#### CONTRACT FOR SECURITY SERVICES

CS-04-2021-09(A) dated April 23, 2021

#### KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

PROFESSIONAL REGULATION COMMISSION (PRC), herein refers to as COMMISSION, an agency of the National Government, with principal office address at P. Paredes St., Sampaloc, Manila, and herein represented by its Chairman, HON. TEOFILO S. PILANDO, JR.;

- and -

ABC-RMO SECURITY & INVESTIGATION AGENCY, INC. (ABC-RMO), a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at 3877 Gen. Macabulos cor. Evangelista Streets, Barangay Bangkal, Makati City, and herein represented by its General Manager, COL. JAIME J. JUADINES (Ret.)

#### WITNESSETH THAT:

WHEREAS, the Bids and Awards Committee (BAC) invited Bids for the Provision of Security Services in Central and NCR Office for CY 2021, and has accepted the Bid of ABC-RMO for the provision of security services in the sum of EIGHT MILLION FOUR HUNDRED ONE THOUSAND TWENTY PESOS AND ELEVEN CENTAVOS (Php8,401,020.11), (hereinafter called "the Contract Price").

WHEREAS, upon the evaluation and recommendation of the Bids and Awards Committee, ABC-RMO was declared to be the Single Calculated and Responsive Bidder for the project Provision of Security Services in Central and NCR Office for CY 2021, and was approved by the Commission.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein provided, as well as the terms and conditions hereof, the Parties hereto have agreed as follows:

#### ARTICLE I SCOPE OF RESPONSIBILITY

 ABC-RMO shall provide and make available to the COMMISSION the required number of qualified, trained, licensed, bonded, armed, and uniformed security guards and security officers to maintain for the COMMISSION's Central Office and NCR Office, as mentioned in Annexes "B



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Page 1 of 10
CONTRACT
Provision of Security Services in Central and NCR Office for CY 2021

- & C" hereof, the safeguarding and protection of its properties from theft, robbery, arson, destruction or damage, as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through strict and faithful enforcement and implementation of security plans, policies, rules and regulations on security and safety.
- ABC-RMO shall provide security services for the COMMISSION on a twentyfour (24)-hour daily basis, divided into three (3) shifts of eight (8) hours per shift, unless otherwise approved by the Commission in meritorious cases, but which shall not exceed two calendar days.
- ABC-RMO shall adhere to the Schedule of Requirement (Annex "B") and Technical Specifications (Annex "C") of the bidding document, which forms part of this contract, to assure that the requirements hereof are complied with.
- 4. ABC-RMO shall be liable and answerable to the COMMISSION for damages or losses within its premises and for such actions which directly prejudice the integrity, efficiency and effectiveness of the Commission, its operations, and its officials and employees, caused by or due to the negligence of and/or misdemeanor of the ABC-RMO's personnel, but not for any loss due to any fortuitous event, force majeure or causes beyond the control of the security personnel.
- 5. ABC-RMO's security guards and security officers shall perform security, and whenever necessary, investigation and escort services, subject to the terms and conditions stipulated herein, and provided that in the event additional guards may be needed, a supplemental Contract shall be executed subject to the availability of funds.
- There shall be no employer-employee relationship between the COMMISSION and the ABC-RMO. It is expressly understood and agreed that the security guards and security officers under this Contract shall, in no case, be considered as employees of the COMMISSION but shall remain as employees of the ABC-RMO.
- 7. ABC-RMO further warrants that the COMMISSION shall, in no case, be held answerable, accountable nor responsible for any accident, injury or death which may be suffered by any of its security guards in the course of the performance of their duties.
- 8. **ABC-RMO** shall assign three (3) Security Officers/Shift-in-Charge who shall exercise the following functions:
  - Supervise and direct security services;
  - Regularly inspect and monitor the performance of security guards on duty;
  - c. Liaise between the ABC-RMO and the COMMISSION:
  - d. Perform investigation and other related duties:
  - e. Technical assistance in operating the CCTV systems;
  - f. Perform administrative functions including report preparation, verification of Daily Time Records, preparation of duty/shift schedules, etc.; and
  - g. Submit Weekly and Monthly Incident Reports to the Office of the



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Assistant Commissioner and other reports as may be required from time to time by the said Office.

#### ARTICLE II DEPLOYMENT, SUPERVISION AND ADMINISTRATION

- 9. ABC-RMO shall deploy eighteen (18) security guards, and three (3) security officers on a shifting basis in the PRC Office in Morayta, Manila, and six (6) security guards for PRC Service Centers, and eleven (11) security guards and three (3) security officers on a shifting basis on weekends and holidays.
- 10. ABC-RMO shall make available at all times relievers and/or replacements to ensure continuous and uninterrupted service in case of absences. Relievers and replacements shall be qualified and carefully selected.
- 11. ABC-RMO hereby warrants that all its personnel are properly screened and declared physically and mentally fit before deployment to the COMMISSION as provided in the Technical Specifications of the bidding document (Annex C).
- ABC-RMO shall submit a Monthly Detail Schedule of security guards subject to the approval of the Office of the Assistant Commissioner.
- 13. ABC-RMO shall provide adequate and responsible supervision over its personnel and assume full responsibility for the proper and efficient performance of their duties. ABC-RMO shall designate a security officer who shall be responsible for the overall management and coordination of work to be performed as per contract provisions and shall act as the central point of contact with the COMMISSION. The security officer shall have full authority to act for and in behalf of ABC-RMO while on duty.
- 14. ABC-RMO shall require its security guards to wear the prescribed uniform while on duty, and polo barong or bush jacket for the security officers.
- 15.ABC-RMO shall rotate or reassign the services of security guards during special activities and emergency situations, or as deemed necessary by the COMMISSION, upon request of the latter without additional compensation.
- 16. As employer, ABC-RMO shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel. Provided, however, that the COMMISSION may seek immediate replacement or transfer upon determination that the continuous presence of ABC-RMO's personnel is "detrimental" to the COMMISSION.
- 17. ABC-RMO's security guards and security officers shall be under the supervision of the Office of the Assistant Commissioner, and shall be assisted by the Chief, Administrative Division, and the Head, General Services Section. Daily inspection of work shall be made by the Chief, Administrative Division, or the Chief, General Services Section, who shall have the responsibility to inform the Security Officer of any action which directly prejudices the integrity, efficiency, and effectiveness of the COMMISSION, its operations, and its officials and employees. However, this excludes the negligence and/or misdemeanor of the ABC-RMO's personnel for any loss due to any fortuitous event, force majeure or causes beyond the control of the security personnel.





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- 18. ABC-RMO's security guards found to be under the influence of alcohol and/or prohibited drugs shall be immediately replaced from his post, and the COMMISSION shall deduct the cost of maintaining the post.
- 19. ABC-RMO shall give a written notice to the COMMISSION through the Chief/OIC, General Services Division, whenever any of the security guards is to be removed or replaced. Provided that, the replaced security guard shall receive the salary of at least the minimum wage effective at the time he assumed his post.
- 20. ABC-RMO shall, upon request of the COMMISSION, replace one (1) Security Officer or Shift-in-Charge and one third (1/3) of the security guards to avoid fraternization with its officials and employees and the transacting public, and shall ensure that the replacements have the same qualifications.
- 21.ABC-RMO shall require its personnel to use the bundy clocks in order to properly maintain a record of attendance, and to use the Watchman's Clock for night shift duty.
- 22. ABC-RMO shall ensure that no personnel is assigned to, or interfere with, the official activities of the COMMISSION relating to processing of applications for examinations, conduct of examinations, rating, issuance of professional license/ID, certifications, and other similar activities.
- 23. The COMMISSION reserves the right to demand replacement of any security guard at any time for any reason. Such replacement shall be effected within twenty-four (24) hours from receipt of request.
- 24. The COMMISSION shall have the right to select, change or refuse any security guard assigned by the ABC-RMO at any point in time. The ABC-RMO shall ensure that its security guards are qualified and able to meet the security requirements of the COMMISSION. The ABC-RMO shall assume full responsibility for screening and deployment of its security guards. The ABC-RMO shall provide the COMMISSION with copies of the 201 files of security guards assigned with the COMMISSION.
- 25. Concerns and complaints referred by the **COMMISSION** to the **ABC-RMO** shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the former.
- 26. ABC-RMO, as employer, shall exercise the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel; and to assign, rotate or reassign security guards, subject to the approval of a Duty Detail/Schedule by the COMMISSION. Provided however, that no security guard already assigned in the COMMISSION shall be removed, changed or transferred to any place of assignment, without just cause, and with the concurrence of the COMMISSION.
- 27.ABC-RMO shall give prior notice to the COMMISSION of any personnel replacement and secure its approval prior to actual deployment. The ABC-RMO shall not withdraw or replace any security guard involved in any violation of this contract or COMMISSION policies and rules and regulations until after proper investigation has been made by COMMISSION.





28. The **COMMISSION** reserves the right to increase or decrease the number of security guards as the necessity arises. **ABC-RMO** shall correspondingly comply within twenty-four (24) hours upon receipt of a written notice.

# ARTICLE III SALARIES AND BENEFITS OF SECURITY GUARDS AND SECURITY OFFICERS

- 29. ABC-RMO, as the employer, warrants that it is fully knowledgeable of the pertinent provisions of the Labor Code pertaining to the minimum wage and the provisions of the SAGSD-PADPAO current Wage Order to ensure the adequacy of the compensations of its guards.
- 30. ABC-RMO shall pay each of the security guards and security officers the monthly salaries and other fringe benefits in accordance with the Labor Code of the Philippines, pertinent laws, decrees, and other existing issuances governing private employment. As such, ABC-RMO hereby warrants faithful compliance with all the laws, rules and regulations pertaining to employment in the private sector, which are now existing or may hereafter be enacted, including but not limited to the minimum wage, social security, compensation and medical requirements.

# ARTICLE IV CONTRACT RATE AND TERMS OF PAYMENT

- 31. ABC-RMO shall charge the COMMISSION the SAGSD-PADPAO monthly rates (for eight hours of work per day) as prescribed according to the Security Guards' area of assignment which shall include salaries/wages, incentive pays and allowances, social security, PhilHealth and Pag-IBIG premiums, and all other legally mandated benefits, VAT and taxes.
- 32. ABC-RMO warrants to the COMMISSION that the rates herein provided are in accordance with, and pursuant to, the DOLE rate of 20%.
- 33. **ABC-RMO** shall bill the **COMMISSION** 50% of the amount on the 15<sup>th</sup> day of the month and the other 50%, on the 30<sup>th</sup> day of the month, and the payment thereof shall be made not later than ten (10) working days upon receipt of the bill and the required documentary requirements by the **COMMISSION**.
- 34.ABC-RMO shall pay the salaries and allowances of its Security Guards on a semi-monthly basis during the term of this Contract.
- 35. The **COMMISSION** shall pay **ABC-RMO** the corresponding service fee as indicated in the Official Bid Form and Price schedule submitted by **ABC-RMO** (Annex "A"), which shall be an integral part of this contract. Overtime services, as approved by the **COMMISSION**, shall be paid at rates in accordance with the labor and compensation laws.
- 36. ABC-RMO shall furnish the COMMISSION with proof of receipt that it has paid its personnel assigned in accordance with labor laws. ABC-RMO shall submit duly notarized monthly report of payment/remittance of SSS, PhilHealth, Pag-IBIG, and other lawful benefits. The monthly report should be





submitted to the General Services Division, and furnished the office of the BAC Secretariat.

37. Claims for payments by shall be supported by the following documents that will be attached to the monthly claims for payment:

37.1 37.2 37.3	Statement of Account; Service Invoice/Summary of Billing; Approved copy of Monthly Detail Schedule;
37.4	Approved Daily Time Record (DTR);
37.5	Approved Summary Report of DTR;
37.6	Notarized Sworn Statement of the representative of Security Agency to transact in behalf of the company;
37.7	Duly Notarized Quarterly reports of remittances;
37.8	Monthly certification and copies of detailed pay slip by
	ABC-RMO that the security officers and security
	guards who have rendered services in the COMMISSION were paid in accordance with the
	provisions of the Minimum Wage Law, the New Labor Code, SAGSD-PADPAO rates and other pertinent laws.

- 38. ABC-RMO grants the COMMISSION authority to deduct the proportional amount from the former's fees, in cases of the tardiness and absences of its personnel.
- 39. ABC-RMO may seek adjustment of salaries in writing, subject to the approval of the COMMISSION, in case of increase of wage rate due to enactment of new laws.
- 40. Should there be any complaint from the ABC-RMO's personnel regarding any delay of salary, non-payment of overtime and holiday pays, non-remittances of government dues, the COMMISSION may require the former to explain in writing the reason/s of the delay and the COMMISSION may demand from ABC-RMO documents evidencing payment of salaries, overtime and holiday pays and remittance of government dues as a pre-requisite to the payment of service fees.
- 41. The COMMISSION may demand from ABC-RMO copies of its payrolls, SSS, Pag-IBIG remittances and other documents from time to time to ensure strict compliance by ABC-RMO with labor and related laws and its implementing rules and regulations. Failure of ABC-RMO to fulfill this obligation will cause the termination of this Contract.
- 42. ABC-RMO hereby assumes full responsibility for its compliance with all labor laws and regulations applicable under this Contract and for liability or claim, personal or otherwise, including that arising from death due to ABC-RMO's personnel or third parties by reason of negligence, indifference, disobedience, arbitrary conduct, or any act attributable to its personnel.
- 43. ABC-RMO shall assume full responsibility on any claim for any compensation on injuries from accidents of the security guards or security officers assigned to the COMMISSION in connection with the performance of their duties and shall free the COMMISSION from any suit in connection therewith.





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44. The last payment for services under this contract shall be subject to clearance from the **COMMISSION** Chairman.

#### ARTICLE V CONTRACT DURATION

- 45. The term of this Contract shall be for the Calendar Year of 2021, commencing from the date indicated in the Notice to Proceed, or upon proper turnover has been done by the outgoing security service provider.
- 46. The Contract shall be extended on a month-to month basis for the maximum period of one (1) year, in the absence of any notice of termination issued by the COMMISSION prior to the date of the expiration of this contract. Provided that the Performance Bond shall have been posted/updated during the extension period. The contract extension, herein referred to, shall be made in accordance with existing laws and rules issued by the Government Procurement Policy Board (GPPB).
- 47. The COMMISSION, after due verification of relevant facts, may cancel or terminate this contract should there be any violation by ABC-RMO and/or any of its personnel of any or some of the terms and conditions of the contract, including but not limited to the following; any act of fixing, follow-up, facilitation, representation, and other illegal act relating to the conduct of examinations, legal/administrative proceedings, issuance of professional license/ID, certifications and other similar activities; violation of the COMMISSION's security policies, rules and regulations; violation of labor and social security laws and regulations; upon thirty (30) day written notice by the COMMISSION to ABC-RMO. Provided that, ABC-RMO shall not withdraw its personnel without the proper turnover to an incoming security provider. Violation of which shall cause the blacklisting of ABC-RMO from its future participation in the bidding for security services with the COMMISSION.
- 48. The **COMMISSION** reserves the right to terminate the contract after thirty (30) calendar days written notice to **ABC-RMO**, after due verification of facts that the latter is not providing satisfactory services, or not complying with the terms and conditions of the contract.
- 49. During the effectivity of this Contract, either Party may request for modification of any of its provisions, or of the inclusion of other conditions or terms which may be warranted by the prevailing circumstances and deemed necessary and expedient for the formation of their mutual interest. Any modification agreed upon shall be reduced into writing and shall form an integral part of this Contract as an addendum hereof.
- 50. During the implementation of the Contract, in the event of change of location or transfer of Closed-Circuit Television (CCTV) a minimal cost shall be charge to the COMMISSION.
- 51. This Contract of Service shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.



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#### ARTICLE VI PERFORMANCE BOND

52. ABC-RMO shall post a performance and surety bond to answer faithful compliance with this Contract and to answer for any and all losses, claims, liabilities or damage which may be incurred by the COMMISSION by reason of the former's failure to perform its obligations under this Contract.

#### ARTICLE VII LIQUIDATED DAMAGES

53. The applicable rate for which ABC-RMO shall be answerable is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten (10%) of the amount of the contract, the COMMISSION may rescind the contract, without prejudice to other courses of action and remedies available to it.

#### ARTICLE VIII MISCELLANEOUS PROVISIONS

- 54.ABC-RMO's personnel shall adhere to all security policies and rules and regulations of the COMMISSION.
- 55. ABC-RMO shall be responsible for instructing its employees on basic safety measures considered appropriate in public transaction areas, such as lobbies.
- 56. ABC-RMO's personnel shall submit to any search by the COMMISSION duly authorized officials and organic security officers, whenever deemed necessary.
- 57. ABC-RMO shall ensure that all articles found, monetary or otherwise, are to be turned over to the COMMISSION.
- 58. The following documents, herein attached as Annexes, shall be deemed to be an integral part of this Contract, to wit:
  - a. The Bid Form and the Price Schedule submitted by ABC-RMO;
  - b. Schedule of Requirements acknowledged by ABC-RMO;
  - Technical Specifications acknowledged by ABC-RMO;
  - d. The General Conditions of Contract acknowledged by ABC-RMO:
  - e. The Special Conditions of Contract acknowledged by ABC-RMO:
  - f. COMMISSION's Notification of Award:
  - g. The Affidavit of Undertaking executed by ABC-RMO;
  - h. Secretary's Certificate.



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# PROFESSIONAL REGULATION COMMISSION

ABC-RMO SECURITY & INVESTIGATION AGENCY, INC.

By:

By:

TEOFILO S. PILANDO, JR.

Chairman

ر... نا COL. JAIME J. JUADINES (Ret.)

SIGNED IN THE PRESENCE OF:

EDGAR ALLAN A. ROCHA OIC, General Services Division

MARIA SUCCORO C. RAMOS Marketing Officer

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:

RASETES E. RAZONABE OIC, Accounting Division

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES ) CITYOFMANILA PASIG CTY ) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this MAY 0 3 day of , 2021, personally appeared:

<u>Name</u>	Proof of Identity	Date & Place Issued or ID Number
TEOFILO S. PILANDO, JR.	Personnel ID	P000569
JAIME J. JUADINES	Passport	EB9215042

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and likewise that of the agency/company they represent.

This instrument refers to a Contract for the Provision of Security Services in Central and NCR Office for CY 2021 consisting of ten (10) pages including the page on which this Acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Doc. No. Page No. \_ Book No. \_

Series of 2021

PHILEMON ROMUALDO S. SUYOSA, III

Roll No. 74304

Notary Public Appointment No. 43 (2021 - 2022) Commission Until December 31, 2022 PTR No. 7204806 / January 5, 2021 / Pasig City No. 144064 / January 5, 2021 / Rizal Chapter MCLE Exempt (Admitted to the Bar in 2020) Suite 1910, 19th Floor, Antel Global Corporate Center. No. 3 Julia Vargas Ave., Ortigas Center Pasig City, Metro Manila







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RICHARD M. ARANIEGO Provisional Member, IT Projects

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CHRISTOPHER A. MAYO Member

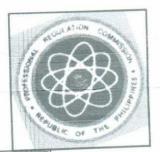
ELIEZER C. LEYCO Member

LIEZEL F. BURAGA Member

JOEL P. IGNACIO Member

# **Bids and Awards Committee**

Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Facsimile: 5 310-0037 / email: bac@prc.gov.ph



# OFFICIAL BID FORM FINANCIAL

Date: January 08, 2021
Invitation to Bid No: 2021-02

# To: PROFESSIONAL REGULATION COMMISSION

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers 1 and 2, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021 WITH AN APPROVED BUDGET FOR THE CONTRACT OF EIGHT MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED TWO PESOS (PHP8,789,692.00).

In conformity with the said PBDs for the sum of Total Bid Price:

TOTAL BID PRICE for the Project (Inclusive of all taxes and bank charges):

2 8,401,020.11

EIGHT MILLION FOUR HUNDRED ONE THOUSAND TWENTY PESOS

AND 11 100 DALY

(In Words)

If our Bid is accepted, we undertake:

MARKE THIS OFFICER

To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

To provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

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.

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:

Page 1
FINANCIAL BID FORM
PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021
MARIA SUCCIORO C. SAMOS

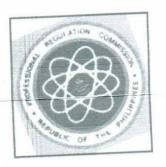
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Republic of the Philippines

Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5 310-0037 / email: bac@prc.gov.ph



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RICHARD M. ARANIEGO Provisional Member, IT Projects

SECRETARIAT:

KAREN M. MAGSALIN Secretary

YVETTE V. PEREZ Member

MARGIERY D. DULIN Member

MARIA ENRICA D. JUBAY Member

CHRISTOPHER A. MAYO Member

ELIEZER C. LEYCO Member

LIEZEL F. BURAGA Member

JOEL P. IGNACIO Member Name and address of agent

Amount and Currency Purpose of Commission or gratuity NoNE

NONE

MONE

(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 ACCURATION AGENCY INC. as evidenced by the attached SECRETARY S CONTIFICATE.

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.

Nar	ne: JAIME J. JUADINES
Leg	al capacity: GENERAL MANAGER
Sign	nature: GENERAL MANAGER
Dul	authorized to sign the Bid for and behalf of: ABC-RMO (PECURITY - INVESTIGATION AGENCY INC
Date	: JANUARY 08, 2021

PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021

MARIA SUCCORO C. PAMOS MARKETING OFFICER 3 28



Republic of the Philippines Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5-310-0037 / email: bac@prc.gov.ph



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LIEZEL F. BURAGA

JOEL P. IGNACIO Member

# Section VI. Schedule of Requirements

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

Item no.	Description	Total Quantity	Schedule of Requirements
1	The Security Agency shall provide:		Upon issuance of Notice to Proceed
	For Central/ NCR Office		
	a) Security Officer (SO) or Shift-In-Charge (SIC)	3 SO	
	b) Security Guards (SG)	18 SG	
	For PRC Service Centers		
	Philippines International Convention     Center	2 SG	
	2. Robinsons Place Manila	1 SG	
	3. Robinsons Place Novaliches	1 SG	
	4. Robinsons Place Las Piñas	1 SG	
	5. Robinsons Place Galeria	1 SG	
	Total:	27 SG	
2	Bidder shall submit the names of three (3) SO/ SIC and twenty four (24) SGs, and the names of four (4) alternatives/relievers together with their Personal Data Sheet (PDS) and	30 personnel	During Post Qualification
3	certificate of training		
	The Security Agency shall ensure, on equipment necessary for the performance under the contract, including the following:  For Central/ NCR Office		
	3.1 Firearms (.38 caliber revolver, 9mm pistol and/ or 12-gauge shotguns) with one basic load, at the rate of one (1) unit per security guard on duty or as determined by the peace and order, and security conditions in the area of responsibility, if on duty;	One (1) unit per SG on duty	
	3.2 Cellular phone for security communications for the supervisor if on duty;	One (1) unit for the SO/ SIC on duty	Upon issuance of Notice to Proceed
	3.3 Base Radio on station;	One (1) unit	
	3.4 Handheld ICOM/VHF HH Radio with battery chargers and packs for each SO/SIC/SG on duty;	One (1) unit for each SO/SIC/SG on duty	
	3.5 Metal detectors for main entrance;	Two (2) units per shift	
	3.6 Digital camera on station;	One (1) unit	
	3.7 Visitors logbook on the station;	2.75 (1) 61110	
	3.8 Raincoat for SO/SIC/SG use;	One (1) piece per SO/SIC/SG	

Page 1 of 3
SCHEDULE OF REQUIREMENTS
PROVISION OF SECURITY SERVICES IN CENTRAL AND NOR OFFICE FOR A 2021

MARIA SUCCORD

AMOS MARKETING OFFICER





Republic of the Philippines

Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5-310-0037 / email: bac@prc.gov.ph



#### REGULAR MEMBERS:

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HENRIETTA P. NARVAEZ

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RICHARD M. ARANIEGO Provisional Member, IT Projects

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CHRISTOPHER A. MAYO Member

ELIEZER C. LEYCO Member

LIEZEL F. BURAGA Member

JOEL P. IGNACIO Member

			ALL CONTROL OF THE PARTY OF THE
	3.9 Teargas for SO/SIC/SG use;	One (1) piece per SO/SIC/SG on duty	
	3.10 Heavy duty flashlight, 4900 lumens for SO/SIC/SG use;	One (1) unit per SO/SIC/SG on duty	
	3.11 Rechargeable emergency lamps on stations;	Two (2) units	
	3.12 First aid kit for SO/SIC/SG use;	One (1) set of kit per SO/SIC/SG on duty	
	3.13 Nightstick for SO/SIC/SG use;	One (1) piece per SO/SIC/SG on duty	
	3.14 electronic watchman's clock/ Metal Guard Tour Terminal or its equivalent with 25 station keys;	One (1) lot	
	For PRC Service Centers		
	3.15 Logbook on the station;		
	3.16 Nightstick and Teargas;	1 set subject to the security policy of the Lessor	Upon issuance of notice to proceed
	3.17 First aid kit	One (1) set on station	
4	The Security Agency shall likewise provide, on its account the following services and equipment (for P. Paredes premises only):  4.1 Closed-Circuit television (CCTV) System with forty eight (48) units of high resolution, 1280*720 720P.01 lux up to 20m DC 12V 300 ma Turbo HD TVI camera 720P 2.8mm board Lens true day/ night smart IR IP66 (Equivalent to 1 Megapixel);	Forty-eight (48) units CCTV cameras	
	4.2 Twelve (12) units 24-inch and Three (3) units 48-inch computer-based wall mounted LED TV monitors with Resolution of not less than 1920 x 1080;	Twelve (12) units for 24-inch monitors and three (3) units for 48-inch monitors	Two (2) weeks from Issuance of
	4.3 Three (3) units DVR recorders with 5TB storage capacity;	Three (3) units DVR recorders	Notice to Proceed
	Specifications: One (1) DVR per 16-channels; 16 channel H.264 2 SATA 110/220V VGA, HDMI 1920x1080 (Full HD 1080P) WD1, 720P real time, 1080P non real time Manual, Motion, Sensor, Schedule USB, Network audio input/ output: RCA 1ch in 1ch out;		
	4.4 External Hard drive, 2TB per DVR, for back-up storage of footages with incident report.	Six (6) units 1TB external hard drive	
	4.5 IP Camera must be of the following specifications: 2 megapixel progressive		



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OMAIMAH E. GANDAMRA Vice-Chairperson

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MARIA LIZA M. HERNANDEZ Vice-Chairperson

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HENRIETTA P. NARVAEZ

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Provisional Member, Non-IT Projects

RICHARD M. ARANIEGO Provisional Member, IT Projects

SECRETARIAT:

KAREN M. MAGSALIN Secretary

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	scan CMOS, 1920x1080, auto/ manual gain control, H.264/ H.264B/ H.264H/ MPEG, 1080P resolution, 3D noise reduction, RJ-45, IPv4/ IPv6, ONVIF, PSIA, CGI, DC12, PoE(802.3af), max 20 users, support smartphones;		
	4.6 To monitor the premises of the PRC, the main control center will be located in the General Services Division's Office and five (5) satellite channels shall also be installed in the PRC guard house, Office of Assistant Commissioner, Offices of the Commissioners and at the Chairman's Office.		
	All of which are to be used during the daily operation of the Commission. The Bidder shall also provide technical assistance and training of PRC personnel who will operate the same.		
5	Canine (k-9) service as security situation requires, or as required by the Commission.	One (1) K-9 unit	As the need arises

ACKNOWLEDGMENT AND COMPLIANCE
WITH THE TERMS OF REFERENCE FOR THE
PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR
CY 2021

JAIME J JUADINES / GENERAL MANAGER ABC-RMD SEWRITY & INVESTIGATION AGENCY INC.

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

Page 3 of 3
SCHEDULE OF REQUIREMENTS
PROVISION OF SECURITY SERVICES IN CENTRAL AND NOR OFFICE FOR CX 105

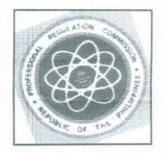
MARIA SUCCURO
MARKETING OFFICER

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Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5-310-0037 / email: bac@prc.gov.ph



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OMAIMAH E. GANDAMRA Vice-Chairperson

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# Section VII. Technical Specifications

Item no.	THE SERVICE REQUIREMENT		
1	The security service requirement of the Professional Regulation Commission (PRC) shall be for the purpose of maintaining the law and order within its premises at P. Paredes Street, Sampaloc, Manila and selected PRC Service Centers in Metro Manila (PICC, Manila, Novaliches, Las Pinas and Ortigas).		
	The security service requirement is needed for the protection and guarding of its properties from theft, robbery, arson, destruction or damage as well as protection of its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to the maintenance of security and safety.		
2	The security service provider shall provide and enforce a detailed security plan for clearing of unauthorized vendors, illegal terminals of public utility vehicles (PUVs) and other nuisances within the Commission's parking areas entrance, front gate and perimeter fence of PRC Central.		
3	The security service provider shall provide the Commission with qualified and trained Security Guards and Security Officers to, at all times, maintain security and safeguard the buildings, offices and properties within the premises of the PRC Central Office, as well as to provide protection for its officials, employees, visitors, guest and transacting public.		
4	The Security Agency shall ensure, on its account, all equipment necessary for the performance of its obligation under the contract, including but no limited to the following:  4.1 Firearms (.38 cal. Revolver, 9mm handgun and/or 12-gauge shotgun with one basic load, at the rate of one (1) unit per security guard on duty or as determined by the peace and order and security condition in the area of assignment, if on duty;		
	<ul> <li>4.2 One (1) unit of cellular phone for security communications to the Security officer/ Shift-In-Charge on duty;</li> <li>4.3 One (1) unit Base Radio in the Central Office and One (1) unit Handheld ICOM/ VHF HH Radio for each security guard on duty;</li> </ul>		
	4.4 Two (2) units of metal detectors for each shift on duty;  4.5 One (1) unit of digital camera on station;  4.6 Adequate quantities of Visitor's Logbook on station;  4.7 One (1)set of raincoat per security guard on duty;		
	<ul> <li>4.8 One (1) piece of Tear gas per security guard on duty;</li> <li>4.9 One (1) unit of Heavy duty flashlight 49000 lumens per security guard or duty;</li> <li>4.10 One (1) set of sandbox and safety vault;</li> </ul>		
	4.11 two (2) units of rechargeable emergency lamps on the station; 4.12 One (1) set/ kit of first aid kit for each security guard on duty; 4.13 One (1) piece night stick per security guard on duty; and 4.14 One (1) lot electronic watchman's clock/ Metal Guard Tour Terminal or its equivalent with 25 station keys.		
5	The Security Agency shall likewise provide, on its account the following services and equipment:  5.1 Circuit television (CCTV) System with forty eight (48) units of high resolution, 1280*720 720P.01 lux up to 20m DC 12V 300 ma Turbo HD TVI camera 720P 2.8mm board Lens true day/ night smart IR IP66;		

Page 1
TECHNICAL SPECIFICATIONS
PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 202







Republic of the Philippines

Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5-310-0037 / email: bac@prc.gov.ph



#### REGULAR MEMBERS:

ARISTOGERSON T. GESMUNDO Chairman

OMAIMAH E. GANDAMRA Vice-Chairperson

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JOEL P. IGNACIO Member

(Equivalent to 1 Megapixel);

5.2 Fifteen (15) units 24-inch and Three (3) units 48-inch computer-based wall mounted LED TV monitors with Resolution of not less than 1920 x 1080;

5.3 Three (3) units DVR recorders with 5TB storage capacity;

- One (1) DVR per 16-channels;

- 16 channel H.264 2 SATA 110/220V VGA, HDMI 1920x1080 (Full HD 1080P) WD1, 720P real time, 1080P non real time Manual, Motion, Sensor, Schedule USB, Network audio input/ output: RCA 1ch in 1ch out;

- Two units of (1TB) External Hard drive as back up storage per DVR recorders

5.4 To monitor the premises of the PRC, the main control center will be located in the General Services Division's Office and five (5) satellite channels shall also be installed in the PRC guard house, Office of Assistant Commissioner, Offices of the Commissioners and at the Chairman's Office;

All of which are to be used during the daily operation of the Commission. The Bidder shall also provide technical assistance and training of PRC personnel who will operate the same;

Training and information materials for Commission officials and employees on safety, security and incident/ crisis management;

5.6 Twenty-four (24) hour monitoring and daily inspection of detachment in the PRC Central Office;

5.7 One Canine (k-9) service at PRC Central Office, as security situation requires, or as required by the Commission.

The Security Agency shall be liable and answerable to the commission for damages or losses within its premises and for such actions which directly prejudice the integrity, efficiency and effectiveness of the Commission, its operations, its officials and employees, caused by or due to negligence and/ or misdemeanor of the Security Agency and its personnel but not for any loss, damage or harm due to any fortuitous event, force majeure or causes beyond the control of the Security Agency personnel.

The services to be provided by the Security Agency for PRC Central shall be on a twenty-four (24) hours a day basis, divided into three (3) shifts or eight (8) hours per shift, unless otherwise approved by the Commission in meritorious cases, depending on the security situation. The Security Agency shall deploy eighteen (18) guards, three (3) security officers on a shifting basis per day.

For PRC Service Centers, the Security Agency shall deploy one (1) guard, on an eight (8) hours day shift, from Monday to Friday only, unless otherwise approved by the Commission in meritorious cases, depending on the security situation

The Monthly Detail Schedule with respect to the deployment of guards shall be subject to the approval by the Commission.

QUALIFICATION OF SECURITY GUARDS

The Security Service provider shall provide for Twenty (23) Security Guards with Three (3) Security Officer (SO) and four (4) alternatives/ relievers to be deployed in accordance with the Schedule of Requirements in Section VI hereof:

The Security Officers/ Guards shall perform security, and whenever necessary, investigation and security services, subject to the terms and conditions stipulated herein, and provided that in the event additional guards may be needed, a supplemental contract shall be executed, subject to the availability of funds;

> PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021
>
> MARIA SUCCOROLE. MARKETING OFFICER



Republic of the Philippines
Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Facsimile: 5-310-0037 / email: bac@prc.gov.ph



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JOEL P. IGNACIO Member The Security Officers/ Guards to be deployed by the Security Agency shall have the following qualifications and requirements:

3.1 College education and experience of at least three (3) years in the case of Security Officers or Shift-in-Charge and completion of at least high school and one year experience in the case of Security Guard;

3.2 NBI, Police, Barangay and other relevant clearance/s by local and national authorities;

3.3 PNP-SAGSD license;

3.4 Neuro-psychiatric, drug test and medical certificates within the last Three (3) months;

3.5 Sufficient background and training in customer relations, crowd control, bombs and explosives, disaster management, investigation, fire-fighting and safety, and other related competencies (guards must have attended the said trainings within the last six (6) months. Training certificates must be submitted on or prior to the deployment date);

3.6 Security guards must not be less than five feet and five inches (5'5") in height for male and five feet and two inches for female, not less than 22 years nor more than 40 years of age, and with waist line of not more than 35 inches;

3.7 Orientation on PRC functions, policies, operations, security regulation, and will be subject to screening g by the Commission prior to actual deployment;

3.8 The Security Officer must either be a Certified Security Management Specialist, Certified Security Professional or Certified Protection Professional.

SALARIES AND BENEFITS OF SECURITY GUARDS

Security Agency, as the principal employer, must warrant that it is fully knowledgeable of the pertinent provisions of the Labor Code as it pertains to minimum wage and provisions of the SAGSD-PADPAO current Wage Orders to ensure the adequacy of the compensation of tis guards;

The Security Agency shall pay each of the Security Guards the monthly salaries and other fringe benefits in accordance with the Labor Code of the Philippines and SAGSD-PADPAO rates, other pertinent laws, decrees, letter of instruction and other existing orders governing private security employment. The Security Agency shall submit duly notarized Monthly report of remittances (SSS, Phil Health and Pag-ibig) to the Commission in support of its claim for payout.

SUPERVISON AND ADMINISTRATION

There shall be no employer-employee relationship between the Commission and the Security Agency. It is expressly understood and agreed that the Security Officers/ Guards shall, in no case, be considered as employees of the Commission but shall remain as employees of the Security Agency. As such, The Security Agency shall warrant faithful compliance with all the laws, rules and regulations pertaining to employment in the private sector, which are now existing or may thereafter be enacted, including but not limited to the minimum wage, social security, compensation and medical requirements;

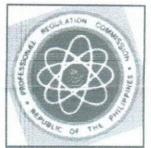
The Security Agency shall further warrant that the Commission shall in case, be held answerable, accountable or responsible for any accident, injury or death which may ne suffered by any of its security guards in the course of

Page 3
TECHNICAL SPECIFICATIONS
PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021

MARIA SUCCORO C. RAMOS MARKETING OFFICER



Republic of the Philippines Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5-310-0037 / email: bac@prc.gov.ph



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	performance of their duties as such.
3	The Security Agency shall assign three (3) Security Officers/ Shift-In-Charge who shall have at least 3-5 years' experience in security management in the Central Office who shall exercise the following:  3.1 Supervise and direct security services in the Central Office:  3.2 Regularly inspect and monitor performance of Security Guards on duty;  3.3 Liaise between Security Agency and the Commission;  3.4 Perform investigation and other related duties;  3.5 Technical assistance in operating the CCTV systems; and  3.6 Perform administrative function including report preparation, verification of Daily Time Records, preparation of duty/ shift schedules, etc.
4	The Security Agency shall replace one (1) Security Officer or Shift-In-Charge and one third (1/3) of the Security Guards every six (6) months to avoid fraternization with Commission officials, employees and the transacting public, and shall ensure that the replacements have same qualifications.
5	The Commission shall have the right to select, change or refuse any security guard assigned to it by the Security Agency. The Security Agency shall provide the Commission with copies of the 201 files of all security guards including the security officers complete with current and valid clearance from PNP, NBI and DOH accredited Medical Health Clinics for Drug Testing and Neuro-Psychiatric Clearance to be submitted on or prior to deployment.
6	The Security Agency as employer shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off terminate and/ or impose disciplinary measures; direct and control its personnel; and to assign, rotate or reassign security guards, subject to the approval of Duty Detail/ Schedule by the Commission or its authorized representative; provided, that no Security Guard already assigned in the Commission shall be removed, changed or transferred to any place of assignment without cause and sufficient notice to the Commission;
7	The Security Agency shall give prior notice to the Commission of any personnel movements and secure the concurrence of the Commission of such replacements prior to actual deployment. The Security Agency shall not withdraw or replace any security guard involved in any violation of the Commission's policies, rules and regulations or involved in any administrative case against the commission officials and/ or employees, until proper investigation and resolution of the case have been made by the Commission and other authorities concerned;
8	Concerns and complaints referred to by the Commission to the Security Agency shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the Commission;  The Security Agency shall not provide security service to private organizations or enterprises whose interest is in conflict or adverse to that of PRC such as but not limited to Review Center, Review Schools and the like;
9	The Security Agency shall likewise agree to perform its contractual obligations in coordination with the office of the Commission Chairman which shall exercise overall responsibility for the coordinated enforcement of security and incident/ crisis and emergency plans, policies, rules, and procedures;
10	The Security Agency shall require its Security Guards to wear prescribed uniform while on duty. The Security Officers or Shift-In-Charge must wear

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TECHNICAL SPECIFICATIONS
PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR THE PROVISION OF SECURITY SERVICES IN CONTRACT S

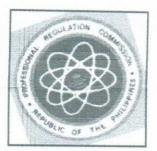
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ARJAY R. ROSALES Member

T. morna & HENRIETTA P. NARVAEZ Member

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2. 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.

3. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, postqualification 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) (ii).

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021

> TUADINES /GENERAL MANAGER JAIME J. ABC-RMD SEWRITY & ENVESTIGATION ACENCY INC.

SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE DESIGNATION AND PRINTED NAME OF COMPANY

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TECHNICAL SPECIFICATIONS
PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY/2021

MARIA SUCCORO
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MARKETING
OFFICER 1/2021 AMOS



Republic of the Philippines Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5 310-0037 / email: bac@prc.gov.ph



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OMAIMAH E. GANDAMRA Vice-Chairperson Wilm I. Chan

WILMA T. UNANA Member

CRISANTO L. DECENA Member

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### Section IV. General Conditions of Contract

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
  - 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.{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}

4 Inspection and Tests

> GENERAL CONDITIONS OF CONTRACT PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021 MARIA SUCCORO C. RAMOS MARKETING OFFICER



Republic of the Philippines Professional Regulation Commission P. Paredes St., Sampaloc, Metro Manila Facsimile: 5 310-0037 / email: bac@prc.gov.ph



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ARJAY R. ROSALES Member HENRIETTA PI NARVAEZ Member

PROVISIONALMEMBERS:

TEODORO K MENDOZA II Provisional Member, Non-IT Projects

RICHARD M. ARANIEGO Provisional Member, IT Projects

SECRETARIAT:

KAREN M. MAGSALIN Secretary

YVETTE V. PEREZ Member

MARGIERY D. DULIN Member

MARIA ENRICA D. JUBAY Member

CHRISTOPHER A. MAYO

ELIEZER C. LEYCO Member

LIEZEL F. BURAGA Member

IOFI P IGNACIO Member

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

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

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

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

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR CY 2021

> JAIME J DUADINES/GENERAL MANAGER ABC-RMO decurity A Investigation Agency Inc.

SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE DESIGNATION AND PRINTED NAME OF COMPANY

GENERAL CONDITIONS OF CONTRACT PROVISION OF SECURITY SERVICES IN CENTRAL NAME OF COURSE OF COLOR MARKETING DEFICER



Republic of the Philippines

Professional Regulation Commission
P. Paredes St., Sampaloc, Metro Manila
Facsimile: 5 310-0037 / email: bac@prc.gov.ph



REGULAR MEMBERS:

ARISTOGERSON T. GESMUNDO

OMAIMAH E. GANDAMRA Vice-Chairperson

WILMA T. UNANA Member

CRISANTO L. DECENA Member

CARLA ANGELINE B. UJANO Member

ALTERNATE MEMBERS:

MARIA LIZA M. HERNANDEZ Vice-Chairperson

ARJAY R. ROSALES Member

HENRIETTA P. NARVAEZ Member

PROVISIONAL MEMBERS:

TEODORO V, MENDOZA II Provisional Member, Non-IT Projects

RICHARD M. ARANIEGO Provisional Member, IT Projects

SECRETARIAT:

KAREN M. MAGSALIN Secretary

YVETTE V. PEREZ Member

MARGIERY D. DULIN Member

MARIA ENRICA D. JUBAY Member

CHRISTOPHER A. MAYO Member

ELIEZER C. LEYCO Member

LIEZEL F. BURAGA Member

JOEL P. IGNACIO Member

# Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	Delivery of the goods and services shall be made by the Supplier in accordance with the terms specified in Section VI Schedule of Requirement.
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].
	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-
	In the case of a dispute between the Procuring Entity and the Supplier, it shall be resolved in accordance with Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
	OVER-PAYMENT and OVER-PRICING
	In the event a finding of overpricing and/or overpayment has been made by the appropriate authority, the contractor shall reimburse the Procuring Entity the amount declared as overpriced or overpaid.

ACKNOWLEDGMENT AND COMPLIANCE
WITH THE TERMS OF REFERENCE FOR THE
PROVISION OF SECURITY SERVICES IN CENTRAL AND NCR OFFICE FOR
CY 2021

JAIME J JUAD NES / GENERAL MANACER
ABC-RMO SEWRITY & INVESTIGATION ACENCY INC.

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY

Page 1 of 1 SPECIAL CONDITIONS OF CONTRACT PROVISION OF SECURITY SERVICES IN CENTRAL AND NGR OFFICE CY 2021





### **Omnibus Sworn Statement**

REPUBLIC OF THE PHILIPPINES	)
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#### AFFIDAVIT

I, **JAIME** J. **JUADINES**, of legal age, Married, Filipino, and with office address at 3877 Gen. Macabulos Cor. Evangelista Streets, Brgy. Bangkal, Makati City, after having been duly sworn in accordance with law, do hereby depose and state that:

- I am the duly authorized and designated representative of ABC-RMO Security and Investigation Agency Inc. with office address at 3877 Gen. Macabulos Cor. Evangelista Streets, Brgy. Bangkal, Makati City;
- 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 Provision of Security Services in Central and NCR Office for CY 2021 of the Professional Regulation Commission, as shown in the attached Notarized Secretary's Certificate and Board Resolution;
- 3. ABC-RMO Security & Investigation Agency Inc. 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. ABC-RMO Security & Investigation Agency Inc., is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. None of the officers, directors, and controlling stockholders of ABC-RMO Security & Investigation Agency Inc. 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. ABC-RMO Security & Investigation Agency Inc. complies with existing labor laws and standards; and
- 8. ABC-RMO Security & Investigation Agency Inc. 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 Provision of Security Services in Central and NCR Office for CY 2021 (ITB No. 2021-02) for Professional Regulation Commission.
- 9. ABC-RMO Security & Investigation Agency Inc. 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.

> JAIME J. JUADINES (DSC) CSP, MMPA General Manager Affiant

subscribed and sworn to before me this \_\_\_\_\_\_\_ at \_\_\_\_\_\_ Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A. M. No. 02-8-13-SC). Affiant exhibited to me his Phil. Passport ID, with his photograph and signature appearing thereon, with no. P8836788A.

ATTY. VIRGILIO R. BATALIA

NOTARY PUBLIC FOR IMARATICITY

APPT NO M-87 - UNTIL DEC 31, 2020

EXTENDED UNTIL JUNE 30, 2021 PER B.M NO 3795

ROLL NO 48348

MCLE COMPLIANCE NO VI-0G22250/4-4-2019
IBP O.R. No. 706762-LIFETIME MEMBER JAN 29 2007
PTR No 8531023 JAN 04, 2021 MAKAT; CITY
EXECUTIVE BLDG CENTER MAKATI AVE
COR. JUPITER ST MAKATI CITY

#### SECRETARY'S CERTIFICATE

- I, JUNE RAY P. AREVALO, of legal age, single, Filipino and with office address at Unit 8H, Jenkinsen Tower, #80, Timog Avenue, Quezon City, after having been duly sworn to in accordance with law, hereby depose and state that:
- 1. I am the Corporate Secretary of ABC-RMO Security and Investigation Agency Inc. (the "Corporation"), a corporation duly organized and existing under and by virtue of Philippine laws, with office address at 3877 Gen. Macabulos Cor. Evangelista Streets, Brgy. Bangkal, Makati City.
- 2. I certify that a special meeting of the Board of Directors held on January 5, 2021 at the office of the Corporation, at which meeting a quorum was present and acted throughout, the following resolutions were passed, approved and adopted.

#### **BOARD RESOLUTION No. 2021-01**

"RESOLVED, that any of the following persons be authorized as they are hereby authorized to represent the Corporation in any and all bidding proceedings and transactions or matters relating thereto:

Name	Position	Signature
JAIME J. JUADINES	PRESIDENT/GEN. MANAGER	Guym
MARIA SUCCORO C. RAMOS	MARKETING OFFICER	1/21
EDILBERTO M. SAMONTE JR.	TECHNICAL OFFICER	I Samon fr

RESOLVED FURTHER, that any of the aforementioned representatives are hereby authorized to purchase bidding documents from the procuring entity, participate in the bidding, submit the bid and bid documents/papers and execute, sign and submit the ensuing contracts, bid security/ties including Bid Securing Declarations as a form of bid security, affidavits, sworn statements, undertakings, assurances, representations, commitments and declarations on behalf of the Corporation.

RESOLVED FINALLY, that all the aforementioned representatives are hereby also authorized to perform all other things necessary and required to be done to accomplish the aforesaid tasks and objectives and to give effect to this Resolution."

3. I further certify that the foregoing Resolution is still valid, effective and enforceable and has not been amended, repealed or superseded to date.

IN WITNESS WHEREOF, I hereunto set my hand this 5th day of January 2021 at Makati City.

JUNE RAY P. AREVALO
Corporate Secretary

Doc No. 76; Page No. 29; Book No. 703 Series of 2021. ATTY. VIRGILIOR. BATALLA

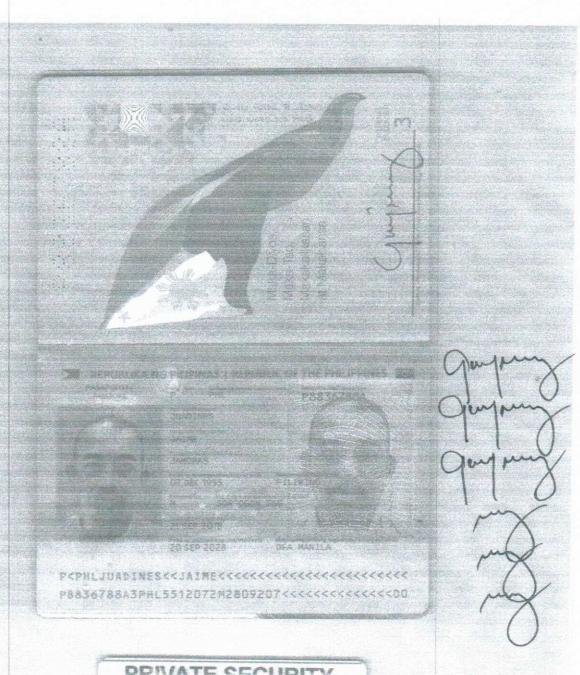
NOTARY PUBLIC FOR MAKATI CITY.

APPY NO MY FT UNITIL DEC 31, 2020

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PTR No 8531023 JAN 04, 2021 MAKATI CITY
EXECUTIVE BLDG CENTER MAKATI AVE
COR. JUPITER ST MAKATI CITY



### PRIVATE SECURIT

Category: SECURITY CONSULTANT

JAIME JANORAS JUADINES





ARSIA Certified True Copy

MS. MARIA SUCCORD G. RAMES Warkerus pares

01.08.21