

INVITATION TO BID FOR ***Provision of Security Services for the Philippine*** ***Competition Commission***

1. The *Philippine Competition Commission (PCC)*, through the 2019 National Expenditure Program, intends to apply the sum of ***Nine Hundred Thousand Pesos (PhP900,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Provision of Security Services for the Philippine Competition Commission*** under ***Invitation to Bid No. 201901-0011***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PCC* now invites bids for the said project (see details in the attached Terms of Reference).

The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
4. Bidding is restricted to Filipino citizens/ sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
5. Interested bidders may obtain further information from the PCC and inspect the Bidding Documents at the address given below during *Office Hours from 9:00 A.M. to 5:00 P.M. (Monday through Friday)*.
6. A complete set of Bidding Documents may be acquired by interested Bidders on ***01 February 2019*** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB and internal issuance of PCC Bids and Awards Committee (PBAC), in the amount of One Thousand Pesos (PhP1,000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity,

provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

7. The PCC will hold a Pre-Bid Conference on **08 February 2019, 1:00 PM** at the address below, which shall be open to all prospective bidders.
8. Bids must be duly received by the BAC Secretariat at the address below on or before **12:00 NN of 20 February 2019**. All 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 on **20 February 2019 at 1:00 PM** at the address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

9. The PCC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

*The Secretariat
Bids and Awards Committee
Philippine Competition Commission
25/F Vertis North Corporate Center 1,
North Avenue, Quezon City, 1105
Tel. No.: (02) 771-9722/ (02) 771-9757
Email: procurement@phcc.gov.ph or gsd@phcc.gov.ph
Website: www.phcc.gov.ph*



Atty. Joseph Melvin B. Basas
Chairperson
PCC Bids and Awards Committee

TERMS OF REFERENCE

Project Title: *Provision of Security Services for the Philippine
Competition Commission (PCC)*

Project Duration: **March 1, 2019 to December 31, 2019**

I. RATIONALE

The Philippine Competition Commission (“PCC”) was created by virtue of Republic Act No. 10667, otherwise known as the Philippine Competition Act, as an independent quasi-judicial body mandated to promote and maintain market competition by regulating anti-competitive agreements, abuse of dominant position, and anti-competitive mergers and acquisitions.

Considering that the safety and protection of the PCC officials, employees, visitors, and guests is essential to meet the PCC’s operational and administrative requirements, as well as delivery of services to the public, a Service Contractor shall be engaged to carry out the PCC’s need for Security Services.

II. APPROVED BUDGET FOR THE CONTRACT, STAFF COMPLEMENT, AND CONTRACT DURATION AND CONDITIONS

A. Approved Budget for the Contract

A total estimated Approved Budget for the Contract (“ABC”) for this project is **Nine Hundred Thousand Pesos (PhP900,000.00)**, inclusive of all applicable taxes and fees, including administrative fee of not less than 20% but not more than 25% and other mandatory contributions due to concerned government agencies.

B. Staff Complement

Staff complement shall be comprised of two (2) security guards who shall have a shifting schedule of twelve (12) hours a day from Mondays to Sundays, to be deployed

at the entrance of the PCC premises located at the 25th Floor Vertis North Corporate Building 1, Astra Corner Lux Drives, Mindanao Avenue, Quezon City.

C. Contract Duration and Conditions.

1. Contract Duration

The contract for security services ("Contract") shall be for a period of ten (10) months, to begin on **March 1, 2019 until December 31, 2019**. The Security Agency ("Security Agency"), upon assumption of its duty shall be subject to performance evaluation which shall be the basis for retention of its services.

2. Conditions of the Contract

The following are the conditions to be complied with by the Security Agency with the winning bid:

- a. The Security Agency shall comply with the provisions of the Labor Code including but not limited to provisions requiring that wages shall be paid at least twice a month. Within five (5) working days from the scheduled date of payment, the Security Agency shall submit to the PCC proof of payment and/or remittances of the following:
 - Wages and overtime fees.
 - 13th month pay of their deployed employees.
 - Remittances to SSS, Pag-IBIG, PhilHealth and BIR.

The PCC shall in no case be liable for any interest penalty or for any delayed payments of the remittances to SSS, Pag-IBIG, PhilHealth and BIR.

- b. The Security Agency shall submit to the PCC its Compliance Certificate/Clearance from the Department of Labor and Employment (DOLE) and National Labor Relations Commission Certificate, stating that it is duly registered as a legitimate contractor.
- c. The Security Agency shall require the designated security guard to always be neat and in proper uniform.
- d. The Security Agency shall make available at all times trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absences of the assigned guard for whatever reason; provided, however, that no security guard shall serve for more than twelve (12) hours of duty per day except in case of emergency. Furthermore, in case of replacement, the name of the guard/s to be replaced shall be indicated in the Duty Detail Order and shall be presented, together with the Recall Order issued to the security guard who will be replaced, to the duly authorized representative of the PCC. In no case shall a security guard assume his post

without presenting his Duty Detail Order and Recall Order to the authorized PCC representative.

- e. The PCC has the right to demand from the Security Agency the immediate relief of security guards who are deemed undesirable or incompetent without the benefit of formal investigation or explanation. The PCC shall then give a request for replacement to the Security Agency, which in turn, shall have twenty-four (24) hours from receipt if such request to provide a replacement. In all instances, the replacement should be acceptable to the PCC.
- f. The PCC has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the PCC and the Security Agency. In such instances, the Security Agency shall make the necessary corrections or alterations to the output or task to meet the minimum standards agreed on.
- g. The Security Agency shall provide full coverage of medical and risk insurance to the security guards to be deployed to the PCC, at its own expense.
- h. The Security Agency shall equip the security guards assigned to the PCC with security equipment such as but not limited to: Knife Stick, office supplies and other materials which may be necessary for the effective performance of the security guards' duties and functions, including security enforcement and maintenance of peace and order.
- i. The Security Agency shall also provide cellular phones with monthly load/credits to the guard on duty. The cellular phones shall ensure continuity of communication between the security guard and PCC's representative in case problems should arise in existing communications systems.
- j. All bid prices for the ten (10) months duration shall be fixed and shall not be adjusted during contract implementation, except in the following instances:
 - Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
 - Increase in taxes
 - If during the term of the contract the PCC sees the need to add or reduce the number of security guards, the resulting cost of the said addition or reduction, shall in no case exceed the ABC for the relevant year.
- k. The Security Agency shall be responsible and liable for the cost of any loss, damage, or injury that may be suffered by the PCC, its officers or employees when such loss, damage or injury is due to the fault or negligence of the Security Agency or its security guards, provided that such loss, damage, or injury is made known to the Security Agency within twenty-four (24) hours

of its occurrence or discovery. This provision shall include any loss, damage or injury to property belonging to PCC or any of its officers or employees.

- l. The Security Agency shall issue a Duty Detail Order for security guards to be assigned to the PCC, including relievers and replacements. The Duty Detail Order shall be presented by the security guard to the duly authorized representative of the PCC upon assumption of duty.
- m. The security guards to be dispatched shall be subject to the approval of PCC.
- n. The Security Agency shall ensure that the security guards to be dispatched shall have proper and complete training on emergency response procedures.
- o. The Security Agency shall be responsible in coordinating with the building Administration of the Vertis North Tower 1 for security concerns

III. SCOPE OF SERVICES

The prospective bidders shall bid and provide security services for the PCC and shall undertake the following functions and responsibilities:

1. Secure and protect the PCC properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within the PCC premises.
2. Secure and protect the PCC officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within the PCC premises.
3. Conduct inspection of all bags and baggage carried by people coming in and out of the PCC premises.
4. Prepare and submit daily Activity and Situation Report to cover all activities and incidents related to the implementation of security operations for the areas of responsibility as well as any untoward incidents that transpired during the day.
5. Properly and carefully screen all visitors who wish to enter the PCC premises and instruct them to log in and out of the Visitor's logbook.
6. Prohibit unauthorized person, e.g., vendors, solicitors and vagrants, from entering and loitering within the PCC premises.
7. Screen all incoming mails and parcels.

8. Record the comings and goings of all the PCC officials and employees.
9. Log all deliveries.
10. Ensure all materials, machines and equipment taken in and out of the PCC have its proper gate pass from the PCC General Services Division.
11. Respond to all alarms and act appropriately/accordingly.
12. Turn off all unnecessary lights, fixtures and appliances after office hours.
13. Conduct roving inspections after office hours.
14. Strictly abide and implement all policies of the PCC.
15. Perform other duties that may be assigned from time to time.

IV. QUALIFICATIONS OF SECURITY GUARDS AND SECURITY AGENT

The following are the qualification of the Security Guards and Security Agent:

A. Qualifications of Security Guards

The bidder shall warrant that every security guard assigned to the PCC possess the following qualifications:

1. Must be a Filipino Citizen.
2. At least 2nd year college or should have earned at least 72 units in college and/or high school graduate with adequate knowledge in communicating in English language.
3. Should have at least three (3) years of relevant experience as a security guard or its equivalent.
4. Must be physically and mentally fit, at least 5'5" tall and be at least 21 years old and not more than 45 years old.
5. Must have passed and undergone regular security service training, psychological evaluation test, neuro-psychiatric examination and drug test. The security guard must submit results taken within the last 6 months.
6. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts.

7. Must be duly licensed and properly screened and cleared by PNP, NBI and other government offices issuing clearances for employment (*submit certificate/clearance*).
8. Must have relevant training on emergency response (submit a certificate of attendance / participation)
9. Knowledgeable in writing regular security reports.

B. Qualifications of Security Agency

The bidder must be:

1. The bidder must be a member of Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) or any other association duly recognized by the Philippine National Police-Civil Security Group-Supervisory Office on Security and Investigation Agencies (PNP-CSG-SOSIA) and licensed to operate by the latter.
2. Must have been engaged in the business for at least five (5) years.
3. Must have at least one (1) completed similar contract with a government agency from 2015 to 2018.
4. Must have at least one hundred (100) security guards deployed per year from 2015 to 2018.
5. Must have a good reputation as attested by previous/current clients.

V. OTHER REQUIREMENTS

The bidder, as part of other requirements on the contract, shall also submit:

1. Proof of paid remittances from the following government agencies: SSS, PhilHealth, Pag-IBIG and BIR in the form of a certification issued by the said agencies within the last six (6) months from the date of bid submission.
2. Security Plan for the following (to be submitted by the winning bidder upon acceptance of Notice of Award):
 - a. Detailed measures and innovations to be undertaken to ensure that entry and exits of personnel and guests are monitored, loss of equipment and valuables are minimized, and threat to property, personnel and guests are secured.

- b. For bomb threat, fire, robbery, hostage situation and natural calamities.
 - c. VIP protocol
- 3. Curriculum Vitae of security guards with the following information:
 - a. Resume/Bio Data with recent photo
 - b. Diploma or school credentials.
 - c. Appropriate and relevant security training, licenses, and exams.
 - d. Previous work experiences.
 - 4. Undertaking to pay their security guards and other private security personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

VI. RESPONSIBILITIES OF PCC

The following shall be the responsibilities of the PCC:

- A. Shall grant the Security Agency's authorized representative/s limited access to the to the PCC's premises to allow the former to perform its duties and responsibilities; provided, however, that such representative/s is/are accompanied by assigned GSD personnel.
- B. Shall provide relevant documents needed by the Security Agency.
- C. Shall pay the winning bidder in accordance with the conditions set forth in Section VIII hereof.

VII. CONFIDENTIALITY CLAUSE

- A. All information, data and documents concerning the business and affairs of the PCC which are classified as confidential shall be treated with extreme secrecy by the Security Agency, Officers/Guards; and shall not be communicated or disclosed to any person or entity without prior written clearance from the PCC.
- B. If the event that the Security Agency fails to comply with this Confidentiality Clause, the PCC shall have the option to apply pertinent provisions of R.A. 5487 and other applicable charges without prejudice to the filing of criminal charges.
- C. In the event that the disclosure of confidential information and on documents is made by the Security Agency to any person or entity after the termination of this contract

with the PCC, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.

- D. The PCC may require the Security Agency or any of its security guards to enter into a Non-disclosure Agreement that shall further specify the confidentiality obligations of the Security Agency or any of its security guards.

VIII. PAYMENT SCHEME

The PCC will pay the Contractor within fifteen (15) days upon receipt of the billing statement supported by a Certificate of Satisfactory Service Rendered and actual duty rendered by the guard.

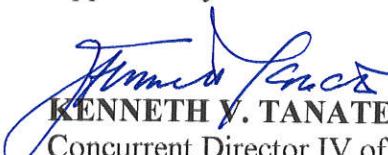
IX. LIQUIDATED DAMAGES

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

X. DISPUTE RESOLUTION

- A. Should there be any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Quezon City.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

Approved by:


KENNETH V. TANATE, PhD
Concurrent Director IV of AO
and Executive Director

PRICE SCHEDULE FORM
For the Provision of Security Services for the Philippine Competition Commission
(March 2019- December 2019)

COST DISTRIBUTION PER MONTH		
PARTICULARS	Monday to Sunday	
No. of Days per Year	7 days a week 12 hours work / day (7 AM to 7 PM)	
New Daily Wage in accordance with existing regulation (wage order)		
COLA per day		
Schedule 1: Amount Paid Directly to Security Guards	Day Shift	Night Shift
1.1 Average pay per month = (DW x no. of days per year / 12)		
1.2 Night Differential Pay (Ave. Pay / month x 10%)		
1.3 13 th Month Pay (DW x 365/12/12)		
1.4 5 Days Incentive Leave Pay (DW + COLA x 5/12)		
1.5 Uniform Allowance (R.A. 5487)		
1.6 COLA		
1.7 Overtime Pay		
SUB-TOTAL (Total Amount to Guard in Php)		
Schedule 2: Amount Paid to Government		
2.1 Retirement Benefit (R.A. 7641) (DW x 22.5 /12)		
2.2 SSS Premium		
2.3 PhilHealth Contribution		
2.4 State Insurance Fund		
2.5 Pag-IBIG Fund (R.A. 7742)		
SUB-TOTAL (Total Amount Directly to Govt in Favor of Guard in Php)		
TOTAL AMOUNT TO GUARD AND GOVERNMENT (in Php)		
Schedule 3: Agency Fee		
3.1 Administrative and Overhead Margin (not less than 20%)		
3.2 Supplies and Equipment such as but not limited to:		
3.2 Supplies and Equipment preferably to include the ff:		
3.2.a. Baton		
3.2.b. Flashlight		
3.2.c. Cellular Phone with monthly load		
3.2.d. First Aide Kit		
3.2.e. Uniform of Security Guards on duty including boots and hand cuff		
3.2.f. Digital Camera		
4.1 VAT RMC 39-2007 (Agency Fee x 12%)		
GRAND TOTAL PER GUARD		

SUMMARY OF BID			
		No. of Guards	Total Monthly Rate
Rate per Guard	Day Shift		
	Night Shift		
Grand Total Bid in Words and in Figure			
			Php

Submitted by:

Bidder / Authorized Representative