesos (P2,000,000):

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (j) Original of duly signed and accomplished Financial Bid Form (SEE Annex "F"; **and**
- (k) Original of duly signed and accomplished Price Schedule(s) (SEE Annexes "G1" to "G4");.

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

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

Republic of the Philippines



Government Procurement Policy Board

ANNEX "A"

TERMS OF REFERENCE

The Terms of Reference (TOR) is hereby issued for purposes of hiring the services of the most qualified and competent Private Security Agency (PSA) that is administratively and operationally capable of providing quality services for the different locations or AREAS OF RESPONSIBILITIES (AORs) and serve as guide to parties interested to participate in the 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. FOR A ONE (1) YEAR SERVICE AGREEMENT, in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act."

I. Definition of Terms

Procuring Entity - refers to the CIIF Companies (SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION, LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT OIL MILL, INC.). San Pablo Manufacturing Corporation is the procuring arm of all CIIF Companies for the provision of Security Services requirements of CIIF-OMG.

Private Security Agency - Private Security Agency or Security Provider, as defined in R. A. No. 11917, shall mean, any person, associations, partnership, firm or private corporation, who contacts, recruits, trains, furnishes or post any security guard, to do its functions to individuals, business firms of private or public or government owned or controlled corporations. For purposes of this procurement, the terms "PSA" and "Private Security Agency" shall be equivalent and be used interchangeably.

PNP-SOSIA - Philippine National Police - Supervisory Office for Security and Investigation Agencies.

Security Guard - as defined in R. A. No. 11917, shall mean any person who has been issued a license by PNP-SOSIA and offers or renders personal service to secure or watch either a residence or business establishment or both, or buildings, compounds, or conducts inspections/monitoring, bodily checks/searches and other forms of security inspections, physical/manually or TV monitors or other authorized equipment.

II. APPROVED BUDGET FOR THE CONTRACT (ABC) / AREA OF RESPONSIBILITY (AOR)

The ABC/AOR for the PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION,

LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT OIL MILLS FOR A PERIOD OF ONE (1) YEAR are as follows:

Company	Area of Responsibility (AORs)	No. of Guards	Approved Budget for the Contract (ABC)
SAN PABLO MANUFACTURING CORPORATION (LOT 1)	Head Office - 16th Floor, Securities and Exchange Commission Headquarters, Makati Avenue, Makati City	2	P3,931,524.00
	SPMC Plant Batangas - CAIP SEZ, Barangay San Antonio, San Pascual Batangas	5	
	Laguna Property - Schetellig Avenue, San Pablo, Laguna	2	
GRANEXPORT MANUFACTURING CORPORATION (LOT 2)	Granex Plant Iligan - Kiwalan, Iligan	19	P10,395,291.21
	IBMC - Kauswagan, Lanao Del Norte	2	
	Brooke's Point Buying Station - M Rodriguez St., Brooke's Point Palawan	2	
	Masbate Buying Station - Barangay Kinamaligan, Masbate, Masbate City	2	
	Pagadian Buying Station - Barangay Anonang, Dumalinao, Zamboanga Del Sur	2	
LEGASPI OIL COMPANY, INC. (LOT 3)	LegOil Arimbay Plant - Barangay 47, Arimbay, Legazpi City	7	P3,358,003.25
	MACO - Purok 2 Anislagan Maco, Compostela Valley, Tagum, Davao Del Norte	2	
SOUTHERN LUZON COCONUT OIL MILLS (LOT 4)	SOLCOM Quezon Plant - Mulanay, Quezon	2	P 836,304.00
TOTAL		47	P18,521,122.46

III. TECHNICAL SPECIFICATIONS

A. MINIMUM QUALIFICATION REQUIREMENTS OF THE PSA/SECURITY PROVIDER

- i. Must have been engaged in the security industry for at least FIVE (5) years from the date of opening of bids;
- ii. Must have a current and Regular License to Operate (LTO), as Private Security Agency issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA);
- iii. Must have a Clearance of No Derogatory Record/Certificate of No Pending Case as Private Security Agency issued by PNP-SOSIA, which shall be valid during the submission and opening of bids;
- iv. Must have a Certificate of Pending/No Pending Labor Standard Violations/Cases or Clearance issued by the NLRC and DOLE having jurisdiction over the principal office address of the prospective bidder.
- v. Must have completed, within a period of at least FIVE (5) years, a single contract that is similar to this Project, equivalent to at least "Fifty Percent (50%)" of the ABC; and

B. MINIMUM QUALIFICATIONS OF SECURITY OFFICERS AND SECURITY GUARDS

i. HEAD GUARD (HG)/SHIFT IN-CHARGE (SIC)

1. Filipino Citizen, with good moral character;
2. Not more than fifty-five (55) years of age, Physically and mentally fit;
3. College Graduate of any Bachelor's Degree;
4. Preferably, but not necessarily, a former non-commissioned officer of the AFP or of the PNP with corresponding retirement papers or honorable discharge papers, or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma. Must have never been charged of any major crime and convicted of any crime;
5. Must be at least 5'6" in height;
6. Good knowledge in computer operation and preparation of report;
7. Good communication skills in English, oral and written;

8. Must have undergone the following training: Intelligence/Security/Investigation Seminar, Leadership Seminar, Basic Safety/Fire Prevention, First Aid Course, Self Defense and other security enhancement training.
9. Must have at least three (3) years' experience in the operations of a security supervision;
10. Must possess a valid security officer license.
11. Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CIIF COMPANIES' AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and;
12. Must have never been charged of any crime nor convicted of any crime involving moral turpitude.

ii. SECURITY GUARDS (SGS)

1. Filipino Citizen, with good moral character;
2. Not more than fifty (50) years of age Physically and mentally fit;
3. Preferably have attended at least two (2) years in college;
4. Minimum height for MALE SGs must be 5'6" and for FEMALE SGs must be 5'4";
5. Good knowledge in computer operation and preparation of report;
6. Good communication skills in English, oral and written;
7. Must have at least two (2) years' experience as Security Guard;
8. Must possess a valid security guard license;
9. Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CIIF COMPANIES' AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and
10. Must have never been charged of any crime nor convicted of any crime involving moral turpitude

iii. UNIFORM AND APPEARANCE STANDARD

1. The PSA/Security Provider shall provide, at its own expense, the necessary uniforms of the guards and ensure that said guards are well groomed and in proper/neat attire at all times complete with paraphernalia,

equipment/accessories (i.e. flashlight, holsters, badges, insignias, whistles, timepieces, writing pens, logbooks, raincoats and boots, handcuffs, first aid kit, teargas, nightstick/baton) as may be required to carry out the provision of the contract. No security personnel will be allowed to work within CIIF COMPANIES' AORs without the appropriate uniform, identification card, and other equipment which are essential for security purposes.

2. SG Identification –The PSA/Security Provider security personnel Identification shall contain the name of the Security Guard, Photograph, Company's Name, Address, Designated AOR and must be displayed at all times while on duty.

iv. LIST OF REQUIRED FIREARM/EQUIPMENT/TOOLS

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 Procuring Entity, the following supplies, materials, tools and equipment are required:

EQUIPMENT	QTY/DESCRIPTION	LOCATION
Firearms	Forty-five (45) units-caliber 9mm pistol with ammos; and One (1) per guard on duty Three (3) units- 12 ga. Shotgun with ammos	All except Head Office SPMC – Batangas Granex – Iligan LEGOIL - Arimbay
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	SPMC – Batangas Granex – Iligan LEGOIL - Arimbay
Typewriter/Desktop Computer	Three (3) units	SPMC – Batangas Granex – Iligan LEGOIL - Arimbay
Umbrellas/Rain Coats	47 - umbrellas 47 - raincoats	ALL
Handheld digital cameras/ cellphones with camera	One (1) unit handheld digital camera/cellphone	ALL

	w/ camera (for on-duty Security Guard)	
Mega phones	Three (3) units	SPMC - Batangas Granex - Iligan LEGOIL - Arimbay
Flash lights	One for each guard	ALL
Medical Kit	One for each guard	ALL
Truncheons	One for each guard	ALL
Rain Boots	47 rainboots	ALL
Whistle	one (1) for each guard	ALL
Traffic vest	47 pcs	ALL
Traffic Gloves	47 pcs	ALL
Ostrich Mirror	Three (3) units	SPMC - Batangas Granex - Iligan LEGOIL - Arimbay
Self Defense Baton Stun Gun	Each per Guard	ALL
Transportation Vehicle	One (1), as needed upon request	ALL
Motorcycle with sidecar	Three (3) units	SPMC - Batangas Granex - Iligan LEGOIL - Arimbay

IV. SCHEDULE OF REQUIREMENT

A. POSTING/MANNING HOURS AND REQUIRED EQUIPMENT

1. The PSA/Security Provider must ensure that all security posts within its areas of responsibility are manned with the agreed required number of guards in accordance with this Terms of Reference (TOR).
2. The PSA/Security Provider shall render services twenty-four (24) hours a day, seven (7) days a week inclusive of regular and special holidays in their respective AORs. However, individual Security Officer/Guard shall render Six (6) days duty per week, in consonance with the provisions of the Labor Code except on extreme necessity, where a Security Officer/Guard may render duty for Seven (7) days a week.
3. Work shift schedule of security personnel shall be done in two (2) Shifts, twelve (12) hours work per shift. Shift Schedule Time of Duty 1st Shift 0600H - 1800H 2nd Shift 1800H - 600H. Note: The Procuring Entity Authorized representative has the option to adopt/change a Work Shift Schedule that will work best to ensure attendance of the security personnel of PSA/Security Provider at assigned posting and convenient enough to consider peculiarities of Plant/facilities as the need arises.

4. The PSA/Security Provider must ensure NO Straight or 24-Hours Tour of Duty in the deployment of guard(s) at all Plant/facilities.
5. The list of equipment that the PSA/Security Provider must provide throughout the duration of the contract is enumerated in the attached posting/manning hours and required equipment per AOR. The provision for maintenance of said equipment shall be at the expense of the PSA/Security Provider including gasoline and preventive maintenance requirement of the vehicle (4-wheel vehicle and motorcycle). The vehicles must at all times at least have fifty percent (50%) of fuel tank capacity.
6. The PSA/Security Provider must ensure that the required equipment is provided and readily available at all times, in good working condition and functional throughout the duration of the contract.

V. SCOPE OF WORK

Contracted PSA/Security Provider shall perform the following functions, duties and responsibilities within its AOR:

1. Provide quality security services on four areas of security, to wit: Personnel Security, Physical Security, Document Security, and Communications Security.
 - a. Personnel Security - Secure and protect the Procuring Entity's officials, employees, visitors, guests, air crew, passengers and stake holders from harm, harassment, threat and intimidation within the Procuring Entity's premises;
 - b. Physical Security - Secure and protect Procuring Entity's facilities, equipment and properties from theft, robbery, arson, destruction, sabotage and other criminal acts;
 - c. Document and Information Security - Secure and protect documents and vital information from unauthorized gathering, use, loss, and unsanctioned destruction; and prevent means of unauthorized access to these documents and information to personnel not granted the need to know by competent authority; and
 - d. Communications Security - Prevent unauthorized users/interceptors from accessing radio and telecommunications system and other related facility.
2. Implement and enforce all applicable rules and regulations, Standard Operating Procedures (SOPs) and other issuances relative to the maintenance of safety and security within the scope of work of the contracted PSA/Security Provider;
3. In times of emergency, all deployed security personnel shall be in emergency mode and ready to implement Contingency Plans. Those who are within the immediate location of the emerging situation shall make themselves available for

immediate recall and act as first responders, and be prepared to support the Procuring Entity's authorized representative;

4. Submit the following Reports to the Procuring Entity's authorized representative:
 - A. Incident Report (in case of occurrence of unusual incident);
 - B. Investigation Report (as necessary);
 - C. Information Report (as obtained);
 - D. Daily Activity and Situation Report;
 - E. Roster of Guards (every 15th and 30th of the month);
 - F. Guard Deployment Schedule (every 15th and 30th of the month);

For purposes of this section, the Procuring Entity's authorized representative are as follows:

For items A to C:

- a. Head, Property Division through
- b. Head, Internal Audit
- c. Human Resources Division through Plant HR
- d. Mancom through the Resident Manager

For items D to F

- a. Resident Manager/HR Division

5. Implement existing security plan of the Procuring Entity;
6. Networking with the PNP, AFP and other friendly forces on matters related to the security and protection of respective AORs.

VI. OBLIGATIONS AND RESPONSIBILITIES

1. The Private Security Agency (PSA)/Security Provider shall:
 - a. Establish a Liaison Office in the Procuring Entity, complete with office equipment, consumable office supplies at its own expense prior to actual deployment;
 - b. Provide one (1) Security Coordinator, at its own expense, for effective administrative support, management, supervision, coordination and control of their security personnel. The Security Coordinator shall make sure all obligations under the Contract are properly complied with;
 - c. Provide the required number of Security Guards and Security Officers who are qualified and trained to secure and protect the Procuring Entity's Plant/facilities, equipment and properties, as well as provide protection for its officials, employees, visitors, guests, passengers and stakeholders;
 - d. Submit Bio-data and Work Employment Record with corresponding description of expertise and experience of the nominated Head Guard/Shift-In-Charge; for review or record examination by the Procuring Entity's authorized representative. Acceptance or denial of the nominated

- Security Officers and Guards shall be determined by the Procuring Entity's authorized representative;
- e. Submit to the Procuring Entity's authorized representative the 201 files of all deployed Security Officers and Security Guards which includes the Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for Security Officers/Guards, NBI Clearances, PNP Clearances, Barangay Clearances, Psychoneurotic Test and Drug Tests;
 - f. Provide, at company expense, all necessary firearms, ammunitions, mobility, communication equipment, supplies and other related items in the fulfilment of their obligations under this Contract;
 - g. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, trainings, insurances, and other incidental expenses relative to security guarding;
 - h. Ensure payment of salaries, without delay, to its security personnel and assume the payment for at least (3) months' salaries of its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as one of the bases for the pre-termination of the existing contract and the entire agreement;
 - i. Guarantee that all required equipment is installed/ delivered in CIIF COMPANIES' Plant/facilities at least one (1) week before official assumption of duties as the contracted PSA/Security Provider. The inspection of requirement as per Terms of Reference will be conducted by the Authorized representative of each location for Security Services;
 - j. Assume full responsibility for the proper conduct and efficient performance of its security personnel in the discharge of their duties and responsibilities.
 - k. Holds the Procuring Entity including its officers and employees, free and harmless from any and all claims of its security personnel or any third persons in connection with the performance of its duties and responsibilities;
 - l. Warrants to make available duly qualified, licensed and trained relievers who satisfy the requirements under this Terms of Reference, to ensure continuous and uninterrupted service in the absence of an assigned guard. The posting of a reliever and his qualifications shall be immediately reported by the PSA/Security Provider to safety officer or authorized representative in writing;
 - m. Provide and maintain time record of all vehicles entering and leaving the premises of Procuring Entity;
 - n. Provide and maintain time record of Procuring Entity's employees' daily attendance and visitors;
 - o. Require its security personnel assigned to CIIF COMPANIES Plant/facilities to render services in accordance with the Contract;
 - p. PSA/Security Provider to immediately replace any of its security personnel for loss of trust and confidence or who have rendered unsatisfactory

- performance, displayed questionable behavior or moral acts and willfully and grossly violating SPMC policy, rules and regulations;
- q. The PSA/Security Provider shall not replace security personnel detailed with SPMC without approval of the Procuring Entity's authorized representative;
 - r. The PSA/Security Provider guards shall undergo random drug testing activities at its own expense in accordance with this Terms of Reference;
 - s. Pay its security guards assigned in CIIF COMPANIES Plant/facilities not less than the rates specified in the PSA's submitted Financial Proposal. Payment of these rates shall be in accordance with applicable minimum wage rates and legal entitlements;
 - t. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided under DOLE Department Order No. 150-16 Section 7.5 and other related legislated laws;
 - u. Assume full responsibility for any liability, cause of action or claim which may be filed by any of its security personnel under the Labor Code, Employees Compensation Law or other special laws, rules and regulations mandated by the Department of Labor and Employment (DOLE) which are currently in effect and by virtue hereof, the PSA/Security Provider shall render SPMC, its officers and employees free of any of such liability, cause of action or claims;
 - v. Comply with all obligations and responsibilities stated in the provisions of the contract and contract documents. Non-compliance or violations shall be a ground for cancellation and/or termination of the Security Services Contract after due written notice;
 - w. All taxes payable to the government arising from the Contract shall be borne solely by the PSA/Security Provider;
 - x. Authorizes the Procuring Entity to exact penalty or to deduct an amount equivalent to the loss or damage it suffered by reason of any violation committed by the PSA/Security Provider or any of its security personnel; and
 - y. Turn-over to the Procuring Entity' representative all logbooks upon termination of the contract.
 - z. Should a Security Officers/Guards assigned to AOR's file a claim for unpaid wages or other employment benefits before the National Labor Relations Commission (NLRC) or other appropriate government entity in connection with work performed under the Contract, the Procuring Entity reserves the right to withhold payment of service from the PSA's/Security Provider's.
 - aa. The submission by the PSA/Security Provider of a false and/or fraudulent document or its failure to submit affidavits, clearances and other documents required to support or accompany its billings shall be sufficient ground for the Procuring Entity not to pay the security services being billed and/or to terminate the Contract

2. The Procuring Entity shall:

- a. Grant the Winning Bidder or PSA/Security Provider, the contract to render security services in SPMC Plant/facilities
- b. Pay the PSA/Security Provider for security services rendered upon validation of required billing documents, mandatory government contributions and other requirements in accordance with the Bidding Documents and this Terms of Reference;
- c. Monitor the implementation of the security services in accordance with the specifications and conditions of the contract and the Terms of Reference through its authorized representative;
- d. Reserves the right to require the replacement of any or all of the PSA's/Security Provider's security personnel assigned to the Procuring Entity's facilities who failed to meet the requirements set forth in this Terms of Reference. This is without prejudice to the right of the Procuring Entity to seek relief under prevailing laws, including termination for breach as applicable;
- e. Reserves the right to demand from the PSA/Security Provider the rigid execution of controls in the implementation of security operations as it deems proper, and whenever SPMC Safety Officer finds the security inadequate, it shall have the right to request for reinforcement of the security force to particular Plant/facilities;
- f. Reserves the right to require the PSA/Security Provider to replace, immediately upon the notice, any or all of its security personnel assigned to any AOR who are found to be using illegal drugs, engage in the sale of illegal drugs & prohibited substance, lacking in discipline, integrity, good moral character and aptitude, or for inefficiency or other negligent acts or omissions in the performance of its duties or loss of trust and confidence; and
- g. Reserves the right to require the PSA/Security Provider to replace and transfer security equipment and vehicles within the AOR, upon notice;
- h. The Procuring Entity reserves the right to withhold payment to the PSA in the event that the PSA fails to comply with the requirements, commitments and obligations contained in the contract.

VII. NO EMPLOYER-EMPLOYEE RELATIONSHIP

- A. There shall be no employer-employee relationship between the Procuring Entity and the PSA's/Security Provider's security personnel. The Procuring Entity shall in no way be responsible for any claim for personal injury, wages and other employment benefits and other claims for damages, including death, arising out of, or in connection with, the performance of the guards' duties. The PSA/Security Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties under the Contract.

- B. Should the Procuring Entity be made liable for the PSA's/Security Provider's failure to comply with any provision of the labor code, rules or regulations, the PSA/Security Provider obligates itself to indemnify the Procuring Entity to the full extent of such liability, including litigation expenses and other charges, without need of any demand or legal action. In this regard, the PSA/Security Provider authorizes the Procuring Entity to deduct from the PSA's/Security Provider's billings and/or Performance Security, all expenses incurred for such purpose, including expenses for official travel by its employees/officers, provided that the expenses are duly supported by receipts and/or other acceptable proof of expense.

VIII. SPECIAL CONDITIONS OF THE CONTRACT

A. PAYMENT

- i. The PSA/Security Provider shall guarantee each security personnel a wage rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and the Wage Orders officially issued by the Department of Labor and Employment, Regional Tripartite Wages and Productivity Board (DOLE-RTWPB).
- ii. The PSA/Security Provider shall regularly provide each security personnel copy of official Pay Slip every pay period indicating therein the summary of their salaries, allowances, bonuses, and remittances to SSS, Pag-IBIG, PhilHealth and other authorized deductions.
- iii. In the event that the Regional Tripartite Wages and Productivity Board (RTWPB) or any other competent authority issues a new and valid Wage Order providing for an increase in the minimum wage during the effectivity of the Contract, the Contract Price shall be considered adjusted accordingly based on the published and authenticated rate/s, provided, however, that:
 - a) The adjustment shall be limited to the increment in the legislated minimum wage, and shall not apply or result to any increment in the other benefits of the security personnel, unless otherwise provided in the RTWPB Order, and
 - b) No adjustment shall be made to the Administrative or Overhead Cost (Agency Fee) of the PSA/Security Provider.
- iv. Payment shall be made on a Monthly Basis and shall be based on the actual number of personnel deployed as verified and certified by the authorized representative of SPMC accompanied by a Certificate

of Performance issued by the authorized representative of SPMC attested by the Plant/HR Manager. Payment of remuneration shall be subject to the usual government accounting and auditing regulations. The following documents shall be attached on the billing:

FIRST BILLING:

1. Statement of Account;
2. Copy of Payroll (reflect payment of 13thMonth Pay on monthly basis);
3. Copy of Duty Detail Order (DDO);
4. Guards Schedule;
5. Daily Time Record (DTR) acknowledged by the Procuring Entity's authorized representative;;
6. Summary of Time Record duly certified correct by the Procuring Entity's authorized representative;
7. Copy of the Contract (certified true copy);
8. Notice of Award (certified true copy);
9. Notice to Proceed (certified true copy);
10. Copy of Performance Bond (certified true copy); and
11. Certification that all salaries, wages and other benefits due to guard covering the month is in accordance with DOLE Wage Rates.

SUCCEEDING BILLING:

1. Statement of Account;
2. Copy of Payroll (reflect payment of 13thMonth Pay on monthly basis);
3. Copy of Duty Detail Order (DDO);
4. Guards Schedule
5. Daily Time Record (DTR) acknowledged by the Procuring Entity's authorized representative;;
6. Summary of Time Record duly certified correct by the Procuring Entity's authorized representative;
7. Certification that all salaries, wages and other benefits including payment of all mandatory contributions, covering the month are complied with and in accordance with prevailing laws.

- v. It is agreed and understood that the payment of the contract price shall be made on the condition that the PSA/Security Provider has paid its security personnel assigned at AORs all their salaries, wages and other benefits due them up to time of payment of said amounts by the Procuring Entity in accordance with DOLE Wage Rates. A certification to this effect shall be stated and duly signed in the billings made by the PSA/Security Provider. The Procuring

Entity shall not be required to pay directly to any of PSA's/Security Provider's personnel any amount owing them by the PSA/Security Provider as salaries, wages or for any purposes whatsoever.

- vi. Payment of sums hereunder shall be subject to the usual government accounting and auditing regulations.
- vii. Should the Procuring Entity be constrained to file a case to obtain court relief against the PSA/Security Provider, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the costs of the litigation and other expenses which may entitle the Procuring Entity to recover from the PSA/Security Provider any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in Makati City.

B. INSPECTION AND TEST

- i. The Procuring Entity's authorized representative shall inspect the liaison office, firearms, ammunitions, mobility, communication equipment, supplies, paraphernalia's and other related items issued by the PSA/Security Provider to its Security Officers/Guards upon actual posting and at such other times as the Procuring Entity may deem appropriate;
- ii. The Procuring Entity's authorized representative shall, at any time, inspect PSA/Security Provider Officers/Guards during the performance of their duties to ensure the safety and security of the Procuring Entity's Assets, Plant/facilities including its employees.
- iii. This right to inspect shall not relieve the PSA/Security Provider from full responsibility for the adequate security and protection of the CIIF COMPANIES' Plant/facilities and the contents thereof, or absolve the PSA/Security Provider from liability for all acts or omissions of its guards. The PSA/Security Provider is required to send official representatives during inspections or inventory-taking in CIIF COMPANIES' Plant/facilities;
- iv. Whenever necessary and as requested by the Procuring Entity, the PSA/Security Provider consents and agrees to make available for examination, its Financial Statements, PNP-SOSIA permit to operate, detachment logbooks, time records and such other papers as may be deemed necessary or appropriate;

C. MONITORING AND EVALUATION

- i. The Performance of the PSA/Security Provider will be evaluated quarterly by the Procuring Entity's authorized representative based on the quality of work and its compliance with the terms and conditions of the Contract. The Quarterly Security Performance Evaluation and Inspection Review will be conducted by the Property Division together with the HR Division to assess the performance of the PSA/Security Provider in terms of Contract Compliance, Manpower Requirements, Supplies & Equipment Inspection, Personnel/Work Performance and other related requirement which will form part of the Performance Review of the PSA/Security Provider;
- ii. Firearms, vehicles/motorcycles, handheld radios & other equipment shall be inspected daily by the Procuring Entity's authorized representative to determine its compliance with the contract and TOR;
- iii. The PSA/Security Provider shall maintain at least "SATISFACTORY" level of performance throughout the term of the Contract based on the Procuring Entity's Performance Evaluation Assessment;
- iv. Before the end of the contract period, Procuring Entity's authorized representative shall conduct an assessment or evaluation of the performance of the PSA/Security Provider based on the said Performance Criteria;
- v. The Procuring Entity's authorized representatives shall be composed of representatives from Property Division and Human Resources Division. They shall conduct the monitoring of the Private Security Agency's Performance and deficiencies after every quarter of the year. Report on the findings of the Committee shall be submitted to the Management Committee;
- vi. Based on the Performance Assessment, Procuring Entity may cause the termination process of the Contract for failure of the PSA/Security Provider to perform its obligations thereon following the procedure prescribed under the "Guidelines of Termination of Contracts" issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.

D. LIABILITY OF THE SECURITY PROVIDER

- i. The PSA/Security Provider shall be responsible for any loss or damage that may be suffered by the CIIF COMPANIES' Plant/facilities to PSA's/Security Provider's willful act or negligence or violation of the Contract, or due to the willful act or

negligence/carelessness of its Security Guards and Supervisors in the performance of their duties. In such event, and at the sole discretion of the Procuring Entity, lost or damaged to CIIF COMPANIES' properties within the AOR's shall be replaced based on the Fair Market Value (FMV) of said CIIF COMPANIES' properties. FMV shall mean the current appraised value of the relevant property as determined by the Procuring Entity based on an in-house or third party appraisal. The Procuring Entity shall have the prerogative to suspend payments due to the PSA/Security Provider under the Contract, pending result of final investigation of the loss or damage, without prejudice to other legal remedies available to the Procuring Entity. Upon receipt of the result of investigation and due notice to the PSA/Security Provider, any loss or damage to Procuring Entity properties be found to have been caused by the fault or negligence of the Security Guards, Supervisors and/or the PSA/Security Provider itself, the PSA authorizes the Procuring Entity to deduct from any payments due to the PSA/Security Provider under the Contract, the corresponding FMV of the property that was lost or damaged, and to forfeit the Performance Security, without prejudice to other legal remedies available to the Procuring Entity;

- ii. In cases of encroachment upon CIIF COMPANIES' Plant/facilities by illegal settlers, the Procuring Entity shall have the prerogative to withhold payments due to the PSA/Security Provider from its security billings under the contract, and to forfeit its Performance Security, without prejudice to other legal remedies available to the Procuring Entity under the contract and applicable laws. The amount withheld shall be released only upon the PSA's/Security Provider's eviction of the illegal settlers or upon the complete resolution of the illegal settlement or encroachment issue as may be determined by the Procuring Entity. However, in the event that the PSA/Security Provider fails to resolve such illegal settlement or encroachment issue after a reasonable period, and it no longer manifests interest in resolving the same, SPMC shall, upon prior written notice, have the prerogative to declare the PSA/Security Provider in default and the withheld amount shall be recovered by the Procuring Entity. In no case, however, shall the forfeited Performance Security be returned to the PSA/Security Provider. In the event of such forfeiture, the PSA/Security Provider shall provide the Procuring Entity with a new Performance Security in accordance with section 39 of RIRR 2016 and the BDS as security for the faithful performance by the PSA/Security Provider of any and all its obligations under the contract, and to cover any loss, damage or injury suffered by the Procuring Entity or for which the PSA/Security Provider may be made liable under the terms of the

contract. Failure by the PSA/Security Provider to provide SPMC with a new or replacement Performance Security shall entitle the Procuring Entity to terminate the contract;

- iii. The PSA/Security Provider shall assume full responsibility for any loss of or damage to any property, and for any personal injury, including death, of any person, that may be caused by act, willful omission or gross negligence of its security personnel assigned to AOR's;
- iv. The PSA/Security Provider shall hold the Procuring Entity free and harmless from any and all liabilities or claims for loss or damage to property or for personal injury, including death, which the Procuring Entity, its officials, employees and personnel or third persons may suffer by reason of the performance or non-performance of the obligations of the PSA/Security Provider under the Contract.

E. PERFORMANCE SECURITY

- i. The PSA's/Security Provider's Performance Security shall serve as security for the faithful performance by the PSA/Security Provider of any and all its obligations under the contract, and to cover any loss, damage or injury caused by the PSA/Security Provider or its security personnel in the performance of the contract or for which the PSA/Security Provider may be made liable under the terms of the contract. However, the liability of the PSA/Security Provider shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by SPMC, its personnel or representatives;
- ii. Thereupon, the PSA's/Security Provider's Performance Security shall be forfeited in favor of Procuring Entity in case the PSA/Security Provider fails to comply with the terms and conditions of the Contract. Should the amount forfeited be insufficient to cover the loss, damage or injury incurred due to the fault of the PSA/Security Provider or its security personnel, the PSA/Security Provider shall pay the remaining balance. In this connection, the PSA/Security Provider authorizes the Procuring Entity to withhold payment of its security service fees until the amount of the loss, injury or damage has been paid to SPMC, or to directly offset such payment against the amount of the loss, damage or injury;
- iii. The PSA's/Security Provider's Performance Security shall likewise cover any and all claims for non-payment of wages, salary differentials or whatever monetary claims its security personnel

may have against the PSA/Security Provider, to the extent of the work performed under the Contract with the Procuring Entity. In such event, the liability of the PSA/Security Provider shall not be limited to the amount of the Performance Security but to the actual amount of valid claims of the security personnel of the PSA/Security Provider;

- iv. The cost of obtaining such Performance Security and maintaining the same throughout the Contract period shall be borne solely by the PSA/Security Provider;
- v. The PSA/Security Provider shall present and deliver the Performance Security to the Procuring Entity within a maximum period of ten (10) calendar days from the receipt of the Notice of Award (NOA) from the SPMC, with proof of payment of the required premium thereof. The PSA/Security Provider shall maintain the Performance Security for a period of two (2) years from the effectivity of the Contract.

F. SETTLEMENT OF DISPUTES AND VENUE OF ACTIONS

- i. Any and all disputes arising from the implementation of the contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law", Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004" and the Supreme Court's Special Rules on Alternative Dispute Resolution;
- ii. In the event of litigation arising from/relating to the terms and conditions of the contract, the venue of such court actions shall be in Makati City, and the PSA waives any other venue;
- iii. For any breach by the PSA of any of the stipulations, conditions, warranties, representations or obligations under the contract as determined by the Procuring Entity, the latter shall retain, as liquidated damages, all sums of money due to the PSA. Any consideration, concession, tolerance or relaxation of any provision of the contract shall not be interpreted as a renunciation on the part of SPMC of any of its rights granted therein.

G. SECURITY PLAN

The PSA/Security Provider shall implement in good faith the Security Plan of the Procuring Entity.

H. CONFIDENTIALITY CLAUSE

- i. All information, data and documents concerning the business and affairs of the Procuring Entity shall be classified as confidential and shall be treated with extreme secrecy by the PSA/Security Provider, Officers/Guards and shall not be communicated or disclosed to any person or entity without prior written clearance from the Procuring Entity even after the termination of its contract;
- ii. In the event that the PSA/Security Provider fails to comply with this Confidentiality Clause, the Procuring Entity shall have the option to apply pertinent provisions of R. A. No. 5487 without prejudice to the right of the Procuring Entity to seek relief under prevailing laws, including termination for breach as applicable;
- iii. A non-disclosure agreement with SPMC shall form part of the contract between the PSA/Security Provider and SPMC.

I. TERMINATION/CANCELLATION OF THE CONTRACT

- i. Owing to the nature of the services rendered by the PSA/Security Provider, the Procuring entity shall have the right, upon written notice to the PSA/Security Provider and without need of court action, may immediately and unilaterally cause the cancellation/termination of the contract, wholly or in part, on any of the following grounds:
 1. Revocation by the PNP/SOSIA of the AGENCY's License to Operate (LTO);
 2. Expiration or suspension of the PSA/Security Provider's LTO;
 3. Expiration or cancellation of the PSA's Certificate of Registration as Contractor issued by the Regional Office of the Department of Labor and Employment where the PSA/Security Provider principally operates;
 4. Failure of the PSA/Security Provider to maintain its Performance Security;
 5. Expiration or suspension of the license or permit of any of the security guards assigned to the Procuring Entity's plant/facilities, or of any other license or permit necessary for the performance of the PSA's/Security Provider's obligations under the contract;
 6. When the misconduct, fault or negligence of the PSA/Security Provider or its security personnel, or a violation by the PSA/Security Provider of its obligations, results in physical injury or death to other security personnel of the PSA/Security Provider, or to the Procuring Entity's personnel or third parties; or when such misconduct, fault,

- negligence or violation causes loss of or damage to CIIF COMPANIES' plant/facilities or properties of Procuring Entity's personnel or third parties;
7. Non-payment by the PSA/Security Provider of the salaries/wages and other employment benefits of its security guards/employees assigned to the Procuring Entity's plant/facilities. Failure of the Procuring Entity's to pay the monthly billings, should not, at any time, be used by the PSA/Security Provider as an excuse for not paying its guards;
 8. Non-remittance/non-payment by the PSA/Security Provider of the compulsory social security benefit required contributions (including the employer's share/contribution, as applicable) to the SSS, PhilHealth, PagIBIG, and Employees Compensation/State Insurance Fund;
 9. Any false, misleading or fraudulent representation made by the PSA/Security Provider in connection with the procurement or bidding process, or in connection with the implementation of, or the performance of its obligations under, the contract;
 10. The PSA/Security Provider has engaged or is engaging in corrupt or collusive or coercive or obstructive practices defined in ITB 4, or is engaging in unlawful or unethical business or employment practices;
 11. Loss of trust and confidence in the PSA/Security Provider;
 12. Any decrease or increase in the number of guards and/or reshuffling of the guard/s, or any removal or replacement of guards, without the prior written approval of the Procuring Entity;
 13. Failure of the PSA/Security Provider to cause the withdrawal, replacement, decrease or increase of posting and number of guards as required by the Procuring Entity;
 14. Failure of the PSA/Security Provider to comply with the requirements for billing;
 15. Failure of the PSA/Security Provider to implement the payment of wages and other legal entitlements of its security guards posted at the Procuring Entity's plant/facilities through Automated Teller Machine (ATM) in accordance with the contract;
 16. Failure of the PSA/Security Provider or its security personnel to comply with their obligations under the contract;
 17. Should the contract be cancelled or terminated, the PSA/Security Provider shall not be entitled to any right other than those which may have accrued at the time of the cancellation or termination of the contract.

18. The PSA/Security Provider shall immediately and without need of demand, and in no case later than five (5) calendar days from receipt of written notice of the termination of the contract, indemnify the Procuring Entity for any loss or damage it has sustained on account of any of the foregoing grounds for cancellation/termination.

19. In case of cancellation or termination of the contract, the PSA/Security Provider shall submit to the Procuring Entity the quitclaims and releases of its security personnel without prejudice to other documents which the Procuring Entity may require.

J. WARRANTY - The PSA's/Security Provider's warranties are:

i. The PSA/Security Provider warrants that the security personnel assigned to CIIF COMPANIES' plant/facilities are:

1. duly trained and licensed to act as Security Officers/Guards (Detachment Commander/Head Guard and Shift-In-Charge), to bear firearms, and to perform their duties under the Contract;

2. competent, efficient, reliable, physically and mentally fit based on valid and current medical and neuro-psychiatric evaluation/clearance, of good moral character and without criminal or other derogatory record based on valid and current clearances issued by the National Bureau of Investigation, the Philippine National Police, the Barangay where the security guard resides, as well as the Police Department, the Office of the Prosecutor, the Regional Trial Court, and the Metropolitan Trial Court or other first-level trial court, of the City or Municipality where the security guard resides;

3. have been tested negative for use of any prohibited drug;

4. sufficiently knowledgeable of the use and nature of the weapons, ammunitions, devices, equipment, vehicle and other security paraphernalia;

5. will abide by the Procuring Entity's rules and regulations.

ii. The PSA/Security Provider also warrants that the firearms and ammunitions issued to its security personnel are duly licensed as required by law, and that the said firearms and ammunitions, as well as all mobility, communication equipment, supplies and other

related items provided by the PSA/Security Provider to its security personnel, are serviceable and dependable;

- iii. The PSA/Security Provider likewise warrants that it shall comply with its obligations as employer of the security guards under labor laws, rules and regulations, and shall hold the SPMC free from any liability to them. The PSA/Security Provider shall assume full responsibility for the payment of compensation, salaries, wages, and other benefits of its security personnel, including benefits for any personal injuries, including death which may be sustained in the performance of security services to SPMC plant/facilities;
- iv. The PSA/Security Provider further warrants that it shall be responsible for any loss or damage that may be suffered by the CIIF COMPANIES' Plant/facilities . or its properties due to the willful act and/or negligence of its employees in the performance of their duties. The PSA/Security Provider shall likewise assume full responsibility for any loss of or damage to any property, and for any personal injury, including death of any person that may be caused by the act, willful omission or negligence of its security personnel assigned to the CIIF COMPANIES' plant/facilities.

Annex "B"

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;

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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 (Makati)	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1
SPMC Plant (Batangas)	6:00AM to 6:00PM	3
	6:00PM to 6:00AM	2
Laguna Property (Laguna)	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1

TOTAL: **9**

II. GRANEX

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

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	6:00PM to 6:00AM	1
Masbate	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1
Pagadian	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1

TOTAL: 27

III. **LEGOIL**

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

TOTAL: 9

IV. **SOLCOM**

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

TOTAL: 2

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

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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)

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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.

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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

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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.

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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 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	
DELIVERY TRUCK / PARKING AREA 6am-6pm 6pm-6am	Assist at the copra receiving /weighing section to control the operation, to ensure that the driveway is available for use & maintain proper parking of all delivery trucks / all types of vehicles.
Post No. 3	
SCRAP AREA 6am-6pm 6pm-6am	Record and monitor all activities and items covered in post for further inventory.
Post No. 4	
LOADING PIER TOWER 6am-6pm 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. 5	
UNLOADING AREA & CASH WITHDRAWAL (day	Monitor and record all vessels arriving at the unloading area.

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shift only) 6am-6pm 6pm-6am	Establish procedures and assist in all cash withdrawal transactions
Post No. 6 & 7	
SOLVENT PLANT and 69KV sub-station (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, LANA DEL NORTE

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

LEGOIL-ARIMBAY

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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.

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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 COMPANIES 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

Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

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

Conforme : _____

Signature over Printed Name of Bidder/ Authorized Representative

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. 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.

Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

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;
- l. 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

Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

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 : _____

Signature over Printed Name of Bidder/ Authorized Representative

Annex " C1"

Name of Project : Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc.

Approved Budget for the Contract (ABC) : _____

CERTIFICATE OF AVAILABILITY OF REQUIRED FIREARMS AND AMMUNITIONS

This is to certify that the herein listed firearms, in operational and good condition, will be supplied Coconut Industry Investment Fund - San Pablo Manufacturing Corporation 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.**

FIREARM Caliber / Make	QUANTITY	AMMUNITIONS	REMARKS

NOTE: For firearms not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required firearms if awarded the contract.

Name of Bidder's or Private Security Agency (PSA)

Bidder's/PSA Authorized Representative
(Signature over Printed Name)

Date

Annex "C2"

Name of Project : Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc.

Approved Budget for the Contract (ABC) : _____

CERTIFICATE OF AVAILABILITY OF REQUIRED COMMUNICATION EQUIPMENT

This is to certify that the herein listed licensed communication equipment, in operational and good condition, will be supplied Coconut Industry Investment Fund - San Pablo Manufacturing Corporation 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.**

DESCRIPTION	QUANTITY	REMARKS
2 way radio	15 units	
Cellphone with Camera	15 units	

NOTE: For communication equipment not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required communication equipment if awarded the contract.

Name of Bidder's or Private Security Agency (PSA)

Bidder's/PSA Authorized Representative
(Signature over Printed Name)

Date

Annex "C3"

Name of Project : Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc.

Approved Budget for the Contract (ABC) : _____

**CERTIFICATE OF AVAILABILITY OF REQUIRED
TRANSPORTATION/VEHICLE**

This is to certify that the herein listed transportation/vehicle, in operational and good condition, will be supplied Coconut Industry Investment Fund - San Pablo Manufacturing Corporation 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.**

VEHICLE	QUANTITY	REMARKS

NOTE: For vehicle/s not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required vehicle/s if awarded the contract.

Name of Bidder's or Private Security Agency (PSA)

Bidder's/PSA Authorized Representative
(Signature over Printed Name)

Date

Annex "C4"

Name of Project : Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc.

Approved Budget for the Contract (ABC) : _____

**CERTIFICATE OF AVAILABILITY OF REQUIRED OTHER
SUPPLIES/EQUIPMENT/PARAPHERNALIA**

This is to certify that the herein listed equipment/paraphernalia, in operational and good condition, will be supplied to Coconut Industry Investment Fund - San Pablo Manufacturing Corporation 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.**

TYPE	QUANTITY	REMARKS
Firearms		
Gun storage vault		
Cleaning and disarm station		
Metal Detectors (handheld)		
Metal Detectors (handheld)		
Typewriter/Desktop Computer		
Umbrellas/Rain Coats		
Handheld digital cameras/ cellphones with camera		
Mega phones		
Flash lights		
Medical Kit		
Truncheons		
Riot Shield		
Gun storage vault		
Rainboots		
Police Whistles		
Traffic vest		
Traffic Gloves		
Ostrich Mirror		
Self Defense Baton Stun Gun		

NOTE: For other supplies/Equipment/Paraphernalia not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required Other supplies/Equipment/Paraphernalia if awarded the contract.

Name of Bidder's or Private Security Agency (PSA)

Bidder's/PSA Authorized Representative
(Signature over Printed Name)

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]

Omnibus Sworn Statement (Revised)
[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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Bid Form for the Procurement of Goods
(shall be submitted with the Bid)

FINANCIAL BID FORM

Date: _____

Invitation to Bid

No: _____

To: (name and address of Procuring Entity)

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver to (name of Procuring Entity), our services in conformity with the said Bidding Documents.

Project Name: Provision of Security Services for:	Bid (in words)	Bid (in Php)
San Pablo Manufacturing Corporation		
Granexport Manufacturing Corporation		
Legaspi Oil Company, Inc.		
Southern Luzon Coconut Oil Mill, Inc.		
Total Bid		

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of

Date: _____

Location	SPMC (HEAD OFFICE)	SPMC (BAUAN)	SPMC (LAGUNA)
No. of Personnel	2	5	2
Daily Rate (DR)	(Minimum Wage)	(Minimum Wage)	(Minimum Wage)
No. of days per month	32.87	32.87	32.87
No. of days per year	394.4	394.4	394.4
No. of months required	12	12	12
PART A. LABOR COST			
I. Amount of compensation directly paid to employee			
a.) Basic Monthly Salary (DR x no. of days per year / 12)			
b.) Overtime Pay			
b.1) Regular Overtime (4 hrs/day)			
b.2) Night Differential (8 hrs/day)			
c.) 13th Month Pay (BS/12)			
d.) 5 days Service Incentive Leave (SIL) (DR x5/12)			
e.) Retirement Pay (BMS/2/12)			
f. Sub-total (Sum of a,b (1&2), c, d, and e)			
II. Amount of Mandatory Contributions to the Government			
a.) SSS Contribution*			
b.) WISP*			
c.) SSS EC*			
d.) Philhealth Contribution**			
e.) Pag ibig Contribution			
f.) State Insurance Fund			
g. Sub-total (Sum of a,b,c,d, e and f)			
III. Total Amount to Employee and Government			
IV. Add: Administrative Fee			
V. Total of items III and IV			
VI. Add: Value-Added Tax (12% of item V)			
VII. Total Monthly Rate per Head			
No. of personnel			
VIII. Total Monthly Rate (Item VII No. of personnel)			
No. of months required			
IX. Total Cost for Part A			
GRAND TOTAL			

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2022-033) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis for Philhealth

Location	GRANEX (ILIGAN)	IBMC (LANAO DEL NORTE)
No. of Personnel	19	2
Daily Rate (DR)	(Minimum Wage)	(Minimum Wage)
No. of days per month	32.87	32.87
No. of days per year	394.4	394.4
No. of months required	12	12
PART A. LABOR COST		
I. Amount of compensation directly paid to employee		
a.) Basic Monthly Salary (DR x no. of days per year / 12)		
b.) Overtime Pay		
b.1) Regular Overtime (4 hrs/day)		
b.2) Night Differential (8 hrs/day)		
c.) 13th Month Pay (BS/12)		
d.) 5 days Service Incentive Leave (SIL) (DR x5/12)		
e.) Retirement Pay (BMS/2/12)		
f. Sub-total (Sum of a,b (1&2), c, d, and e)		
f. Sub-total (Sum of a,b (1&2), c, d, and e)		
II. Amount of Mandatory Contributions to the Government		
a.) SSS Contribution*		
b.) WISP*		
c.) SSS EC*		
d.) Philhealth Contribution**		
e.) Pag ibig Contribution		
f.) State Insurance Fund		
g. Sub-total (Sum of a,b,c,d, e and f)		
III. Total Amount to Employee and Government		
IV. Add: Administrative Fee		
V. Total of items III and IV		
VI. Add: Value-Added Tax (12% of item V)		
VII. Total Monthly Rate per Head		
No. of personnel		
VIII. Total Monthly Rate (Item VII No. of personnel)		
No. of months required		
IX. Total Cost for Part A		
GRAND TOTAL		

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2022-033) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis for Philhealth

Location	CBS (PALAWAN)	CBS (MASBATE)	CBS (PAGADIAN)
No. of Personnel	2	2	2
Daily Rate (DR)	(Minimum Wage)	(Minimum Wage)	(Minimum Wage)
No. of days per month	32.87	32.87	32.87
No. of days per year	394.4	394.4	394.4
No. of months required	12	12	12
PART A. LABOR COST			
I. Amount of compensation directly paid to employee			
a.) Basic Monthly Salary (DR x no. of days per year / 12)			
b.) Overtime Pay			
b.1) Regular Overtime (4 hrs/day)			
b.2) Night Differential (8 hrs/day)			
c.) 13th Month Pay (BS/12)			
d.) 5 days Service Incentive Leave (SIL) (DR x5/12)			
e.) Retirement Pay (BMS/2/12)			
f. Sub-total (Sum of a,b (1&2), c, d, and e)			
f. Sub-total (Sum of a,b (1&2), c, d, and e)			
II. Amount of Mandatory Contributions to the Government			
a.) SSS Contribution*			
b.) WISP*			
c.) SSS EC*			
d.) Philhealth Contribution**			
e.) Pag ibig Contribution			
f.) State Insurance Fund			
g. Sub-total (Sum of a,b,c,d, e and f)			
III. Total Amount to Employee and Government			
IV. Add: Administrative Fee			
V. Total of items III and IV			
VI. Add: Value-Added Tax (12% of item V)			
VII. Total Monthly Rate per Head			
No. of personnel			
VIII. Total Monthly Rate (Item VII No. of personnel)			
No. of months required			
IX. Total Cost for Part A			
GRAND TOTAL			

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2022-033) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis for Philhealth

Location	LEGOIL (ARIMBAY)	CBS (MACO)	SOLCOM
No. of Personnel	7	2	2
Daily Rate (DR)	(Minimum Wage)	(Minimum Wage)	(Minimum Wage)
No. of days per month	32.87	32.87	32.87
No. of days per year	394.4	394.4	394.4
No. of months required	12	12	12
PART A. LABOR COST			
I. Amount of compensation directly paid to employee			
a.) Basic Monthly Salary (DR x no. of days per year / 12)			
b.) Overtime Pay			
b.1) Regular Overtime (4 hrs/day)			
b.2) Night Differential (8 hrs/day)			
c.) 13th Month Pay (BS/12)			
d.) 5 days Service Incentive Leave (SIL) (DR x5/12)			
e.) Retirement Pay (BMS/2/12)			
f. Sub-total (Sum of a,b (1&2), c, d, and e)			
f. Sub-total (Sum of a,b (1&2), c, d, and e)			
II. Amount of Mandatory Contributions to the Government			
a.) SSS Contribution*			
b.) WISP*			
c.) SSS EC*			
d.) Philhealth Contribution**			
e.) Pag ibig Contribution			
f.) State Insurance Fund			
g. Sub-total (Sum of a,b,c,d, e and f)			
III. Total Amount to Employee and Government			
IV. Add: Administrative Fee			
V. Total of items III and IV			
VI. Add: Value-Added Tax (12% of item V)			
VII. Total Monthly Rate per Head			
No. of personnel			
VIII. Total Monthly Rate (Item VII No. of personnel)			
No. of months required			
IX. Total Cost for Part A			
GRAND TOTAL			

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2022-033) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis for Philhealth

ANNEX "H"

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

NAME OF CONTRACT TO BE BID: PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION, LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT OIL MILL, INC.

This is to certify that _____ has the following ongoing government and private contracts including contracts awarded but not yet started within the last five (5) years:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
I. GOVERNMENT							
II. PRIVATE							

INSTRUCTIONS:

- a.) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be 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.

Note: The supporting documents stated below shall be presented during the Post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

- 1.) Notice of Award;
- 2.) Notice to Proceed; and
- 3.) Contract Agreement.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

ANNEX "I"

**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT
(SLCC)**

NAME OF CONTRACT TO BE BID: PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION, LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT OIL MILL, INC.

This is to certify that _____ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) 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)

Instructions:

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

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

- 1.) Contract Agreement; and
- 2.) Certificate of Performance

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

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. **Winning bidder agrees that 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 Name and Signature]

[Insert Signatory's Legal Capacity]

[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]

ANNEX "K"

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

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

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Supplier / Distributor / Manufacturer

Signature of Authorized Representative

ANNEX "L"

Sealing of Bids as defined in Section 15 of the ITB (Illustration of bids with 1 original, 1 duplicate and 1 USB copy, each box in the diagram represents a sealed envelope)

