

Republic of the Philippines Office of the President Philippine Sports Commission

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Security Services for the Philippine Sports Commission

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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



Republic of the Philippines Office of the President Philippine Sports Commission

Invitation to Bid for Procurement of Security Services for the Philippine Sports Commission

- 1. The Philippine Sports Commission, through PSC Funds FY 2021, intends to apply the sum of Forty-Nine Million Two Hundred Sixty-One Thousand Four Hundred Eighty Pesos and 44/100 (₱49,261,480.44) being the Approved Budget for the Contract (ABC) to payments under the contract for Procurement of Security Services for the Philippine Sports Commission [PSCBAC-18-2021]. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Philippine Sports Commission** now invites bids for the above Procurement Project. The Contract for Security Services shall be for a period of **three** (3) **years from the receipt of the Notice to Proceed**. Bidders should have completed, within **three** (3) **years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Prospective bidders may obtain further information from the **Philippine Sports Commission** and inspect the Bidding Documents at the address given below from **Mondays to Fridays**, 8:00 **AM to 5:00 PM**.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on **24 November 2021** 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 **P25,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person.**
- 6. The **Philippine Sports Commission** will hold a Pre-Bid Conference on **2 December 2021**, **10:00 AM**, to be conducted onsite and online. Onsite Pre-Bid Conference will be held at Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila, which shall be open to prospective bidders. Only one representative per prospective bidder shall be allowed. The representative must: (a) present a negative COVID-19 RT-PCR (swab test) result taken at least three (3) days before the scheduled Pre-Bid conference; and (b) fill out and submit the Health Declaration Form (HDF) at least two (2) days prior to the Pre-Bid conference. The HDF may be accessed through this link: https://bit.ly/3m9sxB6.

Prospective bidders who wish to attend the Pre-Bid Conference online must send the following details to the BAC Secretariat through email at bac@psc.gov.ph at least 2 days prior to the scheduled Pre-Bid conference:

Company Name

- Company Address
- Name of Representative
- Designation
- Email address
- Contact Number
- 7. Bids must be duly received by the BAC Secretariat through **manual submission only** at the office address as indicated below, on or before **14 December 2021 at 10:00 AM.** 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 conducted onsite on **14 December 2021**, **10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representative who choose to attend the activity. The representative must: (a) present a negative COVID-19 RT-PCR (swab) test result taken at least three (3) days before the scheduled Opening of Bids; and (b) fill out and submit the Health Declaration Form (HDF) at least two (2) days prior to the scheduled Opening of Bids. The HDF may be accessed this link: https://bit.ly/3m9sxB6. Only one representative per bidder shall be allowed.
- 10. The **Philippine Sports Commission** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Atty. Michelle C. Labajanan
Bids and Awards Committee Secretariat
Philippine Sports Commission
2nd Floor, Administration Building
Rizal Memorial Sports Complex
P. Ocampo Sr. St.,
Malate, Manila
bac@psc.gov.ph
8523-9831 local 186
www.psc.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: https://psc.gov.ph/en/pbd,-bid-data-sheet-and-terms-of-reference.html

23 November 2021

(Sgd.)
ATTY. GUILLERMO B. IROY, JR.
Chairman, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Sports Commission**, wishes to receive Bids for the **Procurement of Security Services for the Philippine Sports Commission**. with identification number **PSCBAC-18-2021**.

The Procurement Project (referred to herein as "Project") is composed of one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of **Forty-Nine Million Two Hundred Sixty-One Thousand Four Hundred Eighty Pesos and 44/100 (\$\mathb{P}49,261,480.44)**.
- 2.2. The source of funding is:
 - a. Philippine Sports Commission (PSC) Funds.

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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The 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 Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three** (3) **years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120)** calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 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:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Procurement of Security Services
	b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than ₱985,229.60 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than P2,463,074.00 [five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	No further instructions.
20.2	No further instructions.
21.2	The bidder shall submit one original and one duplicate copy of the first and second components of its Bid, both of which should be placed in one mother envelope.
	The minimum number of years of experience of the bidder must be at least five (5) years.
	Additional Requirements:
	1. Duly Signed and Notarized Statement of the prospective Bidder of all its ongoing and completed government and/or private contract awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the period for the last three (3) years prior to the deadline for the submission and receipt of bids.
	The statement shall include all information required in the PBDs prescribed by the GPPB:
	The list shall state the following for each contract:
	a. Name of clients with contact numbers and addresses;

- b. Date of award of contract;
- c. Total contract cost.

Other Additional Documents:

- a. Certificate of Site Inspection for RMSC, Philsports, Baguio and other venues issued by the Chief of Sports Facilities Division.
- b. Certificate of Registration issued by DOLE.
- c. Certificate of Compliance issued by DOLE:
 - 1.) Certificate of Compliance on General Labor Standards.
 - 2.) Certificate of Compliance on Occupational Safety and Health standards valid as of opening of bids
- d. 1.) Sworn /statement stating that the Company has not been finally adjudged by any court of competent jurisdiction or Government Agency (i.e. NLRC) to have violated any labor law or social legislation law.
 - 2.) Sworn Statement that the Security guards have no pending Criminal and Administrative cases filed before any court of competent jurisdiction, any government Agency, Quasi-Judicial agency and no pending case within their Security Agency.
- e. Certificate of Membership/Registration from Philippine Association of Detective and Protection Agency Operators (PADPAO), Inc.
- f. Copy of Valid License to Operate (LTO) issued by PNP-Security Agencies and Guards Supervision Division (PNP-SAGSD).
- g. NTC license for hand-held radios
- h. Certificate of Commendation of Satisfactory Performance issued by clients and/or END USER'S Certificate or Performance Evaluation issued by PSC for bidders who have contract/s with PSC to be issued by the Chief Sports Facilities Division.
- i. Company Profile
- j. Organizational Chart
- k. Duly signed and notarized statement of availability of key personnel for RMSC, Philsports, Other Venues & Baguio that may be used for the Contract, supported with a list (to include number of licensed security guard).

 Duly signed and notarized statement of availability of equipment, owned, under lease; or a purchase agreement that may be used for the contract supported by a list of said equipment together with proof of ownership or contract of lease (to include number of licensed firearms, number & kind of communication devices, number of motor power vehicles and other equipment that may be used for the contract.

All necessary documents pertaining to the security guards such as duty detail order, certified true copies of guard's license, certified true copy of firearms license, and individual company ID, original copy of PDS-Bio Data with original picture attached will be submitted during post-qualification.

The Security Agency must have a minimum number of five hundred (500) aggregate Security Guards deployed with proof of deployment such as contract. (Must be submitted during the Post Qualification).

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

aca	
GCC	
Clause	
1	
	Delivery and Decomposite
	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are delivered Manila, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Chief, Sports Facilities Division, Philippine Sports Commission.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; h. furnishing of tools required for assembly and/or maintenance of the
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Spare Parts -

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. 2.2 The terms of payment shall be as follows: payment shall be allowed after complete submission of necessary documents as required by the Procuring Entity. 4 The inspections and tests that will be conducted are: None.

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
1	Procurement of Security Services	Refer to the Terms of Reference	the Terms of	The Contract shall be for a period of 3 years from receipt of the Notice to Proceed

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[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 crossreferenced 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.]
1	Minimum Qualifications of Security Guards – Annex A	,,,
2	Minimum Security Equipment Required by PSC – Annex B	
3	Security Plan of the Philippine Sport Commission – Annex C	
4	Organizational Structure of the Security Force Per Venue – Annex D	
5	Security Guards Assignments / Tour of Duties / Manpower Deployment – Annex E	

6	Operating Policies and Procedures – Annex F	
7	Uniform – Annex G	
8	PSC Performance Criteria – Annex H	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

General Information

	1. Name of Bidder
	2. a. Office Address
	b. Telephone No.
	c. Fax No.
	d. Email Address
	3. a. Authorized Managing Officer (AMO) b. Citizenship
	c. Position / Designation
	4. Type of Organization (please check)
	Sole Proprietorship Corporation
	Partnership Others, specify
I.	TECHNICAL COMPONENT ENVELOPE
	Class "A" Documents
	<u>Legal Documents</u> (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	[Certificate of Incorporation, Articles of Incorporation and By-Laws], Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent Document;
	and (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located; and
	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
	Technical Documents (f) 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 (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections

re (h) Or	levant period as provided in the Bidding Documents; and iginal copy of Bid Security. If in the form of a Surety Bond, submit also a crtification issued by the Insurance Commission;
Or Or Or Or Or Or Or Or	•
Su BI ca	he Supplier's audited financial statements, showing, among others, the applier's total and current assets and liabilities, stamped "received" by the R or its duly accredited and authorized institutions, for the preceding lendar year which should not be earlier than two (2) years from the date of d submission; and
	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 ts NFCC computation.
v g d	Class "B" Documents f applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or luly notarized statements from all the potential joint venture partners stating hat they will enter into and abide by the provisions of the JVA in the instance hat the bid is successful.
(n) [For o g g (o) C	mentary requirements under RA No. 9184 (as applicable) or foreign bidders claiming by reason of their country's extension of eciprocal rights to Filipinos] Certification from the relevant government ffice of their country stating that Filipinos are allowed to participate in overnment procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic bidder or Domestic Entity.

II. FINANC	IAL COMPONENT ENVELOPE
(a) (b)	Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).
III. ADDITION	NAL REQUIREMENTS
(a)	Certificate of Site Inspection for RMSC, Philsports, Baguio and other venues issued by the Chief of Sports Facilities Division.
(b)	Certificate of Registration issued by DOLE.
(c)	Certificate of Compliance issued by DOLE 1.) Certificate of Compliance on General Labor Standards.
	2.) Certificate of Compliance on Occupational Safety and Health standards valid as of opening of bids
(d)	1.) Sworn /statement stating that the Company has not been finally adjudged by any court of competent jurisdiction or Government Agency (i.e. NLRC) to have violated any labor law or social legislation law.
	2.) Sworn Statement that the Security guards have no pending Criminal and Administrative cases filed before any court of competent jurisdiction, any government Agency, Quasi-Judicial agency and no pending case within their Security Agency.
(e)	Certificate of Membership/Registration from Philippine Association of Detective and Protection Agency Operators (PADPAO), Inc.
(f)	Copy of Valid License to Operate (LTO) issued by PNP-Security Agencies and Guards Supervision Division (PNP-SAGSD).
(g)	NTC license for hand-held radios
(h)	Certificate of Commendation of Satisfactory Performance issued by clients and/or END USER'S Certificate or Performance Evaluation issued by PSC for bidders who have contract/s with PSC to be issued by the Chief Sports Facilities Division.
(i)	Company Profile
(j)	Organizational Chart

(k)	Duly signed and notarized statement of availability of key personnel for RMSC, Philsports, Other Venues & Baguio that may be used for the Contract, supported with a list (to include number of licensed security guard).
(1)	Duly signed and notarized statement of availability of equipment, owned, under lease; or a purchase agreement that may be used for the contract supported by a list of said equipment together with proof of ownership or contract of lease (to include number of licensed firearms, number & kind of communication devices, number of motor power vehicles and other equipment that may be used for the contract.



Bid Form for the Procurement of Goods [Shall be submitted with the Rid]

[shall be submitted with the Bid]
BID FORM
Date:
Project Identification No.:
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
 a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of of agentCurrencyCommission or gratuity
(if none, state "None")]

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

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

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

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

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

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

Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

				For Goods Off	ered from	Abroad							
Name o	of Bidder _			Project ID No Page of									
1	2	3	4	5	6	7	8	9					
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)					
Legal (Capacity:							-					

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder				Project ID	No	Page _	of		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8	Total Price delivered Final Destination (col 9) x (col 4)
Legal	Capacity: _								
Duly a	authorized t	o sign the	Bid for a	nd beha	lf of:				_

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]

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]

		J	•		

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]

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 h	nereunto	set my	hand	this	day o	f,	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]

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Cost Distribution (for RMSC, Philsports, other venues and Baguio)

	7-days work/week Night shift with night differential		7-days work/week Night shift without night differential			7-days work/week at shift with night differential	7-days work/week Night shift without night differential		
Days worked per week									
No. of days per year									
		8 hrs work/night		12 hrs work/day		12 hrs work/day		8 hrs work/night	
Amount to Guard	P		P		P		P		
New Daily Wage (DW inclusive of COLA)									
Ave Pay/month (DW x No. of Days/yr/12)	P		P		P		P		
Night Differential Pay (Average Pay/month x 10%									
13 th Month Pay (DW x 365/12/12)									
5 Days Incentive Pay (DW x 5/12)									
Uniform Allowance (RA 5487)									
COLA (10 x 377 / 12)									
Overtime Pay									
	P		P		P		P		
Amount to Government in Favor to Guard			P		P		P		
Retirement Pay (RA 7641) (DW x 22.5/12)	P								
SSS Premium									
Philhealth Contribution (Employer's Share)									
State Insurance Fund									
Pag-IBIG Fund									
	P		P		P		P		
A. Total Amount to Guard and Government	P		P		P		P		
B. Agency Fee			1 - 1					1	
C. Value Added tax (Agency Fee x 12% VAT)									
MINIMUM CONTRACT RATE (A + B + C)	P		P		P		P		

P		P		P	P	
•		Ц				
	P	P	P P	P P		

TERMS OF REFERENCE (TOR) PUBLIC BIDDING FOR THE PROCUREMENT OF PSC SECURITY SERVICES

1. APPROVED BUDGET FOR THE CONTRACT

The Philippine Sports Commission (PSC) shall offer public bidding to all prospective bidders for the procurement of Security Services with an Approved Budget for the Contract (ABC) amounting to Forty-Nine Million Two Hundred Sixty-One Thousand Four Hundred Eighty Pesos and 44/100 (₱49,261,480.44).

2. SCOPE OF WORK

The prospective bidders shall bid and provide security services for the **PHILIPPINE SPORTS COMMISSION** to its Venues: RMSC, Philsports Complex, Muntinlupa, Velodrome Fort Bonifacio, Taytay, La Mesa Dam and Baguio, with details as follows:

2.1 To provide minimum of 6 Supervisors, 100 Security Guards, 16 Relievers to be deployed at RMSC, PhilSports Complex, Muntinlupa, Velodrome, Taguig- Fort Bonifacio, Taytay, La Mesa Dam and Baguio who shall inspect, monitor, secure and guard the areas occupied by PSC by rotation 24 hours a day from Monday to Sunday (Subject to adjustment of deployment area).

2.2 To perform the following:

- a. To guard and protect PSC properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within PSC premises.
- b. Protect PSC officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within PSC premises.
- Strictly implement all House Rules in all venues including dormitories managed by PSC.
- d. Respond to and provide assistance to PSC employees, contractors, personnel, visitors, and guest involving security and safety-related situations, demonstrating common sense and good judgment in compliance with PSC policies and guidelines.
- e. Conduct inquiry/investigation related to losses and theft of PSC property, employee misconduct, and any other security-related incidents.
- f. Comply with additional responsibilities set forth in the Operations Manual and procedure issued by PSC not specifically mentioned in this TOR.

- g. Cooperate with and assist law enforcement agencies personnel in connection with crimes committed against PSC, including maintaining the scene to protect possible evidence that will aid the investigation.
- h. Conduct inspection of all bags and baggage's carried by people coming in and out of the PSC premises.
- i. Conduct random physical inspection of performing in and out of the premises, as warranted.
- **2.3** 100 guards, 6 supervisors, 16 relievers will be hired following Posting in all PSC owned and manage facilities:

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY						
	SHIFTING SCHEDULE			SCHEDULE			
LOCATION	POST	NO. OF SHIFT	HOURS OF DUTY	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS
RMSC							
	Supervisor	2	12			1	1
	Admin Lobby	2	12			1	1
	Second Floor	2	8	1	1		
	Fourth Floor	2	8	1	1		
	Athletes' Canteen	2	8	1	1		
	Property	2	12			1	1
	Tennis Lounge	2	12			1	1
	Gate 8 / NAS	2	12			1	1
	South Tower Dormitory	2	12			1	1
	MSAS	2	12			1	1
	Baseball	2	12			1	1
	Roving Guard	2	12			1	1

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY						
					SHIFTING SCHEDULE		
LOCATION	POST	NO. OF SHIFT	T DUTY	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS
	Main Gate	2	12			1	1
	Tatap/ Baseball Dormitory	2	12			1	1
	Gate 2 / NAS Substation	2	12			1	1
	NAS Cooling Tower / Laundry Area	2	12			1	1
	North Tower Dormitory	2	12			1	1
	Center Gate RM Football	2	12			1	1
	Gate 2 Badminton	2	12			1	1
	La Salle Gate	2	12			1	1
	Gate 1 Entrance	2	12			1	1
	Gate 1 Exit	2	12			1	1
PHILSPORTS	PHILSPORTS						
	Supervisor	2	12			1	1
	Roving Guard	2	12			1	1

SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY							
				SHIFTING SCHEDULE			
LOCATION	POST	NO. OF SHIFT	HOURS OF DUTY	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS
	Dorm A	2	12			1	1
	Dorm I/J	2	12			1	1
	Dorm F	2	12			1	1
	Dining Hall	2	12			1	1
	Gate 1	2	12			1	1
	Gate 2	2	8	1	1		
	Walk In Indoor	2	8	1	1		
	Gate 4 (CMG)	2	12			1	1
	Track Oval	2	12			1	1
	Check Point 1	2	12			1	1
	Dorm H	2	8	1	1		
	Building B (Indoor)	2	8	1	1		
	Swimming Pool	2	8	1	1		

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY						
					SHIFTING	SCHEDULE	
LOCATION	POST	NO. OF SHIFT	HOURS OF DUTY	131 SHIFT	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS
	PSC Gym	2	8	1	1		
	White House Fencing	2	8	1	1		
	Meditation/Parking	2	8	1	1		
	Property	2	8	1	1		
	Gate 5	2	12			1	1
	Dorm G	2	12			1	1
MUNTINLUPA							
	Skeet & Trap	2	12			1	1
QUEZON CITY							
	La Mesa Dam	2	12			1	1
	Velodrome	2	12			1	1
TAGUIG							
	Shooting Range	2	12			1	1

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY							
					SHIFTING	SCHEDULE		
LOCATION	POST	NO. OF SHIFT	HOURS OF DUTY	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS	
TAYTAY, RIZAL								
	Dragon Boat/Canoe-kayak	2	12			1	1	
BAGUIO								
	Supervisor	2	12			1	1	
	Chairman's Cottage	2	12			1	1	
	Mess Hall	2	12			1	1	
	Track Oval	2	12			1	1	
	Barrows Hall	2	12			1	1	
	TOTAL GUARDS PER SHIFT	106		12	12	41	41	
	TOTAL 8HRS SHIFT	24						
	TOTAL 12HRS SHIFT	82						

SECURITY DEPLOYMENT SUMMARY - 12 HRS DUTY

	NO. C)F		SHIFTING SCHEDULE				
LOCATION	SUPERVISORS	GUARDS	NO. OF POSTS	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	3RD SHIFT 22:00 - 06:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS
RMSC	2	42	22	3	3		19	19
PHILSPORTS	2	40	21	9	9		12	12
MUNTINLUPA		2	1				1	1
VELODROME		2	1				1	1
LA MESA DAM		2	1				1	1
TAGUIG		2	1				1	1
TAYTAY, RIZAL		2	1				1	1
BAGUIO	2	8	5				5	5
TOTAL	6	100	53	12	12		41	41

NCR PADPAO Rate for 12 hours day shift

NCR PADPAO Rate for 12 hours night shift w/night shift differential NCR

NCR PADPAO Rate for 8 hours day shift

TAYTAY PADPAO RATE

BAGUIO PADPAO RATE

- **2.4** The winning bidder shall provide the PSC with the specified number of qualified, competent, uniformed and armed guards who possess the following qualifications:
 - a. Must be a Filipino Citizen;
 - b. The Chief Security should be a graduate of Criminology or any related courses. Proficient in Word processing and Spread Sheet, minimum three (3) years' experience as Detachment Commander or Assistant Detachment Commander, Good leadership Quality and ability to exercise good judgment;
 - c. The rest of the guards must be at least 2nd year college or should have earned 72 units in college.

- d. The security guards should also have 3 years relevant experience as guards;
- e. Must be physically and mentally fit not less than 21 or more than 45 years of age with waistline measurement of maximum 40 inches for male and maximum 36 inches for female. Height requirement is 5'4" for male and 5'2" for female.
- f. Must have passed and undergone regular security service training within the last 6 months, psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile and drug test and a negative COVID-19 RT-PCR test, must be fully vaccinated against COVID-19.
- g. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts;
- h. Must be duly licensed and properly screened and cleared by PNP, NBI and other government offices issuing clearances for employment.
- i. Proficient in both oral and written communication

3. PERIOD OF CONTRACT

The contract for security services shall be for a period of **THREE (3) years** from the date of Notice to Proceed.

4. CONDITIONS OF THE CONTRACT

- 4.1 The contract shall have provisions for general conditions specified in Section IV of the Bid Documents, and special conditions specified in Section V of the Bid Documents.
- 4.2 All bid prices for a duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except the following:
 - 4.2.1 Increase in Minimum Daily Wage pursuant to law or new wage order issued after date of bidding,
 - 4.2.2 Increase in Taxes;
 - 4,2,3 increase in mandatory contribution such as SSS, Philhealth etc., and
 - 4.2.4 If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards, the resulting cost of the said increase or decrease, provided that the ABC for the relevant year is not exceeded.
- 4.3 Overtime/Overtime Pay shall be in accordance with the Labor Code

- 4.4 The winning bidder shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that wages intervals not exceeding sixteen (16) days and within five (5) working days from the scheduled date of payment. It shall submit proof of payment of wages, overtime and 13th month pay of their deployed employees in PSC.
- 4.5 The Financial Proposal shall contain a breakdown of all costs, including cost of supplies and equipment, necessary for the execution of the contract.
- 4.6 The Service Provider/Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.

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

I. PERFORMANCE CRITERIA (as per GPBB Resolution No. 24-2007, Sec. 5.4 of Annex A) 1. Quality of Service Delivered (40%) 20% a. Implementation of a control system in the workplace and security jurisdiction for the safety and security to life and property. 10% b. Responsiveness to clients' needs and to complaints and/or incident reports. c. Availability of firearms, communication devices and/or motor 5% vehicles d. Courtesy and decorum 5% 2. Management and Suitability of Personnel (25%) 8% a. Supervision and accountability 7% b. Qualification of assigned guards, training for physical fitness and martial arts Physical Appearance (uniforms and other paraphernalia) 5% d. Change and/or replacement of assigned guards 5% 3. Contract Administration and Management (25%)

10%

a. Assignment of guards at designated area/s

b. Implementation of PSC rules and regulations and compliance to othe obligations per contract	er 8%
c. Compliance to labor laws and social insurance regulations	7%
4. Time Management	(5%)
a. Tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%
5. Provision of Regular Progress Reports	(5%)
a. Exception/Incident Report	2%
b. Monthly Deployment Report	2%
c. Other Reports that may be required by the Administration Sector	1%

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II. COMMITTEE ON PERFORMANCE EVALUATION

The PSC Chairman shall create a Committee on Performance Evaluation (COPE) for Security Services composed of a Chairperson, a Vice-Chairperson and three (3) members. The Chairperson and Vice-Chairperson-designate shall be both of Director level. The three (3) members shall come from the Administration, Operation and Legal Affairs Office.

The COPE shall evaluate the performance of the Security Agency for the immediately preceding eleven (11) months under contract by adopting the above Performance Criteria. The average of the five (5) ratings of the COPE should not be less than 80% to qualify for the extension of the contract for another year. The result of the performance evaluation is non-appealable.

4.7 Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligation thereon following the guidelines of termination of Contracts issued by GPBB under Resolution No. 018-2004 dated December 22, 2002.

4.8 MINIMUM NUMBER OF YEARS OF EXPERIENCE MUST BE AT LEAST FIVE (5) YEARS

5. PRE-BID CONFERENCE

A Pre-Bid Conference shall be conducted on ______, _____ A.M. at the PSC BAC BIDDING ROOM located at the Ground Floor of the Administrative Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St. Malate, Manila to clarify and address the Bidders questions on the requirements, terms and conditions and specifications stipulated in the Bidding Documents.

Bidders are encouraged to attend the Pre-Bid Conference but their non-attendance shall in no way prejudice the Bid. The Bidders are however expected to know the changes and/or amendments to the Bidding Documents discussed during the Pre-Bid Conference.

6. BID SECURITY

- **6.1** All bids shall be accompanied by a bid security as required in Section 27, 27.1 of the revised IRR of RA 9184, payable to the PSC as a guarantee that the successful bidder shall, within ten (10) calendar days or less, as indicated in the Instructions to Bidders, from receipt of the notice of award, enter into a contract with PSC and furnish the performance security, except when the revised IRR of RA 9184 allows a longer period. Failure to enclose the required bid security in the form and amount prescribed herein shall automatically disqualify the bid concerned.
- **6.2** The bid security shall be in the amount equal to the percentage of the ABC, in accordance with the following schedule

Form of Bid Security

Amount of Bid Security

(Equal to Percentage of the ABC)

a) **Bid Securing Declaration**

any/either of the following:

b) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.

Two Percent (2%) of ABC

c) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank.

Two Percent (2%) ABC

d) Surety bond callable upon demand Five Poissued by a surety or an insurance company duly certified by the Insurance Commission as authorized to issue such security.

Five Percent (5%) of ABC

7. PERFORMANCE SECURITY

To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post the performance security as required under the revised IRR of RA 9184 prior to the signing of the contract. The performance security shall be denominated in Philippine Pesos and posted in favor of the procuring entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

8. LANGUAGE OF BID

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the PSC, shall be written in English.

9. ELIGIBILITY CHECK

The Bidder must first pass an eligibility check. Only after a Bidder has passed this eligibility check will its Bid be included in the Bid opening.

A bidder shall include its eligibility documents in a separate envelope marked "Eligibility Documents" and shall be submitted together with the Technical and Financial Bid envelope on or before the deadline specified in the PBDs.

10. ELIGIBILITY DOCUMENTS

For purposes of determining the eligibility of bidders using the criteria stated in the Revised IRR of RA 9184, the following documents shall be required by the BAC using the forms prescribed in the bidding documents:

10.1 Class "A" Documents

A.) VALID **PHILGEPS REGISTRATION (PLATINUM MEMBERSHIP).**Including all pages;

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

TECHNICAL DOCUMENTS

Duly Signed and Notarized Statement of the prospective Bidder of all it ongoing and completed government and/or private contract awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the period for the last three (3) years) prior to the deadline for the submission and receipt of bids.

1. The statement shall include all information required in the PBDs prescribed by the GPPB:

The list shall state the following for each contract:

- a. Name of clients with contact numbers and addresses;
- b. Date of award of contract;
- c. Total contract cost.
- Duly signed and Notarized Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid whose value must be at least fifty percent (50%) of the ABC, completed within three (3) years prior to the deadline for the submission and receipt of bids

TECHNICAL SPECIFICATION:

- a. Minimum Qualifications of Security Guards-Annex "A" of BDS.
- b. Minimum Security Equipment Required by PSC- Annex "B" of BDS.
- c. Security Plan of the Philippine Sports Commission- Annex "C" of BDS.
- d. Organizational Structure of the Security Force Annex" D" BDS.
- e. Manpower Deployment/ Security Guards Tour of Duties- Annex "E "BDS.

- f. Operating Policies and Procedures -Annex "F" BDS.
- g. Uniform Annex "G" BDS.
- h. PSC Performance Criteria Annex "H" BDS

Other Documents

- **a.** Certificate of Site Inspection for RMSC, Philsport, Baguio and other venues issued by the Chief of Sports Facilities.
- **b.** Certificate of Registration issued by DOLE
- c. Certificate of Compliance issued by DOLE
 - 1.) Certificate of Compliance on General Labor Standards.
 - 2.) Certificate of Compliance on Occupational Safety and Health standards valid as of opening of bids
- **d.** a.) Sworn / statement stating that the Company has not been finally adjudged by any court of competent jurisdiction or Government Agency (i.e. NLRC) to have violated any labor law or social legislation law.
 - b.) Sworn Statement that the Security guards have no pending Criminal and Administrative cases filed before any court of competent jurisdiction, any government Agency, Quasi-Judicial agency and no pending case within their Security Agency.
- **e.** Certificate of Membership/Registration from Philippine Association of Detective and Protection Agency Operators (PADPAO), Inc.
- **f.** Copy of Valid License to Operate (LTO) issued by PNP-Security Agencies and Guards Supervision Division (PNP-SAGSD).
- **g.** NTC license for hand-held radios
- h. Certificate of Commendation of Satisfactory Performance issued by clients and or END USER'S Certificate or Performance Evaluation issued by PSC for bidders who have contract/s with PSC to be issued by the Chief Sports Facilities Division.
- i. Company Profile
- j. Organizational Chart

- **k.** Duly signed and notarized statement of availability of key personnel for RMSC, Philsports, Other Venues & Baguio that may be used for the Contract, supported with a list (to include number of licensed security guard).
- 1. Duly signed and notarized statement of availability of equipment, owned, under lease; or a purchase agreement that may be used for the contract supported by a list of said equipment together with proof of ownership or contract of lease (to include number of licensed firearms, number & kind of communication devices, No. of motor power vehicles and other equipment that may be used for the contract.

10.1.1 Financial Documents

- a. The Prospective Bidder's audited financial statements, showing among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. Only Tax returns filed and taxes paid thru the BIR electronic filing and Payment System (EFPS) shall be accepted.
- b. The prospective bidder's computation of its Financial Contracting Capacity (NFCC) at least equal to the ABC OR in lieu of NFCC a Committed Line of Credit from a Universal or Commercial Bank at least equal to TEN Percent (10%) of the ABC. Provided, if the same is issued by a foreign universal/commercial bank it shall be authenticated by a foreign/commercial local bank. The Bank issued committed line of credit must be specifically for Security Services and must state the name of the Procuring Agency and the Procurement Project.
- c. 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.

10.2 Class "B" Documents

Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, a duly notarized statement 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 shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility document by any of the joint venture partners constitutes compliance.

10.3 Minimum Number of Security Guards

The Security Agency must have a minimum number of Five Hundred (500) aggregate Security Guards deployed with proof of deployment such as contract. (Must be submitted during the Post Qualification).

10.4 Bidders should adhere to the following:

- a) Security Agency Operator's Creed
- b) Ethical Standard
- c) Code of Conduct as set forth in Rule X Professional Conducts and Ethics (Revised Implementing Rules of Republic Act No. 5487 as amended (An Act Governing the Organization and Management of Private Security Agencies, Company Guard Forces and Government Security Forces)

Note: In case the bidding for this project will result to more than one (1) LCRB, the bidder with additional offer found most advantageous by the Bids and Awards Committee (BAC), per further evaluation by the said Committee shall be awarded the contract.

While the Government Procurement Policy Board (GPPB) provides for a resolution requiring award to the lowest calculated responsive bidder, said requirement shall be harmonized with Department of Labor and Employment (DOLE) Order No. 150-16 series of 2016.

BIDDING DOCUMENTS

A complete set of Bidding Documents may be purchased by interested Bidders. Upon payment of non-refundable bid fee in the amount of ________ to the Cashier's Office located at the 2nd Floor, Administration Building, RMSC, P. Ocampo Sr. Street Malate, Manila during business days from 8:00 a.m. to 5:00 p.m.

Approved/Disapproved

ATTY. GUILLERMO B. IROY JR.

BAC - Chairperson

Section VII. Technical Specifications

Item No.	Specifications	*Statement of Compliance
1	Minimum Qualifications of Security Guards - Annex A	
2	Minimum Security Equipment Required by PSC – Annex B	
3	Security Plan of the Philippine Sport Commission– Annex C	
4	Organizational Structure of the Security Force Per Venue - Annex D	
5	Security Guards Assignments / Tour of Duties Man Power Deployment - Annex E	
6	Operating Policies and Procedures - Annex F	
7	Uniform Annex G	
8	PSC Performance Criteria - Annex H	

^{*}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 offer. 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 Bidders 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 provisions of ITB Clause 3.1(a) (ii) and/or GCC Clause 2.1(a) (iii)

Note: In case bidding for this project will result to more than one (1) LCRB, the bidder with additional offer found most advantageous by the Bids and Awards Committee (BAC), per further evaluation by the said Committee shall be awarded the contract.

Minimum Qualifications of Security Guards

- a. Must be a Filipino Citizen;
- b. The Chief Security should be a graduate of Criminology or any related courses. Proficient in Word processing and Spread Sheet, minimum three (3) years' experience as Detachment Commander or Assistant Detachment Commander, Good leadership Quality and ability to exercise good judgment;
- c. The rest of the guards must be at least 2nd year college or should have earned 72 units in college.
- d. The security guards should also have 3 years relevant experience as guards;
- e. Must be physically and mentally fit not less than 21 or more than 45 years of age with waistline measurement of maximum 40 inches for male and maximum 36 inches for female. Height requirement is 5'4" for male and 5'2" for female.
- f. Must have passed and undergone regular security service training within the last 6 months, psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile and drug test and a negative COVID-19 RT-PCR test, must be fully vaccinated against COVID-19.
- g. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts.
- h. Must be duly licensed and properly screened and cleared by PNP, NBI and other government offices issuing clearances for employment.
- i. Proficient in both oral and written communication

Provided that items (d), (e), and (f) shall be supported with a regular license (Private Security License Card) and other relevant documents.

Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

Minimum Security Equipment Required by PSC

RESOURCES

Write "COMPLY" if complying in the space provided, otherwise write "NON-COMPLYING" if not complying

1. License Firearms No. of Short Firearms

Minimum 50 - 9MM, licensed (Branded)

Minimum 12 Long Firearms (12GA Shotgun, licensed) (Branded)

Minimum Ammunitions for 9MM per barrel 36 rds. per pistol

Minimum Ammunition for 12GA Shotgun 36 rds. per shotgun

All Firearms must be not older than five years

Short firearms must be at least 9mm

Long Firearms must be at least Shot gun

LOCATION	POST	TYPE OF FIREARM
RMSC		
	Admin Lobby	Short
	Second Floor	Short
	Fourth Floor	Short
	Gate 8 / NAS	Long
	South Tower Dormitory	Long
	MSAS	Long
	Baseball	Long
	Main Gate	Long
	TATAP/ Baseball Dormitory	Short
	Gate 2 / NAS Substation	Short

	Center Gate RM Football	Long
	Badminton	Short
	Gate 1 Entrance	Long
	Gate 1 Exit	Short
LOCATION	POST	TYPE OF FIREARM
PHILSPORTS		
	Dorm A	Short
	Dorm I/J	Short
	Dorm F	Short
	Dining Hall	Short
	Gate 1	Long
	Gate 2	Long
	Gate 4 (CMG)	Short
	Track Oval	Short
	Check Point 1	Long
	Dorm H	Short
	Property	Short
	Gate 5	Long
MUNTINLUPA		
	Skeet & Trap	Long
QUEZON CITY		
	La Mesa Dam	Short

	Velodrome	Short
TAGUIG		
	Shooting Range	Short
TAYTAY, RIZAL		
	Dragon Boat/Canoe-kayak	Short
BAGUIO		
	Chairman's Cottage	Short
	Mess Hall	Short
	Track Oval	Short
	Barrows Hall	Short

2. Communication **Devices**

A. No. and kind of Radio to provide

VHF HH Radio with Battery Pack hand held Min. 55

3-unit land-based Radio (Command Post)

All posts must have at least one (1) unit of radio with one spare battery of the same capacity

All radio must not be older than one year

Radio base unit must be installed in RMSC, PHILSPORTS & PSC BAGUIO

B. No. of CCTV cameras to place (Min. 24) With

DVR at least 2 Hard Drive-1 terabytes

Min. 2 Centralized power supply

Highest Resolution Available in the market

(Winning bidder must install these CCTV cameras within two (2) Months from the date of notice to proceed.)

C. Other Monitoring/Security Device Equipment

At least 3 sets of First Aid Kit (RMSC, Philsports, Baguio)

Min. 10 brand new rechargeable emergency lights

Min. 6 Search Light

Handcuff one (1) each post

Tear Gas one (1) each post

Min.24 Reflectorized Traffic Vest

Min. 24 Reflectorized Gloves

Min. 24 Metal Detectors handheld (All post must have at least 1 unit metal detector)

Complete sets of uniform for guards- 2 sets per guard (uniform Annex "G")

ID card one each guard

Flashlight /Search light Heavy Duty one per guards-All perimeter post must have heavy duty search lights. Spare batteries must be available in all posts.

3 firearms depository box - 36"x24"x12"

3 Key holders Box

Minimum 5 under chassis mirror ostrich

At least 3 Bundy Clocks or Biometric attendance recorder

3. Vehicles

FOUR WHEEL VEHICLE

Standby vehicle must be available in RMSC, Philsports, & PSC Baguio Training Camp. Vehicle type must be at least pick up type.

Motorcycle with crash helmet for detachment commander

1 unit each for RMSC, Philsports, Baguio

Motorcycle with crash helmet for roving guard 1 unit each for RMSC, Philsports, Baguio

3 Motorcycle with sidecar (RMSC, Philsports, Baguio)

SECURITY PLAN OF THE PHILIPPINE SPORTS COMMISSION

I. MISSION

To conduct comprehensive security operations for the protection of PSC officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

II. OBJECTIVE

- a. To undertake security measures for total protection of PSC officials, personnel and properties against theft, sabotage, arson, pilferage, robbery and other unlawful acts.
- b. To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural).
- c. To undertake preventive measures that will deter unauthorized individuals from entering the PSC compound.
- d. To enforce existing PSC security rules and regulations on personnel.
- e. To perform other operations as deemed necessary by PSC management

III. CONCEPT OF IMPLEMENTATION

a. PRE-DEPLOYMENT PHASE

In coordination with PSC management and the outgoing security contractor, the incoming security contractor shall organize an advance team who will conduct a pre-deployment orientation onsite. At the expense of the winning bidder, the said advance team will render duties side by side with the personnel of the outgoing security provider two (2) days before the formal assumption.

b. SERVICE TAKE OVER/DEPLOYMENT PHASE

- 1. A minimum of eight (8) hours before expiration of the security contract of the outgoing security contractor, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the PSC Security Coordinator. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with the new assignments.
- 2. With the consent of the officers of both parties, staffs of the outgoing security provider shall pass through the security searching and frisking procedures upon their departure from the premises of PSC. All office equipment, furniture, painting, vehicles, and other items with significant value that is to be brought outside the PSC compound shall be accompanied by Gate Pass issued by authorized PSC property officer of the PSC.
- 3. Authorized representative of the outgoing security contractor shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor in the presence of the authorized PSC representative prior to their departure.
- 4. A list of incoming security personnel who will take over duties at the PSC together with their individual biodata and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted three (3) days in advance to the PSC Security Coordinator for his scrutiny and approval.
- 5. During the actual takeover of duties at the PSC, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming security contractor (agency).
- 6. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Proposal) and all necessary documents such as duty detail order, guard's license, copy of firearms license, and individual company ID. PDS-Bio Data must be original with original picture attached.

c. LOGISTICS

1. Security Contractor will provide the security force with the minimum equipment required under the bidding rules such as vehicles, firearms, VHF

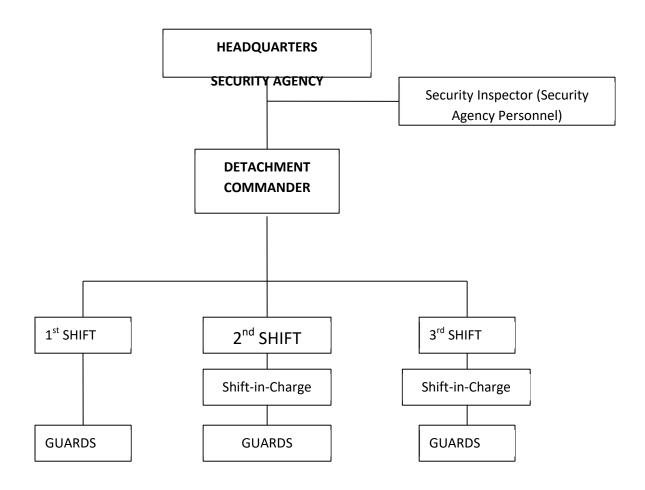
- radios and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of PSC.
- 2. The Security Contractor will also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.
- 3. The Security Contractor shall assume responsibility for the payment of RT-PCR or any other laboratory test required by law or the agency.

d. ADMINISTRATION

- 1. Organizational Structure Annex D
- 2. Minimum Security Equipment Required by PSC- Annex B
- 3. Security Guards Assignments / Tour of Duties Annex E
- 4. Operating Policies and Procedures Annex F
- 5. Regular monthly meeting with the Client or as necessary –
- 6. Submission of Monthly Security Plan for the succeeding month to the Chief of SFD
- 7. Announced and unannounced visit/inspection will be conducted by PSC.

ORGANIZATIONAL STRUCTURE OF THE SECURITY FORCE

RIZAL MEMORIAL SPORTS COMPLEX (RMSC) PHILSPORTS PASIG and BAGUIO



Annex E

TOUR OF DUTIES

Number o	t Security	Personnel	l per	venue
RMSC				

PHILSPORTS

MUNTINLUPA`

VELODROME 3

TAGUIG

TAYTAY

LA MESA DAM

BAGUIO

TOTAL

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY							
				SHIFTING SCHEDULE				
LOCATION	POST	NO. OF SHIFT	HOURS OF DUTY	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS	
RMSC								
	Supervisor	2	12			1	1	
	Admin Lobby	2	12			1	1	
	Second Floor	2	8	1	1			
	Fourth Floor	2	8	1	1			
	Athletes' Canteen	2	8	1	1			
	Property	2	12			1	1	
	Tennis Lounge	2	12			1	1	
	Gate 8 / NAS	2	12			1	1	
	South Tower Dormitory	2	12			1	1	
	MSAS	2	12			1	1	
	Baseball	2	12			1	1	
	Roving Guard	2	12			1	1	

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY							
				SHIFTING SCHEDULE				
LOCATION	POST	NO. OF SHIFT	HOURS OF DUTY	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS	
	Main Gate	2	12			1	1	
	Tatap/ Baseball Dormitory	2	12			1	1	
	Gate 2 / NAS Substation	2	12			1	1	
	NAS Cooling Tower / Laundry Area	2	12			1	1	
	North Tower Dormitory	2	12			1	1	
	Center Gate RM Football	2	12			1	1	
	Gate 2 Badminton	2	12			1	1	
	La Salle Gate	2	12			1	1	
	Gate 1 Entrance	2	12			1	1	
	Gate 1 Exit	2	12			1	1	
PHILSPORTS								
	Supervisor	2	12			1	1	
	Roving Guard	2	12			1	1	

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY							
				SHIFTING SCHEDULE				
LOCATION	LOCATION POST	NO. OF SHIFT	HOURS OF DUTY	101 OHIFT	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS	
	Dorm A	2	12			1	1	
	Dorm I/J	2	12			1	1	
	Dorm F	2	12			1	1	
	Dining Hall	2	12			1	1	
	Gate 1	2	12			1	1	
	Gate 2	2	8	1	1			
	Walk In Indoor	2	8	1	1			
	Gate 4 (CMG)	2	12			1	1	
	Track Oval	2	12			1	1	
	Check Point 1	2	12			1	1	
	Dorm H	2	8	1	1			
	Building B (Indoor)	2	8	1	1			
	Swimming Pool	2	8	1	1			

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY							
				SHIFTING SCHEDULE				
LOCATION	POST	NO. OF SHIFT	HOURS OF DUTY	131 SHIFT	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS	
	PSC Gym	2	8	1	1			
	White House Fencing	2	8	1	1			
	Meditation/Parking	2	8	1	1			
	Property	2	8	1	1			
	Gate 5	2	12			1	1	
	Dorm G	2	12			1	1	
MUNTINLUPA								
	Skeet & Trap	2	12			1	1	
QUEZON CITY								
	La Mesa Dam	2	12			1	1	
	Velodrome	2	12			1	1	
TAGUIG								
	Shooting Range	2	12			1	1	

	SECURITY DEPLOYMENT SCHEDULE - 12 HRS DUTY						
					SHIFTING	SCHEDULE	
LOCATION	CATION POST	NO. OF SHIFT	HOURS OF DUTY	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS
TAYTAY, RIZAL							
	Dragon Boat/Canoe-kayak	2	12			1	1
BAGUIO							
	Supervisor	2	12			1	1
	Chairman's Cottage	2	12			1	1
	Mess Hall	2	12			1	1
	Track Oval	2	12			1	1
	Barrows Hall	2	12			1	1
	TOTAL GUARDS PER SHIFT	106		12	12	41	41
	TOTAL 8HRS SHIFT	24					
	TOTAL 12HRS SHIFT	82					

SECURITY DEPLOYMENT SUMMARY - 12 HRS DUTY

	NO. C	F		SHIFTING SCHEDULE				
LOCATION	SUPERVISORS	GUARDS	NO. OF POSTS	1ST SHIFT 06:00 - 14:00 8HRS	2ND SHIFT 14:00 - 22:00 8HRS	3RD SHIFT 22:00 - 06:00 8HRS	DAY SHIFT 06:00 - 18:00 12HRS	NIGHT SHIFT 18:00 - 06:00 12HRS
RMSC	2	42	22	3	3		19	19
PHILSPORTS	2	40	21	9	9		12	12
MUNTINLUPA		2	1				1	1
VELODROME		2	1				1	1
LA MESA DAM		2	1				1	1
TAGUIG		2	1				1	1
TAYTAY, RIZAL		2	1				1	1
BAGUIO	2	8	5				5	5
TOTAL	6	100	53	12	12		41	41

NCR PADPAO Rate for 12 hours day shift

NCR PADPAO Rate for 12 hours night shift w/night shift differential NCR PADPAO Rate

for 8 hours day shift

TAYTAY PADPAO RATE

BAGUIO PADPAO RATE

OPERATING POLICIES AND PROCEDURES

These operating policies and procedures of the Security Guards are hereunder grouped into functions, duties and responsibilities, place of assignments, number of hours of duties, equipment requirements, and actions to be followed in times of natural and man-made disasters.

1. HEADQUARTERS, SECURITY AGENCY

- a. Act as liaison with PSC Management.
- b. Provide guidance to the Detachment Commander
- c. Extend managerial support to the Detachment Commander.
- d. Procure supplies and equipment that are needed by the Security Force.
- e. Provide assistance to the members of the Security Force assigned at PSC
- f. Monitor the daily operations of the Security Force at PSC installations
- g. Provide security related services like VIP escort, background investigation, surveillance and other duties as the PSC management may direct

2. DETACHMENT COMMANDERS

- a. Has over-all responsibility of the members of the security force in the PSC Complex.
- b. Provide leadership and direction for the Shift-In-Charge and Security Guards.
- c. Responsible to the PSC management for the implementation of all rules and regulations relevant to security matters.
- d. Monitor the performance and efficiency of guards and recommend the relief of misfits.
- e. Serve as liaison between the PSC and the Security Agency.
- f. Prepare and submit special reports of unusual incidents.
- g. Submit and prepare guard detail order and monthly security report and conditions of secured properties.
- h. Advise PSC officials concerned regarding measures to be undertaken to improve the security of the building premises
- i. Conduct Troop Information and Education to all guards once a month or as the need arises.
- j. Perform other duties as PSC and/or the security agency may direct.

k. SHIFT SUPERVISOR

- a. He is directly responsible to his detachment commander.
- b. He takes over the responsibility of the PSC complex in the absence of his Detachment Commander.
- c. He conducts inspection and visits posts within the Area of Responsibility (AOR).
- d. He implements the security policies and directives of PSC.
- e. Submit reports of any unusual incidents
- f. Perform other duties as PSC and/or security agency may direct.

1. POST GUARDS

- a. Operate and enforce the system of personnel identification.
- b. Observe and patrol designated perimeters, areas, structures, and activities of security interest.
- c. Apprehend persons attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- d. Check depositories, rooms, or buildings of security interest any time, in addition to the normal working hours to determine that they are properly locked and are otherwise in order.
- e. Enforce the established system control over the removal of property and material from the compound, as may be applicable.
- f. Respond to protective alarm signals or other indicators of suspicious activities of lawless elements.
- g. Submit reports of any unusual incidents
- h. Perform other duties as PSC and/or the security agency may direct.

m. ENTRANCE/EXIT GATE/PARKING GUARDS

- a. Control flow or traffic and direct drivers to park vehicles properly in designated parking areas.
- b. Safeguard and protect parked vehicles from pilferage of accessories and other attachments.

- c. Not allow PSC vehicles to leave the compound without necessary trip ticket and gate pass duly signed by the authorized signatory.
- d. Maintain a logbook on the arrival and departure of PSC vehicles.
- e. Record the time of departure and arrival of all PSC vehicle
- f. Control the parking of vehicles of visitors to the designated parking area. Employee's vehicles shall be allowed entry and to park in the designated area for privately owned vehicles. When departing, however, their vehicles shall be subjected to inspection as PSC vehicles.
- g. Ensure that parking slots designated for PSC vehicles and Ambulance will not be used for any other vehicles.
- h. Monitor the available parking slots. In case of non-availability of parking slots, the "FULL PARKING" sign must be placed in front of the gate
- Enforce all existing PSC security rules and regulations (to be discussed by the PSC Security Officer).
- j. Parked vehicles beyond 2200 hrs. are considered overnight parking. Record overnight parked vehicle and the name of owner/driver and submit report the morning of the next day.
- k. Conduct inspection of all offices inside the building after office hours to switch off all electrical equipment neglected by the PSC employees.
- 1. Switch-off-on all necessary perimeter security lights within area of his responsibility during nightfall.
- m. Submit reports of any unusual incidents
- n. Perform other duties as PSC and/or the security agency may direct.

n. ROVING GUARDS

- a. All roving guards must politely guide, check, and observe situations of visitor/s within area of responsibility.
- b. Guide visitors to their office destination.
- c. Check and prevent unauthorized persons from loitering in the corridors or entering offices without official business or transactions.

- d. Check all office equipment and appliance before or after office hours. See to it these office equipment and appliances are in proper places, and then close/lock all offices after determining that everything is secured.
- e. See to it that all lights are switched off and all electrically operated equipment and appliances are unplugged when occupants of an office are all gone.
- f. Impose all existing PSC security rules and regulations.
- g. Be familiar with the location of fire alarm system and firefighting apparatus. h. Be alert at all times.
- i. Submit reports on any unusual incidents.
- j. Perform other duties as PSC and/or agency may direct.

o. MAIN BUILDING GUARDS

- a. Enforce PSC rules and regulations.
- b. Screen visitors with utmost courtesy and guide them to the office they desire to transact business. Also notify by phone the official or employee to be visited.
- c. Issue a visitors pass in exchange of a current and valid government issued identification card.
- d. Advise all visitors and employees to pin their ID while inside the building.
- e. Prohibit individuals or groups from loitering in the lobbies or building entrances.
- f. Prohibit vendors or solicitors from entering the office during office hours.
- g. Inspect thoroughly using metal detector all bags, packages and attaché case hand-carried by visitors.
- h. Maintain a logbook for visitors and a separate logbook for office personnel.
- i. Conduct inventory of movable equipment in the office.
- j. Unplug electrically operated office equipment and appliances left by employees.
- k. Be familiar with the fire alarm system as well as the location of fire-fighting apparatus.
- 1. Submit reports on any unusual incidents.
- m. Perform other duties as PSC and/or the security agency may direct.

p. COMPOUND/BUILDING SECURITY ACCESS SYSTEM

Secure all main entry/exit doors and gates during and after office hours in order to prevent entry of people carrying deadly weapons, explosive, toxic chemicals, contraband items, prohibited drugs and other harmful materials to prevent pilferage and any property destruction.

A. Check entry of packages, boxes, equipment, firearms and other deadly weapons, etc., to prevent destruction or loss of lives and properties (e.g., bombs).

For hand-carried items:

The guards shall:

- a. Monitor by using metal detector and frisk suspicious looking people of deadly weapons, explosives, contraband items, prohibited drugs and other harmful substances.
- b. Inspect all bags and parcels to ensure that no deadly paraphernalia brought inside the compound. To ensure that PSC property are not improperly move out from the Complex.
- c. Inspect the surroundings for suspicious objects which do not belong to the ground.
- d. Require individuals possessing firearms to leave/deposit the firearm to the security guard after issuing a deposit slip.
- e. Turn over to the nearest police station individuals who are found possessing deadly or other harmful materials and/properties.
- f. Call the recipient of the delivery boxes to confirm whether or not he/she is expecting delivery boxes/properties.

For vehicles of visitors, clients, and employees:

- a. Maintain a record of departure and arrival of vehicle within client premises. The record will indicate the plate number, time-in and out, the name of the driver and company.
- b. All vehicles entering the compound will be subject to through inspections. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest.
- c. Direct the inward and outward flow of traffic and apply existing parking regulations.
- d. Visitors who refuse to subject his vehicle for inspection shall be denied entry.
- e. The guards at the entrance gates must be equipped with the under-chassis mirror for inspection under the vehicle.

B. Record entry of packages, boxes, equipment, firearms and deadly weapons.

The guard shall:

- a. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/residence address, and purpose of visit, signature and time in/out.
- b. Verify with the recipient of delivered boxes if he is expecting any delivery.

C. Safekeeping of the deadly weapons

- a. Individuals found in possession of deadly weapons will be subject for investigation. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the name of the owner, model/type/caliber of firearm, date & time in/out. When the owner needs to leave the compound, he/she must surrender the deposit slip to the guard to retrieve his weapons/firearms.
- b. Individuals in possession of deadly weapons who are found unauthorized by law will be apprehended and turned over to the nearest police station.

D. Check exit of package, boxes, equipment, firearms, and deadly weapons.

Hand-carried PSC property brought out of the compound shall be accompanied with property pass slip signed by the authorized PSC property officer.

- a. Guards shall deny the pull-out of the PSC property that is not covered by pass slip.
- b. Guards must inspect and ensure that the property being brought out are indicated in the property slip or gate pass. They will record the name/kind of the equipment including the serial number, person responsible, time and date. Sealed boxes brought outside the complex will be required for inspection.

E. Inside vehicle

a. The gate guard will require the owner of every vehicle intending to leave the area to open its trunk compartment. If PSC property is found on board, pass slip or gate pass shall be required.

q. <u>MAINTAIN A LIST OF PSC OFFICIALS WHO ARE AUTHORIZED TO ISSUE ACCESS PASSES/AUTHORITY</u>

- a. Every guard post will be provided with a list of PSC officials who are authorized to sign the property pass. The list shall contain the signature of the authorized representative for comparison with the submitted gate pass of the concerned party.
- b. If the gate pass is found suspicious, the guard shall verify with the signatory if he issued such gate pass to the specified person.

r. CHECK ENTRY OF INDIVIDUALS FOR PROPER IDENTIFICATION

- a. PSC employees who are issued PSC ID cards upon employment shall wear them at all times.
- b. Employees who do not have their ID cards must be advised to secure PSC ID at the / Administration Department.
- c. Strict implementation of "NO ID. NO ENTRY" system on all gates and entrances of PSC for security purpose shall be imposed.
- d. Visitors are required to present/show valid identification, such as school or office ID, voters ID, etc. before signing in on the logbook. Then they are required to leave their personal ID in exchange of a Visitor's pass which they will wear while inside the compound.
- e. Direct/guide lost visitor and other non-organic personnel who transacted business within the compound.
- f. All guards at the entrance and exit areas shall maintain a logbook or log sheets for visitors. Logbooks must be kept in the security office and shall be made available when asked for verification purposes.

s. CHECK ENTRY OF VISITORS WITH VEHICLES

- a. A control on the number of vehicles entering will be implemented to avoid congestion. The guard shall require the owner or driver of the vehicle to leave his license to the guard at the entrance gate. The guard will record the owner's name including the name, type of vehicle, time in and out. Upon leaving the compound the driver's license shall be returned.
- b. A record of arrival and departure of vehicle will be kept in the possession of the security detachment commander and be made available for verification when the need arises.
- c. The guard on duty must properly control and direct the entrance of any vehicle parked within the prescribed parking area operated by the management into designated areas, such as restricted or administrative parking area. Designated parking areas shall be marked and lighted. Loading and unloading operations shall be supervised by guards to assure that unauthorized material or person enter/leave the building premises.
- d. The guard shall direct the inward and outward flow of traffic and employ existing parking regulations. He must also direct traffic at the parking area to avoid congestion.

t. CHECK ENTRY OF VENDORS FOR PROPER ID, DECORUM AND AUTHORIZATION

- a. Vendors shall be allowed to enter only if he/she is bearing authorization issued by the SFD Office so as not to disturb employees at work.
- b. The proper client officials shall sign the written authority.
- c. The guard shall record the time in and out of the vendor.
- d. Guard shall inspect the vendor's personal belongings for contraband items, weapons and other materials that are dangerous to individuals.

u. <u>CHECK ENTRY OF SERVICE PERSONNEL OR CONTRACTORS FOR PROPER ID, DECORUM AND AUTHORIZATION</u>

a. Monitor the entry of contractor's personnel working inside the PSC compound.

- b. Require the contractor's personnel to present his authority i.e., request for repair in order for the guards to verify the veracity of the request by conforming to the issuing official.
- c. When contractual repairs are being undertaken, employees of the contractor must be accompanied at all times by the client representative while performing the repairs.
- d. Personal belongings of these contractor employees shall be inspected when entering and departing the area.

v. RECORD THE ENTRY OF VISITORS, VENDORS, SERVICEMEN, ETC.

- a. Upon entry at the compound, the guard shall require them to sign/log in the visitor's logbook indicating the name, address, purpose, time in and out, and signature.
- b. The guard will issue a gate Pass/ID Tag for visitors for proper identification.
- c. Guide visitors to his destination.

w. MONITOR RETURN OF PASSES ISSUED AND CHECK THE WHEREABOUTS OF PERSONS TO WHOM PASSES WHERE ISSUED

The visitor's tag and the pass slip and/or written authority are to be returned to the issuing guard at the time the visitors leave the PSC compound.

x. REGULARLY CHECK PERSONS INSIDE THE COMPOUND FOR PROPER ID AND DECORUM

Direct/Guide lost visitors and other non-organic personnel who transacted business with PSC.

y. <u>COMMUNICATION</u>

Ensure that all areas will have a permanent mobile number and in the position of the shift officer or the Guard-on-duty in case of Amoranto, La mesa dam, Taytay, Muntinlupa and Taguig.

Ensure that the above-mentioned mobile number will be submitted to the SFD Chief

All posts in RMSC, Philsports and PSC Baguio must have at least one (1) unit heavy duty handheld portable radio. The contractor should issue one of the same to the SFD

Chief, Philsports Administrator, PSC Baguio Camp Administrator and all Security Coordinators.

z. REPORTS

Weekly service report should be submitted to the SFD office.

Incident Report, Shift Security officer should submit report for any incident immediately and in no case the report will be deferred to the later shift.

Investigation Report. Detachment Commander should submit investigation report within three (3) days from the date of incident if such incident is related to losses and theft of PSC property, employee misconduct and any other security related incidents.

aa. DUTY LOGS

The twenty-four (24) hour duty log of activities, observations or incidents that require action must be maintained at all posts.

bb. **EMERGENCY PLAN**

Security personnel are enjoined to act during disaster whether man-made or natural calamity. Below are the procedures to be followed:

a. Fire

Fire will develop when the three elements are present, known as the "triangle of fire" namely: fuel, heat, and air. If one is absent the fire cannot exist. Fire also has three classifications; they are classified under class A, B or C. In our country, classes A, B or C are common causes of fire. Class "A" is made of light materials such as papers, wood, and the like. Class "B" is composed of flammable liquid such as alcohol, gasoline etc. Lastly, Class "C" is caused by electrical circuits.

Because of these classification manufacturers of fire extinguisher created three types of fire extinguishers.

- 1. In case of fire, responding guard shall first determine the cause of fire. After determining, he shall use fire extinguisher intended for that classification of fire. In using extinguisher, the guard shall remember the "PASS" which means P-pull the pin, A-aim the nozzle, S-squeeze and S-sweep to the base of the fire until it is totally covered.
- 2. If the fire cannot be stopped, the guard shall immediately push the alarm button. Any guard who hears this alarm shall immediately initiate the following;
 - a. Call the nearest fire department.
 - b. Secure all entrance and exit doors and allow no one to enter the building except those authorized.
 - c. All emergency exits shall be opened.
 - d. Identify and prepare safe place for evacuation and for temporary use by the victims.
 - e. Observe any suspicious looking individual who could be a possible arson suspect.
 - f. Record the event of fire from time to time, e.g., color of smoke, speed of fire, location and the origin of fire. This will help fire investigators in locating possible evidence.
- 3. After the fire is contained and the building is declared safe by fire experts, guards will allow no one to enter the gutted building except those authorized.

b. Bomb Threat

Bomb threats are usually received through telephone. Experts say that 99 % of which is negative and only 1% is positive. In this kind of situation, precautionary measures shall be immediately initiated.

In case of bomb threat, the following shall be initiated by the security force assigned at PSC:

- 1. To avoid panic among the employees inside the building, security force shall use a coded music or sound that will alarm only the security guard of a bomb threat.
- 2. Security Supervisor shall standby near the telephones to receive calls and take note of the following when another call is received. Encourage the caller to talk and if possible, ask the caller for the location of the bomb. a) The gender of the caller b) Determine whether it is a serious or a prank call. c) Take note of the background noise heard on the other phone d) Other matters that will lead to identify/locate the caller.
- 3. Coordinate with the local law enforcement authorities, call the bomb disposal units and inform the fire department.
- 4. Tighten security measures by implementing luggage control and body frisking.
- 5. Cordon the area that is being identified by the caller and as much as possible know the location of the bomb.
- 6. Execute an immediate search of the area if there is still enough time.
- 7. If the bomb is found, do not touch it. Cordon the area, there may be tiny wires that may trigger the bomb to explode.
- 8. Evacuate people in the nearby places that may be reached by the explosion.
- 9. If the bomb squad expert already defused the bomb, execute a search for the second time to clear the area before allowing anybody to enter the place.

c. Typhoons

Typhoons can be monitored through news report. This kind of calamity may cause loss of properties and even lives. Security personnel must follow these instructions:

1. Observe the surroundings and detect possible danger from falling branches or any object placed on a higher ground.

- 2. If the area is flooded, check if the water reaches the electrical outlets, if so, inform the maintenance section to switch-off the power line
- 3. Prepare all emergency lights for possible power cut-off.
- 4. Locate safe places for evacuation in case the situation will worsen.
- 5. Monitor radio news report to be up-dated of the situations.
- 6. After the typhoon, request maintenance personnel to inspect all electrical lines especially plugs in the lower level for possible damage.

d. Reported loss and incident of theft/robbery case

- 1. Upon receiving a complaint for loss of properties, the supervisor shall immediately proceed to the scene of the crime for possible preservation and recovery of traces of evidence.
- 2. If possible, take a photograph of the scene, but do not touch anything.
- 3. List down personnel present during the discovery of the loss.
- 4. Conduct initial inquiry to the informant and other personnel that may have knowledge about the case.
- 5. Summon assistance from agency investigators if the need arises.
- 6. Blotter the incident with the nearest police station that has jurisdiction of the place.
- 7. Prepare Incident Report and submit the same to the Security Officer for proper coordination. Conduct investigation of the case and submit progress reports.

e. Picket/Strike

In the event of any projected strike or work stoppage in the office, the following course of action is highly recommended:

Pre-strike procedure:

 The Shift-In-Charge and Security Officers of the security agency are enjoined to exert their utmost effort to distract any possible plans that striking group/union contemplates to undertake.

- Gather information, demands and complaints of labor union against the management. Collect possible issues, points of the compromise advanced by management, the attitude of the labor and management and the number of sympathizers of the striking group.
- 3. Determine whether the impending strike is purely a result of a legitimate labor dispute or merely a front to create commotion and discontent.
- 4. Conduct a renaissance of the whole area to be covered by PNP and security personnel, plan probable troop disposition, and screen personnel to be utilized for duty in case the strike is staged.

On-going Strike:

- 1. Notify the management or its authorized representatives.
- 2. Keep in contact with the management for further instruction.
- 3. Request for additional security guards to enforce perimeter guards to prevent possible looting, sabotage and vandalism.
- 4. Coordinate with management regarding the need for detail of policemen at the strike area to maintain peace and order. A must, arrange with management for subsistence and allowances and such other logic needs as may be required.

f. Traffic plan for normal and emergency situation

- 1. For normal situation, the rules and regulations on pedestrian and vehicle traffic shall be strictly implemented such as car pass sticker, speed limit, designated parking and no parking areas, overnight parking, enforcement of safety helmet to motorcycle riders and driving practice inside the compound. To prevent parking spaces to deplete, owners of vehicles who intend to park their vehicles overnight must secure approval from the SFD or MSD.
- 2. For emergency situations like a demonstration or rally being held within the premises or compound of PSC, security personnel shall initiate action that will preempt a condition of chaos or mob rule. In the event PSC management will request for additional security personnel, the Security Agency will immediately

- dispatch the number of security guards requested to control the crowd especially those who shall force to enter in order to sow chaos and disorderly conduct.
- 3. During emergency situations, all stay-in off-duty security guards shall be utilized to help stop the on-going disturbance.
- 4. In times of emergency, all security personnel and augmentation force shall be under the supervision of the Chief of Operations, all actions of the guards must be cleared by the Detachment Commander from the Chief of Operations, Administration Sector or from his duly authorized representative.

g. Hostage Situation

Hostage situation is a complicated case, so we normally course the handling of the case to an expert of the PNP or other law enforcement agency with expertise in this kind of situation. However, the guard in the area of responsibility facing this kind of situation can help by doing the following:

- 1. Guards shall immediately notify PSC management thru the Chief of Operations and at the same time the nearest PNP unit of the hostage situation for immediate help.
- Guards must keep the line of communication open for the hostage taker and if necessary, the hostage victim in order to determine the motive and purpose of the hostage taker.
- 3. Guards must avoid being reckless and avoid any confrontational approach with the suspect.
- 4. Guards on duty shall not allow other people to intervene, it might worsen the situation. Wait for the arrival of the PNP personnel and other government authorities who are experts in crisis management for hostage taking.
- 5. Guards must coordinate with the PNP personnel and Crisis Management Team for any information that he gathered.

h. Coup D'etat

This is a situation of national security concern. The security force in the area must not cooperate with the rebel group. The guard on duty must immediately inform the PSC management as well as his agency of the situation they have encountered.

Since this is a priority concern, at the direction of the Chief of Operations or his duly authorized representative, all security personnel shall implement the special course of action by evacuating PSC personnel to safer areas. Immediately, sound the alarm of call for emergency situation thru the use of radio communication. The guard shall immediately relay the message of concern to his supervisors.

In case the rebel group have intruded the perimeter of PSC, the guard on post and all available off duty guards and officers will immediately wait for the supervision of the PNP and AFP. As a Para-military unit, it can therefore be activated by the higher headquarters to act and support the AFP in times of emergency.

i. Earthquakes

Earthquakes are natural hazards and it cannot be predicted. Our priority concern here is to set in place procedures of how we can help mitigate or prevent damages to a minimum level;

- 1. During earthquakes one must remain calm and avoid panic.
- 2. When one is inside the building, he or she shall avoid using the elevator because chances are there might be power failures and he might be trapped inside.
- 3. Stay away from electrical cable and wires because this might erupt and can cause electrical shock.
- 4. If necessary, stay under the table or anything that shall give your head ample protection from falling debris.
- 5. Guard on post must immediately assist to the best of his ability to protect and evacuate to a safer area the concerned VIPs and employees of PSC.
- 6. Send immediately those employees hurt in the course of the quake to the nearest hospital.
- Search for other persons left in the building after evacuation and report all damages in properties and injured person to the Chief of Operations as well as to the security agency.

In case of an earthquake, security guards are expected to act as first responders; therefore, they must have undergone the basic course in the basic life support or first aid.

cc. OTHER SERVICES:

The security agency on its account shall provide additional services to the Philippine Sports Commission and its branch offices, free of charge, namely:

- 1. Nightly inspection of the guards on post by designated agency inspectors;
- 2. Investigate reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by agency investigator duly accredited by the PNP-SAGSD;
- 3. A bi-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of PSC;
- 4. In-service training program and re-training of security personnel, especially on the four basic rules of gun handling.
- 5. The security specialist of the security agency will also conduct a regular Security Risk Assessment aside from the risk assessment of the detailed Detachment Commander to evaluate the existing security measures and provide recommendations in case there is a need to change the security system;
- 6. In coordination with the law enforcement agencies a continuous intelligence networking by soliciting/gathering information within the areas to detect any criminals operating;
- 7. Other security gadgets/equipment which the PSC may require to meet the growing needs.

On-the-job training by the guards at all stations, two (2) days prior to take over from the outgoing security guards and agency. The OJT guards shall stand side by side with the guards of the outgoing agency to familiarize themselves with the security rules and procedures of PSC and to prevent possible sabotage.

IN CASE OF PANDEMIC

The Security agency shall be responsible to provide assistance to its assigned security guards in case of quarantine, lock down and similar circumstances.

HEALTH PROTOCOL

The Security agency shall comply with the health protocol being imposed by the National Government, local government and or PSC, such as wearing of face mask, face shield and observing social distancing.

UNIFORM

1.1. TYPE A UNIFORM

1.1.1. Must be used by all posted security personnel during their day-to-day duties and functions.

1.2. TYPE B UNIFORM

1.2.1. Must be used by the security personnel posted in the lobby, and areas inside Administration Building in RMSC and Building A in Philsports Complex, and other areas specified by the Chief of SFD.

Note: Waistline of 40 inches for male, 36 inches for female

1.3. DESCRIPTION OF UNIFORMS

1.3.1. Type A For Male Security Guard

Headgear	Pershing cap, navy blue with black strap, black visor and navy-blue nylon net top, and with prescribed SOSIA metal cap device.
Upper Garment	White gabardine polyester fabric, long sleeve, with necktie Clip
	Other specifications will be as prescribed by SOSIA.
Lower Garment	As prescribed by SOSIA.
Service Belt	As prescribed by SOSIA.
Footwear	As prescribed by SOSIA.

1.3.2. Type A for Female Security Guard

Headgear	Navy blue headgear in nylon net top, and with prescribed SOSIA metal cap device.
Upper Garment	White gabardine polyester fabric, long sleeve, with necktie Clip
	Other specifications will be as prescribed by SOSIA.
Lower Garment	As prescribed by SOSIA.
Service Belt	As prescribed by SOSIA.
Footwear	As prescribed by SOSIA.

1.3.3. Type A for Security Officers

ype 11 101 security office.	
Headgear	Pershing cap, navy blue with yellow strap, black visor and navy-blue nylon net top, and with prescribed SOSIA metal cap device.
Upper Garment	White gabardine polyester fabric, short sleeve,
	Other specifications will be as prescribed by SOSIA.
Lower Garment	As prescribed by SOSIA.
Service Belt	As prescribed by SOSIA.
Footwear	As prescribed by SOSIA.

1.3.4. Type B Uniform-Long Sleeve Barong Uniform

Upper Garment	Long sleeve Barong, Santana blue
	Other specifications will be as prescribed by SOSIA.

Lower Garment	As prescribed by SOSIA.
Footwear	As prescribed by SOSIA.
Name plate	As prescribed by SOSIA.

The duration of the contract to be bid shall be from _____, 2021 to _____, 2024, subject to performance evaluation before the end of each contract year based on the set of PSC Performance Criteria. The Service Provider/Contractor should maintain a satisfactory level of performance throughout the term of the contract based on the following set of PSC Performance Criteria:

1. Qual	ity of Service Delivered	(40%)
	a. Implementation of a control system in the workplace and security jurisdiction for the safety and security to life and property.	20%
	b. Responsiveness to clients' needs and to complaints and/or incident reports.	10%
	c. Availability of firearms, communication devices and/or motor vehicles	5%
d.	Courtesy and decorum	5%
2. Man	agement and Suitability of Personnel	(25%)
a.	Supervision and accountability	8%
b. Qualification of assigned guards, training for physical fitness and martial arts		7%
c.	Physical Appearance (uniforms and other paraphernalia)	5%
d.	Change and/or replacement of assigned guards	5%
3. Cont	ract Administration and Management	(25%)
a.	Assignment of guards at designated area/s	10%
	b. Implementation of PSC rules and regulations and compliance to other obligations per contract	8%
C.	Compliance to labor laws and social insurance regulations	7%
5. Time Management		(5%)

a. Tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%
5. Provision of Regular Progress Reports	
a. Exception/Incident Report	2%
b. Monthly Deployment Report	2%
c. Other Reports that may be required by the Administration Sector	1%

II. COMMITTEE ON PERFORMANCE EVALUATION

The PSC Chairman shall create a Committee on Performance Evaluation (COPE) for Security Services composed of a Chairperson, a Vice-Chairperson and three (3) members. The Chairperson and Vice-Chairperson-designate shall be both of Director level. The three (3) members shall come from the Administration, Operation and Legal affairs Office.

The COPE shall evaluate the performance of the Security Agency for the immediate preceding eleven (11) months under contract by adopting the above Performance Criteria. The average of the five (5) ratings of the COPE should not be less than 80% to qualify for the extension of the contract for another year. The result of the performance evaluation is non-appealable.

Prepared by;

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