

BIDS AND AWARDS COMMITTEE

SECTION I - INVITATION TO BID

TWO (2) - YEAR CONTRACT FOR SECURITY SERVICES

The Philippine International Convention Center (PICC), through its Approved Budget for CY 2018, intends to apply the sum of **TWENTY-THREE MILLION FIVE HUNDRED NINETY-ONE THOUSAND THREE HUNDRED THREE PESOS AND TWELVE CENTAVOS (P23,591,303.12), per year**, being the Approved Budget for the Contract (ABC) for the abovementioned services.

The PICC now invites bids for the procurement of the abovementioned requirement. Contract duration is for two (2) years. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the project, whose value must be at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II – Instruction to Bidders. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary "Pass/Fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act". Bidding is open to all interested bidders, subject to the conditions for eligibility as provided in the RIRR of RA 9184. Interested bidders may obtain further information from the PICC-BAC and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bid Documents may be acquired by interested Bidders from September 20, 2018 to 10:00 a.m. of October 19, 2018, at the address stated below and upon payment in cash of a non-refundable fee, pursuant to the latest guidelines issued by the GPPB, in the amount of SEVENTEEN THOUSAND FIVE HUNDRED PESOS (P17,500.00). It may also be downloaded, free of charge, from the website of the Philippine Government Electronic Procurement System (Phil-GEPS) and the website of the Procuring Entity, provided that participating Bidders shall pay the applicable fee for the Bidding Documents.

The PICC-BAC will hold a Pre-Bid Conference on **September 28, 2018 at 10: a.m.** and **October 5, 2018 at 10:00 a.m.**, at the PICC BAC Conference Room, Ground Floor, Delegation Building. Bids must be duly received by the BAC Secretariat, at the address specified below, on or before **10:00 a.m. of October 19, 2018**. Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on **October 19, 2018, at 10:00 a.m.** at the PICC-BAC Conference Room, Ground Floor, Delegation Building, PICC. Bids will be opened in the presence of the bidders' representatives who choose to attend. Late bids shall not be accepted.

In case the Pre-bid Conference, the deadline for the submission of Bid Documents and the opening of bids fall on a non-working day, legal holiday or special non-working holiday, the activity involved shall be moved to 2:00 p.m. of the next working day.

The PICC-BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to its award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:
BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
7894758, 7894759, and 7894760
Telefax No. 7894761


MELPIN A. GONZAGA
Chairman

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is PHILIPPINE INTERNATIONAL CONVENTION CENTER (PICC)
1.7	The lot(s) and reference is/are: TWO (2) - YEAR CONTRACT FOR SECURITY SERVICES
2	The Funding Source is: PICC APPROVED BUDGET FOR CY 2018
3.1	No further instructions.
5.1.1	<p>Eligible Bidders</p> <p>The eligible bidders mentioned in ITB Clause 5.1 shall also required to comply with the following requirements:</p> <ol style="list-style-type: none"> 1. Must have been engaged in the business of providing security and affiliated services for not less than five (5) years from the date of opening of bids; 2. Must have employed not less than seventy-five (75) licensed guards in its roster; and 3. Must have past and present contracts with hotels, convention/exhibition centers, and/or government institutions with a deployment of not less than fifty (50) security guards in one area of assignment entered into the last five (5) years from the date of opening of bids.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within the last five (5) years a single contract, that is similar to this project the amount of which shall be at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contract shall refer to security services.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The PICC will hold a pre-bid conference on September 28, 1028 at 10:00 a.m. and October 5, 2018 at 10:00 a.m.
10.1	<p>The Procuring Entity's address is:</p> <p>Philippine International Convention Center PICC Complex, 1307 Pasay City</p> <p>BAC Secretariat Tel. No. 7894759; Telefax: 7894761</p>

12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within the last five (5) years prior to the deadline for submission and receipt of bids. The SLCC shall be supported with certified photocopy of its Contract and Certificate of Completion and Satisfactory Performance from the client.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The Total ABC is TWENTY-THREE MILLION FIVE HUNDRED NINETY-ONE THOUSAND THREE HUNDRED THREE PESOS AND TWELVE CENTAVOS (P23,591,303.12) , per year. Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	Bid Currencies The bid prices shall be quoted in Philippine Pesos.
16.3	Payment shall be made in Philippine Pesos.
17.1	Bid Validity Period Bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.
18.1	The bid security shall be; <ul style="list-style-type: none"> • Notarized Bid Securing Declaration; or • Cash or Cashier's/Manager's check (confirmed by universal or commercial bank), in an amount equivalent to 2% of the ABC; or • Surety Bond, callable upon demand and issued by a surety or insurance company in the amount of not less than five percent (5%) of the ABC, with attached certification issued by the Office of the Insurance Commission that said insurance company is authorized to issue such security.
18.2	The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.
20.3	Each Bidder shall submit <i>One (1)</i> original copy and two (2) <i>duplicate</i> copies of the Eligibility documents and the Financial Bid Proposal signed by the bidder and/or the authorized representative.

21	<p>The address for submission of bids is:</p> <p>PICC-Bids and Awards Committee (BAC) Secretariat Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is October 19, 2018 at 10:00 a.m.</p>
24.1	<p>The place of bid opening is:</p> <p>BAC CONFERENCE ROOM Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is October 19, 2018 at 10:00 a.m..</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Partial bids are not allowed.
28.4	No further instructions.
29.2	<p>Post-Qualification</p> <p>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 LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Certified photocopy of the CY 2017 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Certificate of Ocular Inspection; d. Copies of past and present contracts for the last five (5) years prior to the deadline for submission and receipts of bids; e. Security plan suitable for PICC; f. Company profile with its organizational set-up and sketch of office location; g. List of existing/licensed firearms with certified photocopies of licenses issued by PNP (indicate quantities, kind, and location) h. List of existing/ licensed communication devices (handheld radios, radio based transceiver), with certified photocopies of licenses issued by NTC; i. Certified photocopy of license to operate radio communications equipment issued by the National Telecommunications Commission; j. List of vehicles; and

	<p>k. Certificate of Satisfactory Completion and Acceptance of previous PICC contracts within the last five (5) years, if any.</p> <p>Failure of the bidder with the lowest calculated bid to submit the above requirements, or a finding against the veracity of such requirements shall be ground for forfeiture of the bid security and disqualification of the bidder for award.</p>
32.4(f)	No additional requirement.



Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is PICC APPROVED BUDGET FOR CY 2018
1.1(k)	The Project Site is <i>PICC, PICC Complex, 1307 Pasay City</i>
2.1	No further instructions.
5.1	The PICC's address for Notices is: PICC-Bids and Awards Committee PICC Complex, 1307 Pasay City
6.2	For purposes of this Clause the PICC's Authorized Representative for this contract is Mr. Julio Z. Dionisio, Security Officer. Incidental Services – In addition to the security services as enumerated in Section VII – Technical Specifications, the Contractor is required to provide all of the firearms and ammunition, motor vehicles, radio telecommunications and other related equipment.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	COMPENSATION AND MANNER OF PAYMENT For the services rendered by the CONTRACTOR, the PICC shall pay the former a compensation of (amount of bid offer accepted by PICC) for the seventy-five (75) security guards including the three (3) shift Supervisors and one (1) Detachment Commander payable in equal semi-monthly payments or every 15 th and end of each month. Prices shall be considered fixed prices, and therefore, not subject to price escalation during contract implementation, except for the following: a) Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding; b) Increase in taxes; and c) If during the term of the contract, the PICC sees the need for an increase or decrease in the number of security guards. For the first billing, processing of payments shall be supported with the following documents:

- a) Certified photocopy of notarized Agreement (with attachments) between PICC and the CONTRACTOR; and
- b) Certificate of Deposit issued by its depository bank with ATM/Mega link access.

The following documents are also required to be submitted for the subsequent bi-monthly billings:

- a) Semi-monthly billing invoice duly certified as true and correct by the PICC' Security Officers;
- b) The official guard detail duly signed by the CONTRACTOR'S Head Supervisor and the PICC security officers;
- c) Duly accomplished and guards' approved daily time records;
- d) Certified True Copy of the latest paid-up payroll complete with guards' signatures; and
- e) Affidavit or Sworn Statement of the CONTRACTOR's Head Supervisor re: payment of salaries and other benefits of guards for the period covered.

In addition to the above documents, the following will have to be included at the end of each quarter:

- a. Certified True Copy of SSS official receipt for SSS Quarterly Remittances or special bank receipt together with SSS R5 Form;
- b. Certified True Copy of official receipt for Pag-ibig Quarterly Remittances; and
- c. Certified True Copy of official receipt issued by Employees' Compensation Commission (ECC) and Philhealth (Medicare) for Quarterly Remittances.

For every absence of a security or supervisor below the required number of personnel, the corresponding deduction from the billing shall be made on the basis of guard's daily rate per eight (8)-hour shift.

The CONTRACTOR hereby guarantees that all employer's share being paid by PICC for the CONTRACTOR, such as SSS premiums, Pag-ibig, Philhealth, and others and the corresponding employee's share being pre-deducted, shall be remitted properly and promptly to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for the termination of this Contract.

All payments under this Contract shall be subject to the usual accounting and auditing requirements of PICC.

13.4(c)	<p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the following forms:</p> <table border="1" data-bbox="456 421 1370 909"> <thead> <tr> <th data-bbox="456 421 890 512">Form of Performance Security</th> <th data-bbox="890 421 1370 512">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 512 890 611">Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td data-bbox="890 512 1370 611">Five percent (5%)</td> </tr> <tr> <td data-bbox="456 611 890 710">Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td data-bbox="890 611 1370 710">Five percent (5%)</td> </tr> <tr> <td data-bbox="456 710 890 909">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="890 710 1370 909">Thirty percent (30%)</td> </tr> </tbody> </table> <p>A new performance security shall be submitted before the lapse of the performance security for the first year of contract.</p>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
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Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)								
17.4	The period for correction of defects in the warranty period is seven (7) calendar days upon receipt of notice from PICC project-in-charge.								
21.1	No additional provision.								



Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

I. The Security detail to be furnished by the Agency to PICC on daily basis shall be as follows:

POST OF ASSIGNMENT	1 ST SHIFT 6am-2pm	2 ND SHIFT 2pm-10pm	3 RD SHIFT 10pm=6am	Total Number of Guards
A. SECURITY OFFICE				
• Detachment Commander*				1
• Shift-In-Charge	1	1	1	3
• Desk In charge	1	1	1	3
				TOTAL = 7
B. SECTOR I (Delegation Bldg.)				
• Delegation Parking (Gate-4)	1	1	1	3
• Delegation Driveway	1	1	1	3
• Delegation Main Entrance (Baggage X-Ray Machine)	1	1	1	3
• Delegation Desk-in-Charge	1	1	vacant	2
• Executive Office 2 nd floor	1	1	vacant	2
• Building Patrol	1	1	1	3
• PICC Offices Delegation Ground Floor	1	1	vacant	2
• Employees Entrance/Exit				
• 3 rd , 4 th , & 5 th floor	1	1	1	3
	2	2	2	6
				TOTAL = 27
C. SECTOR 2 (Secretariat Bldg.)				
• Secretariat Driveway	1	1	vacant	2
• Secretariat Main Entrance (Baggage X-Ray Machine)	1	1	vacant	2
• Secretariat Desk-in-charge	1	1	1	3
• Secretariat Bldg. 3 rd Floor	1	1	vacant	2
• Secretariat Parking	1	1	1	3
• Gate 3	2	2	2	6
• PICC Powerhouse	1	1	1	3
• Quad Entrance	2	2	1	5
				TOTAL = 26
D. SECTOR 3 (PH / RH)				
• Plenary / Reception Hall Entrance Exit	1	1	1	3
• Building Patrol (Roving)	1	1	1	3
				TOTAL = 6

E. SECTOR 4 (PICC FORUM)				
• Gate 1 (Vicente Sotto)	1	1	1	3
• Powerhouse/Gate 2	1	1	1	3
• Jalandoni (Patrol)	1	1	1	3
				TOTAL = 9
TOTAL REGULAR POST	28	27	20	Overall Total = 75

II. Equipment & Supplies

The Contractor shall deliver to the PICC within fifteen (15) calendar days from receipt of the Notice to Proceed, the following:

a) VEHICLES

1. 1-unit motorcycle with side car
2. 1-unit 4-wheel motor vehicle (not more than 5 years old) in good running condition and with air-conditioned and with assigned driver, who shall form part of the regular deployment.

b) COMMUNICATION EQUIPMENT

1. 1-unit license radio base transceivers with accessories
2. 29-units license handheld radios with batteries (1 unit will be assigned to the PICC Security Officer)
3. 100 units License radios with batteries as reserved to be used during international event.

c) FIREARMS AND AMMUNITION

1. Firearms

Item	Quantity	Caliber	Type
1	28	9 mm	9mm
2	8	Shotgun	12 ga.

Note: the firearms to be assigned to PICC must be branded, original, in good working condition and with genuine serial numbers. Firearms classified as "paltik" shall not be allowed.

2. Ammunition

Item	Basic	Reserve	Type
1	200	100	9MM pistol
2	50	50	Shotgun

c) SUPPORT EQUIPMENT/FACILITIES

1. 1 unit safety vault with combination to store firearms and ammunitions
2. 6 units metal detector
3. 71-units tear gas
4. 10 pieces reflectorized traffic vest
5. 10 pairs reflectorized traffic glove
6. 20 pieces raincoat
7. 70 pairs handcuff
8. 75 first aid kits
9. 75 pieces whistle
10. 75 pieces flashlight
11. 10 pieces traffic flashlight
12. 3 units bullhorn
13. 1 unit desktop computer with printer
14. 1 unit typewriter
15. 1 unit 4-door filing steel cabinet
16. sufficient logbooks for each post and other necessary office
17. supplies for the entire duration of the contract
18. 4 steel lockers (9 compartments each)

The Contractor hereby commit to comply and deliver all the above requirements in good order condition and in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

Section VII. Technical Specifications

Section VII. Technical Specifications

Item No.	Article /Description	COMPLIANCE																					
1	<p>TWO (2) –YEAR CONTRACT FOR SECURITY SERVICES</p> <p>I. Security Manpower Services</p> <p>The work to be done under this Contract shall consist of furnishing at all times SEVENTY-FIVE (75) security guards, which includes three (3) Shift Supervisors for eight (8) hours duty per shift, seven (7) days a week and one (1) Detachment Commander who will render twelve (12) hours duty per shift at seven (7) days a week. The tour of duty of the Detachment Commander shall start on the first hour of the first shift. It is understood that a one day-off per guard shall be observed which does not necessarily have to be a Sunday.</p> <p>The CONTRACTOR shall observe the following shifting schedules:</p> <p>A) The PICC Main :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">1st Shift – 24 guards</td> <td style="width: 25%;">6am to 2pm</td> <td style="width: 50%;">Without night differential pay</td> </tr> <tr> <td>1st Shift – 1 Det. Cmdr</td> <td>6am to 6pm</td> <td>Without night differential pay</td> </tr> <tr> <td>2nd Shift – 24 guards</td> <td>2pm to 10pm</td> <td>Without night differential pay</td> </tr> <tr> <td>3rd Shift – 17 guards</td> <td>10pm to 6am</td> <td>With night differential pay</td> </tr> </table> <p>B) The PICC Forum:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">1st Shift – 3 guards</td> <td style="width: 25%;">6am to 2pm</td> <td style="width: 50%;">Without night differential pay</td> </tr> <tr> <td>2nd Shift – 3 guards</td> <td>2pm to 10pm</td> <td>Without night differential pay</td> </tr> <tr> <td>3rd Shift – 3 guards</td> <td>10pm to 6am</td> <td>With night differential pay</td> </tr> </table> <p>The following are the duties to be performed:</p> <ol style="list-style-type: none"> a) Secure/guard the PICC’s property against theft, pilferage, robbery, and/or other unlawful acts, including the safeguarding of PICC employees/tenants/clients and/or other people with business transactions at PICC, while inside or in the vicinity of the guarded premises; b) Protect the PICC’ buildings, equipment, and other facilities from damage, vandalism, arson, sabotage, or any acts of terrorism. c) Maintain peace and order as well as secure PICC perimeter/premises from unauthorized entry/occupation/use; d) Implement proactive measures to deter the commission of criminal acts within PICC premises by securing PICC perimeter gates and grounds; and implementing other measures such as periodic inspection of PICC perimeter 	1 st Shift – 24 guards	6am to 2pm	Without night differential pay	1 st Shift – 1 Det. Cmdr	6am to 6pm	Without night differential pay	2 nd Shift – 24 guards	2pm to 10pm	Without night differential pay	3 rd Shift – 17 guards	10pm to 6am	With night differential pay	1 st Shift – 3 guards	6am to 2pm	Without night differential pay	2 nd Shift – 3 guards	2pm to 10pm	Without night differential pay	3 rd Shift – 3 guards	10pm to 6am	With night differential pay	
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fences, recording details of entry to and exit from PICC of vehicles and persons, and other such measures that are deemed necessary to undertake this task.

- e) Strictly implement the PICC's rules and regulations with regard to safety and security.

II. Equipment & Supplies

The CONTRACTOR, in order to effectively meet its contractual commitments/obligations to the PICC, shall provide at the PICC premises, on a daily basis, the following:

a) VEHICLES

1. 1-unit motorcycle with side car
2. 1-unit 4-wheel motor vehicle (not more than 5 years old) in good running condition, air-conditioned and with assigned driver, who shall form part of the regular deployment.

b) COMMUNICATION EQUIPMENT

1. 1-unit license radio base transceivers with accessories
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4. 10 pieces reflectorized traffic vest
5. 10 pairs reflectorized traffic glove
6. 20 pieces raincoat
7. 70 pairs handcuff
8. 75 sets first aid kits
9. 75 pieces-whistle
10. 75 pieces-flashlight
11. 10 pieces-traffic flashlight
12. 3 units-bullhorn
13. 1 unit-desktop computer with printer
14. 1 unit-typewriter
15. 1 unit-4-door filing steel cabinet
16. sufficient logbooks for each post and other necessary office
17. supplies for the entire duration of the contract
18. 4 units-steel lockers (9 compartments each)

III. SPECIFIC PROVISIONS

1. The security guards/Shift Supervisors/Detachment Commander employed by the CONTRACTOR must be duly licensed by the PNP-Supervisory Office of Security & Investigation Agencies (SOSIA), Camp Crame, and shall possess the following qualifications:
 - a) Filipino citizen;
 - b) At least 2nd year college education, preferably with units in Criminology;
 - c) At least 1.68 meters in height and 60 kgs. in weight;
 - d) Must be of good moral character, honest, reliable, competent, courteous, polite and of cooperative disposition;
 - e) Must be physically and mentally fit as evidenced by a Medical Certificate issued by a duly licensed medical practitioner and must have passed the neuro-psycho screening test conducted and as certified by a professional evaluation center duly accredited by Camp Crame, PNP;
 - f) Must be well-groomed, possess a pleasing personality, trim in physical appearance or well-built;
 - g) Must submit a Certified photocopy of results of drug-free test undertaken by the security guards;
 - h) Must submit Certified photocopies of Certificates showing that each guard had finished Basic Security Training Course, First Aid Treatment and Emergency Response; and
 - i) The Detachment Commander must be well-versed in interrogation and investigative work; this will be determined in the interview to be conducted by the PICC Security Officer.

2. The PICC SECURITY OFFICER shall have the right to screen, select, accept and/or reject the CONTRACTOR's individual guards to be assigned to PICC.

3. In the event that award is made to a winning bidder who is not the present Security Contractor, the winning bidder agrees to absorb at least fifty percent (50%) of the security guards from the present Contractor to be screened by PICC security officer and approved by the PICC General Manager.
4. The PICC SECURITY OFFICER shall have the right to inspect the guards at any time to ensure that the guards are in good health and are properly equipped to provide proper security to any person or property within the PICC premises. This right of inspection by the PICC shall not relieve the CONTRACTOR from full responsibility for any inadequate security and protection of person and property within PICC' premises.
5. The CONTRACTOR's security guards/Shift Supervisors/Detachment Commander shall, at all times, be in proper and clean uniforms as may be prescribed by the PICC and with visible and legible identification patches or IDs. The CONTRACTOR, at its expense, must provide the uniforms and other necessary security paraphernalia.
6. CONTRACTOR's Security guards assigned for the operation of the PICC' walk- thru metal detector, x-ray baggage machines, and security cameras must have undergone training seminars on the operation of said machines;
7. Any security guard who, in the opinion of the PICC, is wanting in competence, honesty, integrity, or whose services will be considered prejudicial to the interest of the PICC, shall immediately be replaced by the CONTRACTOR upon receipt of written notice from the PICC.
8. Replacement of security guards/Shift Supervisors/Detachment Commander shall be governed by the procedures established by the PICC Management.
9. The CONTRACTOR shall submit itself, its representatives, and all its security guards/Shift Supervisors/Detachment Commander to the rules and regulations of the PICC on, among others, sanitation, security, and safety and to the supervision of the PICC Security Officer.
10. The PICC reserves the right to require the CONTRACTOR to increase/decrease the number of security guards/Shift Supervisors assigned to specified premises when, in its opinion, the exigencies of the service require.

11. The CONTRACTOR hereby acknowledges that no authority has been conferred upon it by the PICC to hire any person or persons on its behalf. It is, therefore, understood that each person or persons employed or utilized by the CONTRACTOR in carrying out the security service shall be paid by, and considered an exclusive employee or agent of, the CONTRACTOR. As such, the PICC shall not be responsible whatsoever for any claim or claims for personal injury, compensation, damages, including death suffered by the CONTRACTOR's guards or third persons, due to, or occasioned by, the acts or omission by the CONTRACTOR's guards in the course of the performance of their function. The CONTRACTOR holds PICC free and harmless from any claim whatsoever from its guards and personnel.
12. The CONTRACTOR shall pay the wages, salaries, or compensation of the security guards/Shift Supervisors/Detachment Commander as provided in this Contract. The payment shall be made even if, for one reason or another, the CONTRACTOR fails to collect periodic payment on time from PICC.
13. Payment of salaries to the security guards by the CONTRACTOR shall be made through a commercial bank's ATM/Megalink facility. Semi-monthly billings shall include proof of deposit of the salaries and benefits to the ATM account of the security guards and failure to do so shall be a non-compliance of contractual obligations for which penalty as stipulated may be enforced.
14. The CONTRACTOR hereby guarantees that the guards detailed at PICC shall be paid their salaries on time and in the exact amount as reflected in the payroll submitted to the PICC for reimbursement and any repetitive and unjustified delays of the payment of the guard's salaries attributable mainly to the CONTRACTOR and/or the CONTRACTOR not paying the exact amount due the security guards as reflected in the payroll, shall be sufficient ground for the termination of this Contract.
15. The PICC shall have access to records of payment of salaries and/or auditorial right over the payroll of the CONTRACTOR.
16. The CONTRACTOR hereby guarantees that all the employer's share being paid by the PICC for the CONTRACTOR, such as SSS premiums, Pag-ibig, Philhealth (Medicare), the corresponding employee's share being pre-deducted, and deductions made for amortization of loans obtained, shall be remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for the termination of this Contract.

17. It is agreed that should there be a mandated wage increase during the effectivity of this Contract, the rates herein agreed shall be proportionately adjusted. For this bidding, the computation of salaries and wages incorporated in the ABC is based on Wage Order No. 21.
18. All payments under this Contract shall be subject to the usual accounting and auditing requirements of the PICC.
19. The CONTRACTOR shall be responsible for any loss or damage to the property belonging to the PICC during the tour of duty of CONTRACTOR's guards; provided, that such incidence of loss or damage is brought to the attention of the CONTRACTOR in writing within seventy two (72) hours from the time it comes to the PICC notice; provided, further, that said loss or damage is proven to be due to the fault or negligence of CONTRACTOR's guards.
20. The CONTRACTOR shall conduct a physical inventory of all items as indicated/enumerated and authorized in the PICC Property Pass-In/Pass-Out Form issued to PICC employees, tenants, guests, clients, service contractors and suppliers, so as to ensure veracity and that it tallies with the list of items enumerated in the Pass-In/Pass-Out; for pass in/pass out slips issued to event/s organizer/s, the CONTRACTOR's guards must see to it that the Events Management Officer signs the slip and ensure that all items brought in/out of PICC are specifically enumerated.
21. The CONTRACTOR hereby agrees that it shall, through its authorized representative, with the PICC' Security Officer and/or designated representative of the PICC, hold bi-monthly meetings at the PICC' premises for updating requirements; said bi-monthly meetings shall be done every 2nd and 4th Monday of the month; the CONTRACTOR's authorized representative must be able to immediately decide for and in behalf of the CONTRACTOR;
22. PICC will provide the CONTRACTOR an office space, free of charge, with a minimum floor area of 38 square meters, adjacent to the office of the PICC Security Officer to ensure close coordination, with office tables and chairs, a telephone line with access to local and outside calls (except long distance and international calls); the CONTRACTOR, however shall provide their office equipment such as computer with printer, calculator and other office supplies and materials needed in the performance of its functions as Security Contractor.

IV. INJURIES TO PERSONS AND DAMAGE TO PROPERTY

The CONTRACTOR shall be solely responsible, and the PICC shall be relieved of any liability, for all losses and claims for injuries to persons or damage to property which may arise out, in the course, and as a consequence, of the Contract. In the event that the PICC shall be required to pay for the aforementioned injuries and damages, the CONTRACTOR shall indemnify the PICC for such losses, damages, and claims.

V. PENALTIES:

Offenses or violations of rules committed by the Contractor's security guards, shall be subject to penalty charges to be deducted from the Contractor's monthly billings as enumerated below:

CONTRACTOR'S VIOLATIONS	PENALTY
a) CONTRACTOR has issued ammunition short of the requirement as per Contract or defective "dud" bullets.	Deduction from the billing of ₱20.00 per bullet per day
b) CONTRACTOR has not issued any magazine or holders for extra ammunition	Deduction from the billing of ₱50.00 per incident per day
c) CONTRACTOR has not provided the service vehicle as per Contract, or service vehicle unserviceable.	Deduction from the billing of ₱1,000.00 per incident per day
d) CONTRACTOR has not issued radio equipment or short of the number as per Contract or issued item is unserviceable.	Deduction from the billing of ₱200.00 per lacking, unserviceable, defective or unusable equipment (per equipment per day).
e) CONTRACTOR has not issued the required equipment as per Contract, like metal detectors, license handheld radios, license radio base transceivers with accessories, bullhorns, flashlights, night stick, etc. or has issued one but unserviceable and/or defective / unusable.	Deduction from the billing of ₱200.00 per lacking, unserviceable, defective or unusable equipment (per equipment per day).

The PICC shall impose on the CONTRACTOR penalties for offenses or violations as listed below, without prejudice to penalties as may be imposed by PNP-SOSIA as follows:

OFFENSES	PENALTY
a) Abandonment of Post of security guard	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.
b) Posted security guard found drunk; drinking alcoholic beverages or under the influence of intoxicating liquor or found in possession of or under the influence of alcohol or taking prohibited drugs.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.
c) Providing confidential information to unauthorized persons.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice. Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.
d) Security guard firing his firearm indiscriminately not in connection with the performance of his duty.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.
e) Posted security guard found allowing others to hold or tinker with his firearm.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.
f) Security guard apprehended for scandal, or disorderly conduct within the premises of the installation or being incorrigible or defiant.	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon receipt of the PICC' written notice.
g) Security guard engaging in mulcting or extortion activities	Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.

<p>h) Displaying discourtesy or rude manner while in the performance of duty or not rendering appropriate respect and courtesy to any person.</p> <p>i) Posted security guard not carrying his current Private Security License and firearm license.</p> <p>j) Security guard found sleeping while on duty or during RED ALERT.</p> <p>k) Security guard smoking while on duty</p> <p>l) Head Supervisor and/or Shift Supervisor tolerating the violation of PICC rules and regulations by the guards or not reporting such violation to the PICC.</p> <p>m) Shift duty in excess of eight (8) hours without permission from the PICC.</p> <p>n) Head Supervisor and/or Shift Supervisor not conducting guard mounting for the incoming guards.</p>	<p>Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱300.00 per incident and removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱200.00 per incident and removal of the Head Supervisor and/or Shift Supervisor from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱200.00 per incident for first offense and for the second offense removal of the guard from PICC upon receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱200.00 per incident for first offense and for the second offense, removal of the Head Supervisor and/or Shift Supervisor from PICC upon receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱200.00 per incident for the first offense and for the second offense, removal of the guard from PICC upon receipt of the PICC' written notice.</p>
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<p>o) Security guard reading newspapers, comics and other reading materials while on duty (except memoranda coming from the PICC).</p> <p>p) Security guard eating / texting in post while on duty.</p> <p>q) Reporting late for duty or formation, or absent without due notice.</p> <p>r) Security guard engaged in prolonged or unnecessary phone or actual conversation with visitors/employees while on duty.</p> <p>s) Security guard with non-regulation haircut, wearing beard/moustache or in improper uniform, non-wearing of ID or un-shined buckles, badges or shoes.</p>	<p>Deduction from the billing of ₱200.00 per incident for the first offense and for the second offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱200.00 per incident for the first offense and for the second offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱200.00 per incident for the first offense and for the second offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p> <p>Deduction from the billing of ₱200.00 per incident for first offense and for the second offense, ₱300.00 per incident, for the third offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC's written notice.</p> <p>Deduction from the billing of ₱200.00 per incident for the first offense and for the second offense, removal of the guard from PICC upon CONTRACTOR's receipt of the PICC' written notice.</p>
<p>The foregoing notwithstanding, it is hereby understood that the imposition of the abovementioned penalties shall not prevent or hinder the PICC from making a determination that various violations by the CONTRACTOR or its guards would result in an "UNSATISFACTORY" rating and thus, constitute a valid ground for termination of the Contract.</p>	

VI. NO EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employee-employer relationship between PICC and the personnel of the CONTRACTOR detailed at the Center. The CONTRACTOR shall be the employer of its personnel rendering service at PICC and shall be responsible for all the liabilities and obligations of the employer under existing laws, rules and regulations and those that may be promulgated thereafter.

VII. PERFORMANCE EVALUATION

The Contractor shall maintain a satisfactory level of performance throughout the term of contract based on the following performance criteria:

- a. Quality of service delivered;
- b. Time management;
- c. Management & suitability of personnel;
- d. Contract administration and management;
- e. Provision of regular progress report.

The performance evaluation shall be conducted quarterly. Failure by the Contractor to perform at least satisfactory level is a ground for pre-termination of the contract.

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.

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Section VIII. Bidding Forms

Section VIII. Bidding Forms

Bid Form

Date: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to, offer to supply and deliver the services required in this particular public bidding for the Award of a TWO (2) - YEAR Contract for Security Services, in conformity with the said Bidding Documents for the sum as follows:

TOTAL AMOUNT OF BID: _____
_____ (P _____)

Note: Attach is the breakdown of cost.

We undertake, if our Bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 2018.

[signature] _____ *[in the capacity of]*
Duly authorized to sign Bid for and on behalf of _____



COST DISTRIBUTION PER MONTH
Wage Order No. NCR-21

SECURITY MANPOWER SERVICES			
	Detachment Commander (1)	Security Guard (54) – Day Shift (w/o NDP)	Security Guard (20) – Night Shift (w/ NDP)
<i>Equivalent No. of Days per Year</i>			
<i>Daily Wage</i>			
<i>COLA per NCR-21</i>			
AMOUNT TO GUARD			
Average Pay/Month			
Night Differential			
13th Month Pay			
Overtime Pay (4 hrs daily OT (only for Det. Cmdr)			
5 days Service Incentive Leave (SIL)			
Uniform Allowance (RA 5487)			
COLA as per NCR-21			
AMOUNT TO THE GOVT. IN FAVOR OF GUARDS			
Retirement Benefit (RA 7461)			
SSS Premium			
Philhealth contribution			
State Insurance Fund			
Pag-ibig Fund			
TOTAL DIRECT TO GUARD & TO GOV'T IN FAVOR OF SG			
Add:			
Administrative Cost: (The Administrative Cost shall include the overhead & profit margin)			
Value Added Tax: (12% Value Added Tax shall be based on the Administrative Cost)			
TOTAL			
GRAND TOTAL			

BIDDER'S COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____



**PHILIPPINE INTERNATIONAL CONVENTION CENTER
BIDS AND AWARDS COMMITTEE**

CHECKLIST OF REQUIREMENTS

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in **two (2) separate sealed bid envelopes**, and which shall be submitted simultaneously. The first envelope shall contain the technical component of the bid including the eligibility requirements and the second shall contain the financial component of the bid.

I. FIRST ENVELOPE: ELIGIBILITY AND TECHNICAL COMPONENTS:

A. ELIGIBILITY DOCUMENTS:

1. Certified photocopy of the valid and current PhilGEPS Certificate of Registration – Platinum Membership. The certificate shall be submitted together with Annex "A".

However, if the certificate, or any of the documents mentioned in Annex "A" thereof, is not current, the new document should be submitted.

2. Statement of all on-going 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 (**ANNEX "A"**);
3. Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid, entered into within the last five (5) years from the date of submission and opening of bids, and whose value is at least fifty percent (50%) of the ABC. (**ANNEX "B"**) Attach to such statement the following:
 - a. Certified photocopy of the SLCC; and
 - b. Certificate of Acceptance or Official Receipt or Sales Invoice
4. Net Financial Contracting Capacity (NFCC): (**ANNEX "C"**)

Computation of NFCC must be at least equal to the ABC to be bid, calculated as follows;

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

or a committed Line of Credit from Universal or Commercial Bank, in lieu of its NFCC Computation. The committed Line of Credit must be at least equal to ten percent (10%) of the ABC to be bid.

B. TECHNICAL COMPONENT:

1. Bid Security:
 - Notarized Bid Securing Declaration (**ANNEX "D"**); or
 - Cash or Manager's Check / Cashier's check issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
 - Surety Bond, callable upon demand, issued by a private insurance company with attached Certification issued by the Office of the Insurance Commission that said insurance company is authorized to issue such surety, in the amount of not less than 5% of the ABC.
2. Sections VI – Schedule of requirements and VII- Technical Specifications of the Bidding Documents, fully accomplished;
3. Notarized Omnibus Sworn Statement (**ANNEX "E"**) with attached;
 - a. For Corporations, the duly notarized Secretary's Certificate; or
 - b. For Sole Proprietorship, the notarized Special Power of Attorney.

II. SECOND ENVELOPE: FINANCIAL COMPONENT OF THE BID (BID PROPOSAL FORMS)

1. Financial Bid Form (Section VIII of the Bidding Documents)
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Note:

1. To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an envelope, with documents tabbed and labeled accordingly (**ANNEX "F"**).