# CONTRACT No. 2017-\_\_\_\_ SECURITY MANPOWER SERVICES

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **BENJAMIN E. DIOKNO**, hereinafter called the "DBM";

- and --

**DBPSC SECURITY SERVICE INCORPORATED**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2F, Executive Bldg. Center, Gil Puyat Avenue, Makati City, Metro Manila, represented by **EDGAR F. CHAVEZ**, hereinafter referred to as the **"SUPPLIER"**;

#### WITNESSETH:

**WHEREAS**, the DBM conducted a public bidding for the Project, "Security Manpower Services," and the bid of the Supplier is in the amount of Thirteen Million Six Hundred Fifteen Thousand Seven Hundred Thirty Four Pesos and 73/100 (P13,615,734.73), hereinafter called the "Contract Price";

**WHEREAS**, the Notice of Award was issued to the Supplier last May 4, 2017, and the Supplier posted its performance security on May 8, 2017;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

- 1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
- The following documents shall form and be read and construed as part of this Contract:

Annex A

- Bid Form
- B Schedule of Requirements
- C Technical Specifications

D - General Conditions of Contract

- E Special Conditions of Contract
- F Notice of Award
- G Performance Security

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- 3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
- 4. The D8M hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this 2 2017, day of \_\_\_\_\_\_, 2017 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT by:

DBPSC Security Service Incorporated by:

С., BENJAMIN E. DIOKNO Secretary

EDGA President

SIGNED IN THE PRESENCE OF

CENTENO

Chief Administrative Officer Administrative Service General Services Division

JOSEPH B. IMBAO. CSMS ASST. VICE PRESIDENT

CERTIFIED FUNDS AVAILABLE: JEFFREY DM/ GALARPE ACCOUNTANT IN

OFS NO. 02101101 2017-05-751 05/04/17

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES ) CITY OF MANILA) 5.5.

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_\_Anilippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 personally appeared the following:

NAME

VALID ID

VALID UNTIL

BENJAMIN E. DIOKNO DBM ID No. 0005

EDGAR F. CHAVEZ SEE LO HO. 03-9250515-8

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Security Manpower Services was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of MAY 2 2 2017.

Doc. No Page No Book No Series of 2017.

ATTY, JOSELYNBONNIE V. VALEROS NOTARY PUBLIC, ROLL NO. 54515 \*TR No. 5921026 Issued on: Dec. 27, 2015 Unbil Dec. 31, 2017 IBP Life No. 723653 Issued on: Aug. 21, 2007 Commission 4a 2016-099 Issued on: April 06, 2016. Until Dec. 35, 2017 MCLE No. 2016-099 Issued on June 14, 2016 Valid until April 14, 2019 Office Add. Imperial Bayfroot Tower. 1642 A. Mabini, Macila TIX No. 215-945-713-000



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# DBPSC SECURITY SERVICE INCORPORATED

a wholly-owned subsidiary of DBP Service Corporation BID FORM

> Date: April 5, 2017 Invitation to Bid No. N/A

#### To: DEPARTMENT OF BUDGET AND MANAGEMENT DBM Bldg. III, General Solano St. San Mignel Manila

Gentiemen an/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1 & 2, the receipt which is hereby duly acknowledged, we, the undersigned, offer to supply/deiiver/perform the <u>SECURITY MANPOWER</u> <u>SERVICES</u> in conformity with the said Bidding Documents for the sum of <u>THIRTEEN MILLION SIX</u> <u>HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED THIRTY FOUR PESOS & 73/100</u> (Php13.615,734.73) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods 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 Biddiag Documents.

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for **ITB** Chause 18.2 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 Calculated Bid 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 is granted full power and authority by the <u>DBPSC</u> <u>Security Service Incorporated</u>, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for <u>Security Manpower Services</u> of the <u>Department of Budget and Management</u>.

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

Dated this 5<sup>th</sup> day of April, 2017.

IMBAO, CSMS рн I [signatur6

ASSISTANT VICE PRESIDENT [In the Capacity of]

Duly authorized to sign Bid for and on behalf of DBPSC SECURITY SERVICE INCORPORATED,

2/F Executive Building Center, Sen. Gil Puyat Avenue Comer Maketi Avenue, Makati City, Philippines Ersall : operations obpec@yahov.com

TELEPHONE NOS. 895-6472 • 895-1586 FAX NOS. 895-4750 • 897-6950

### SCHEDULE OF PRICES (2<sup>nd</sup> Revision)

Particulars	No. of Security Guards	Monthly Rate (in PhP)	Total Cost per Month (in PhP)	Annual Rate (in PhP)
A. Amounts to Guard & Government (in accordance with NCR Wage Order No. 20)*				· · · · · · · · · · · · · · · · · · ·
8 hour schedule of work		** ***		1 222 222 222
7 days-day shift	18	20,084.72	361,524.96	4,338,299.52
7 days-night shift	9	21,719.87 16,382.68	195,478.83	2,345,745.96
6 days-day shift	8		131,061.44	
5 days	3	13,896.52	41,689.56	500,274.72
12 hoar schedule of work			•	
7 days-day shift	1	30,068.59	30,068.59	360,823.08
6 days	1	24,083.10	24,083.10	288,997.2
5 days	7	20,441.53	143,090.71	1,717,088.52
Total, Amount to Guard and Government	47		926,997.19	11,123,966.28
B. Total				11,123,966.28
C. Agency Fee (Minimum of 20% of Total)				<u>2,224,793.26</u>
D. VAT (12% of Agency Fee)				266,975.19
				200,773.17
Grand Total			Ph	<u>o 13.615,734.73</u>

Note:

1. Only items C, D and the Grand Total will be indicated by the bidder.

2. All rates and prices shall be rounded off to the nearest two decimal points.

\*See Annex B (Revised) for the computation of Prices.

Submitted by:

DBPSC SECURITY SERVICE INCORPORATED

Asst. Vice President EMBAO, CSMS

or D'i Pr

Particulars			In Acco	In Accordance with PADPAO Rate	O Rate		
		8 Haurs Daty				12 Hours Detv.	
Liftys Worldod per Week	7 deys/day shift	7 days/night shift	Monday to Seturday	Monday to Pricing	7 deys/day shift	Motidary to	Monday to Priday
No. of days / year	392.50	392.50	313.00	M 192	107 40		
L Attenuet Directly Paid to Guard					A0.760	Anici c	M. 07
New Delly Wage (DW)	481.00	481.00	481.00	481.00	W 137	A81 00	
Arcrege Pay per Month (DW z No. of days/year	12,732.71	15,732.71	12,346.08	10,461.75	15,732.71	12,546.08	10,461.75
Night Differential Pay (Ave pay / Me. x 10% x		1,573.27		•		•	
Overtime Pay					40 H 20		
13 <sup>th</sup> Month pay	1111 06	1 211 74	101221		A67/19/K	7,465.52	6,162,8
5-Duy Incentive pay (DW x 5/12)	204.58	304 14	10.5001	101/0	001151	1993.51	873.81
COLA	314.17	314.17	248.31	00.500	141 MIC	8C 907	204.58
Uniform Allowagoe (R.A. 5487)	100.00	WWI	100.001	W W1	11/1/10	C-0-22	0.502
Total Amount to Guard	17,662.52	19.28.79	16.144.50	11.843.14	27,420,41	21.610.02	100.001
					TRANSA	<u>2000 10 15</u>	CANNOT
IL Amount to Covernment in Firver of Guard							
Retirement Bonefit (R.A. 7641)	901.88	901.88	301.88	901.88	001.08	401 BB	- 100
SSS Promium	1,178,70	1,178.70 1	02150,1	884.00	1.178.70	1 178 70	00.102
Philificetth Contribution	212.50	1 05.ET2	175.00	137.50	337.50	345 10	
State insurance Fund	30.06	30.00	30.00	30,00	30.00	10.00	N:277
Pag-Ibig Fund	FO0.001	100.00	100.00	100.00	100.001	100.00	100.001
Subjectal.	2,422,20	2,484.08	2,236,16	2,053,38	2,548.08	2,473.06	1.435.06
Total Amount in Grand and Conservation	142 PM0 VL	41 410 61					
		+++112-00	0-507 PM			24.087.40	

Submitted by:

DBPSC SECURITY SERVICE INCORPORATED

ASST. VICE President

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Annex B (Revised)

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Detailed Breakdown of Cost

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d CC days/year/12) Buo x10%)	7 daya/day ahtif 992.80 431	1 Hours Day	Det			13 Hours Doty	
week by Phild to Geared (DW) Monity(DWxXNa, CK daye/yeer/12) Monity(DWxXNa, CK daye/yeer/12) Phy (DW x 5/12) CS (R.A 5467)							
No. of dayk/year L. Ausonet Directly Prid to Grand Mere Daily Wage (DW) Average Prey par Month (DW: No. Of days/year/12) Night Differential Pay! Ave. Pay/auo x10%) Night Differential Pay! Ave. Pay/auo x10%) Overtine Pay S Days Exemitive Pay (DW x.5/12) Onla	187 057266	7 dayı/might hift	Manday to Security	Monday to Felday	7 days/day shift	Monday to Saturday	Monday to Friday
L Amount Directly Fuld to Geard New Daty Wage (DW) Average Pay per Month(DWANo, Of days/year/12) Night Differential Pay( Are-Pay/mo x10%) Overtine Pay 13th Month pay 13th Month pay 5 Days Scenthon Pay (DW x 5/12) Cola	191	342.50	319.00	361.00	342.50	912.00	261.00
Mew Detty Wage (DW) Average Pay per Manth(DWANa, O' days/year/12) Night Differential Pay' Ave Pay/auo x10%) Overtine Pay Sibiya facentive Pay (DW x 5/12) Sibiya facentive Pay (DW x 5/12) Onia	5						
Average Pay per MantigDWXNo. Of days/year/12) Night Differential Pay( Are.Pay/aso x10%) Overtine Pay 13th Month pay 5 Ditys Incention Pay (DW x 5/12) Chia		Ę	ЦŞ	197	ų	461	191
Night Differential Par( Are Pay/ nuo x10%) Overtine Pay 13th Month pay 5 Ditys facentive Pay (DW x 5/12) Cola	15,732.77	13,792.77	12,046.08	10,461,75	12722/51	10'996'21	22"19W0T
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13th Month pay 5 Days Beemdon Pay (DW x 5/12) Cols Uniform Allerwoore (R.A 5467)	0.00	0,00	10°0	90'0'	66,788,9	7,468.52	61.16
5 Ditys Sacrative Pay (DW x 5/12) Cols Uniform Allerwates (R.A 5487)	1,511.06	1,311,06	1,045.51	19'1.2 <b>8</b>	1,311.06	1003	18°1/B
Cola Uniform Allowance (R.A 5467)	201.56	204.38	204.58	204.05	204.56	204.56	
Uniform Allownerce (R.A 5467)	314.17	314.17	248,39	205.00	21.412	246.55	
	100.00	100'001	100/001	10001	100/00	100.00	
TOTAL AMOUNT TO GUARD	17,562.52	19,255.79	HEMITY .	31,843.14	22,222.51	21,470,02	18,005.96
II. Automat to Gor's In Farm of Guizd							
Retremant Barefit (R.A. 7643)	88° t (6	697106	B97106	901.06	07'106	901-105	901196
SSS Prenden	0292171	1,177.70	021001	00'998	BUT LIT	1,178.70	
Philheatth CourtBurlon	212-50	0.62	175,00	137.56	\$37.60	047292	
	30.00	B0/00	30.05	20106	00'00	00.08	OULC:
Page - Brig Fund	100.00	E00:00	100.00	DOLOGI	100,001	100.001	100.001
Subback	1422.20	2,494,06	11,962 2	2,053,38	2544.10	10122072	2,435.00
		29161/17	The second	12100121	30,064.59	01'600'YZ	2014023
No. of Chercle	<b>†</b> ≆			Ð			
	M1,324,96	195,478,43	131,061.44	e1,669.56	30,043,59	24.083.10	17.020,011
Total unsuel cost	4.316,299,473	3,345,740,96	85422491	22,272,308	368.127.66	201,997.20	1,717,058.52
AGBNCY FIE	MC/ABR/20	460.040.10	34.000	100,000,0003	67 771 56	77 YAAX 44	141 AU
						and an entropy of the second second	A rd i tradour
VALUE ADDED TAX (Agrocy fire x 12%)	<b>CLAILINI</b>	06'752.90	37,70,60	12,006.59	8,659.75	6,936,93	21,012,13
(Tetal surveal cost + Aprecy Rec + VAT	5,210,075,63	2671,193.46	1,925,080,43	612,156,25	80 A07 A0	107,752,57	210,716,35
TOTAL BID	13,63,734.73						

DEPIC BECURITY SERVICE INCORPORATED

Name of Company

And Vice Friddant New and Designation March 1 2 12 - Th

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# Section VI. Schedule of Requirements (Revised)

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

Item Number	Description	Delivered, Weeks/Months
t .	Deployment of forty-seven (47) Security Guards, including one (1) Detachment Commander, in accordance with Annex A	June 1, 2017 or apon issuance of the Notice to Proceed, whichever is earlier.
2	Tools and equipment as required in Section VII. Technical Specifications	· · ·

I hereby certify to comply and deliver all the above requirements.

DBPSC SECURITY SERVICE INCORPORATED MARCH 30, 2017 over Printed Rams of Representative Name of Company/Bidder Signature Date

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# Section VII. Technical Specifications (Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

1	Statement Complian	Specification	Item
'LY"	"COMPLY	ECRUITMENT AND SELECTION CRITERIA	r
		Deployment of forty seven (47) qualified, bonded, uniformed, highly trained and armed Security Guards, including one (1) Detachment Commander, in accordance with the attached Annex A, with the following minimum qualifications:	
IPLY"	"COMPL	<ol> <li>with at least three (3) years of experience in Security Services;</li> </ol>	
		<ol> <li>have undergone and passed the required psycho- neuro examination and drug test conducted by the Philippine National Police (PNP)/National Buteau of Investigation (NBI);</li> </ol>	
		<ol> <li>have current/valid National Certification II (NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA); and</li> </ol>	
		<ol> <li>have undergone first-aid and basic-life support coorse certified by the Philippine National Red Cross (PNRC).</li> </ol>	
IPLY"	"COMPL	ECURITY AGENCY QUALIFICATIONS	11
		A. Stability	
		<ol> <li>Yours of experience – at least 6 years in the business.</li> </ol>	
IPLY"	"COMPL	<ol> <li>Liquidity of the Contractor - at least P5 Million (Current assets minus current liabilities based on Balance Sheet as of December 31, 2015).</li> </ol>	
		<ol> <li>Organizational Set-up - with good office set-up, personnel, and office tools and equipment. The agency must submit a company profile confirming the foregoing requirements, including an organizational chart.</li> </ol>	
		<ol> <li>Organizational Set-up - with good office set-up, personnel, and office tools and equipment. The agency must submit a company profile confirming the foregoing requirements,</li> </ol>	

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2'	<ol> <li>Resources</li> <li>I) Number and Kind of Equipment and Supplies -</li> </ol>		
	with the minimum number and kind of equipment and supplies as specified in item V hereof.		
	<ol> <li>Number of Guards – with at least 50 Security Guards, Number of Supervisors – with at least 5 Supervisors.</li> </ol>	-	
THE S	ECURITY PLAN	"COMPLY"	-
	. Security of Human Resources		1
· · · · · · · · · · · · · · · · · · ·	1 DBM Officials		
	1) Provide close-in security as may be required.		
	<ol> <li>Exercise courtesy and tact at all times.</li> <li>Frovide security assistance as may be required/instructed.</li> </ol>		
	2 DBM Employees		
····	<ol> <li>Implement strictly the "No ID No Entry rule."</li> <li>Monitor/frisk for deadly weapons, explosives, toxic chemicals, drugs, and contraband itcus/harmful materials upon reasonable grounds</li> </ol>	"COMPLY"	 
ŧ	<ul> <li>for suspicion, cause arrest of visitor.</li> <li>3) Provent/detect any form of breach of DBM rules and regulations and, if possible, report or cause the arrest of the perpetrator/s.</li> <li>() Implement cright file the third to the the the the the the the the the the</li></ul>		
	<ul> <li>4) Implement strictly the "No Entry" to secured/restricted areas without proper authorization/clearance.</li> <li>5) Exercise tact and courtesy at all times.</li> </ul>		
	<ol> <li>Exercise tact and courtesy at all times.</li> <li>Assist employees as may be required.</li> <li>Maintain logbook upon entry/exit as required.</li> </ol>		
	<ol> <li>No entry and stay in office after office hours, including Saturdays, Sondays and Legal Holidays, unless authorized.</li> </ol>		
P	.3 DBM GUESTS/VISITORS		
	<ol> <li>Implement strictly the "No ID No Entry role."</li> <li>Monitot/frisk for deadly weapons, explosives, toxic chemicals, drugs, and contraband items/harmful materials upon reasonable grounds</li> </ol>		dy
•	<ul> <li>for suspicion, cause arrest of visitor.</li> <li>Prevent/detect any form of breach of DBM rules and regulations and, if possible, report or cause the arrest of the perpetrator/s.</li> </ul>		ι 
÷	7		d'al d

<ul> <li>proper authorization/clearance.</li> <li>5) Exercise tact and courtesy at all times.</li> <li>6) Assist as may be required.</li> <li>7) Maintain logbook.</li> <li>8) Prevent entry after office hours, including Saturdays, Sundays and Legal Holidays, unless authorized.</li> <li>9) Prohibit loitering in the premises after visitor's business is done.</li> <li>10) Issue visitor's slip to all non-DBM personnel, and properfy coordinate with the officials/employees concerned the entry of visitors.</li> <li>SECURITY FOR PHYSICAL RESOURCES</li> <li>VEHICLE CONTROL</li> <li>1) Inspect vehicle entering and leaving DBM premises.</li> <li>2) Maintain a logbook upon the arrival and departure of vehicles of both DBM and non-</li> </ul>	"Comply"	
<ul> <li>6) Assist as may be required.</li> <li>7) Maintain logbook.</li> <li>8) Prevent entry after office hours, including Saturdays, Sundays and Legal Holidays, unless authorized.</li> <li>9) Prohibit loitering in the premises after visitor's business is done.</li> <li>10) Issue visitor's slip to all non-DBM personnel, and properly coordinate with the officials/employees concerned the entry of visitors.</li> <li>SECURITY FOR PHYSICAL RESOURCES</li> <li>VEHICLE CONTROL</li> <li>1) Inspect vehicle entering and leaving DBM premises.</li> <li>2) Maintain a logbook upon the arrival and</li> </ul>	"Comply"	
<ul> <li>7) Maintain logbook.</li> <li>8) Prevent entry after office hours, including Saturdays, Sundays and Legal Holidays, unless authorized.</li> <li>9) Prohibit loitering in the premises after visitor's business is done.</li> <li>10) Issue visitor's slip to all non-DBM personnel, and properly coordinate with the officials/employees concerned the entry of visitors.</li> <li>SECURITY FOR PHYSICAL RESOURCES</li> <li>VEHICLE CONTROL</li> <li>1) Inspect vehicle entering and leaving DBM premises.</li> <li>2) Maintain a logbook upon the arrival and</li> </ul>	"COMPLY"	
<ul> <li>8) Prevent entry after office hours, including Saturdays, Sundays and Legal Holidays, unless authorized.</li> <li>9) Prohibit loitering in the premises after visitor's business is done.</li> <li>10) Issue visitor's slip to all non-DBM personnel, and properly coordinate with the officials/employees concerned the entry of visitors.</li> <li>SECURITY FOR PHYSICAL RESOURCES</li> <li>VEHICLE CONTROL</li> <li>1) Inspect vehicle entering and leaving DBM premises.</li> <li>2) Maintain a logbook upon the arrival and</li> </ul>	"COMPLY"	
<ul> <li>Saturdays, Sundays and Legal Holidays, unless authorized.</li> <li>9) Prohibit loitering in the premises after visitor's business is done.</li> <li>10) Issue visitor's slip to all non-DBM personnel, and properfy coordinate with the officials/employees concerned the entry of visitors.</li> <li>SECURITY FOR PHYSICAL RESOURCES</li> <li>VEHICLE CONTROL</li> <li>1) Inspect vehicle entering and leaving DBM premises.</li> <li>2) Maintain a logbook upon the arrival and</li> </ul>	"COMPLY"	
<ul> <li>9) Prohibit loiteting in the premises after visitor's business is done.</li> <li>10) Issue visitor's slip to all non-DBM personnel, and properfy coordinate with the officials/employees concerned the entry of visitors.</li> <li>SECURITY FOR PHYSICAL RESOURCES</li> <li>VEHICLE CONTROL</li> <li>1) Inspect vehicle entering and leaving DBM premises.</li> <li>2) Maintain a logbook upon the arrival and</li> </ul>	"COMPLY"	
and properly coordinate with the officials/employees concerned the entry of visitors. SECURITY FOR PHYSICAL RESOURCES VEHICLE CONTROL 1) Inspect vehicle entering and leaving DBM premises. 2) Maintain a logbook upon the arrival and	"COMPLY"	
<ul> <li>VEHICLE CONTROL</li> <li>1) Inspect vehicle entering and leaving DBM premises.</li> <li>2) Maintain a logbook upon the arrival and</li> </ul>	"COMPLY"	
<ol> <li>Inspect vehicle entering and leaving DBM premises.</li> <li>Maintain a logbook upon the arrival and</li> </ol>	"COMPLY"	
premises. 2) Maintain a logbook upon the arrival and		
	L	
DBM vehicles.		
<ol> <li>Control flow of traffic and direct drivers to park their vehicles properly in the designated parking area.</li> </ol>		?    
<ol> <li>Safeguard and protect vehicles from pilferage of accessories and other attachments.</li> </ol>		
<ol> <li>Require trip ticket for outgoing DBM vehicles, and signed by the approving authorities.</li> </ol>		
vehicles.		
<ol> <li>Recommend parking, and observe and follow proper traffic signs.</li> </ol>		
FACILITIES AND BUILDINGS		
<ol> <li>Post notices at the entrance of the buildings prohibiting entry or carrying of deadly weapons.</li> </ol>		
2) Deny access to restricted areas.		
<ol> <li>Identify and record in logbook the names of the authorized persons entering the restricted area/s.</li> </ol>		at.
locked after office hours.		
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	<ul> <li>accessories and other attachments.</li> <li>S) Require trip ticket for outgoing DBM vehicles, duly signed by the approving authorities.</li> <li>6) Prohibit overnight parking for non-DBM vehicles.</li> <li>7) Recommend parking, and observe and follow proper traffic signs.</li> <li>FACILITIES AND BUILDINGS</li> <li>1) Post notices at the entrance of the buildings prohibiting entry or carrying of deadby weapons.</li> <li>2) Deny access to restricted areas.</li> <li>3) Identify and record in logbook the names of the authorized persons entering the restricted area/s.</li> <li>4) Check that all doors and windows are closed and locked after office hours.</li> <li>5) Deny entry to peddlers and vendors.</li> <li>6) Identify the need for lighting and make necessary recommendations to address such need.</li> <li>7) Identify fire hazards and make necessary recommendations to prevent accidents.</li> </ul>	<ul> <li>accessories and other attachments.</li> <li>5) Require trip ticket for outgoing DBM vehicles, duly signed by the approving authorities.</li> <li>6) Prohibit overnight parking for non-DBM vehicles.</li> <li>7) Recommend parking, and observe and follow proper traffic signs.</li> <li>FACILITIES AND BUILDINGS</li> <li>1) Post notices at the entrance of the buildings prohibiting entry or carrying of deadly weapons.</li> <li>2) Deny access to restricted areas.</li> <li>3) Identify and record in logbook the names of the authorized persons entering the restricted area/s.</li> <li>4) Check that all doors and windows are closed and locked after office hours.</li> <li>5) Deny entry to peddlers and vendors.</li> <li>6) Identify the need for lighting and make necessary recommendations to address such need.</li> <li>7) Identify fire hazards and make necessary recommendations to prevent accidents.</li> </ul>

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	8)	fire extinguishers and recommend safety		
	9)	meannes. Regularly check the conditions of fire hydrants,	!	
	16)	hoses, and elarm systems. Recommend formation of fire brigades and fire		
	11)	drills. Observe that all lights are switched off, and all electrically operated office equipment are unplugged when occupants of the office are all out.		
	12)	Regularly inspect storage areas and make pecessary recommendations.		
	13)	Switch on and off the security and perimeter fence lights.	"COMPLY"	
<b>B</b> . 3	SUI	PPLIES AND EQUIPMENT		
	1)	All outgoing DBM properties must be accompanied with the appropriate Gate Pass/documents, duly signed by the authorized signatories, indicating serial number/property number, person moving the equipment, time and date, etc.		
	2)			
	3)			
	4)	Ensure security of documents,		
С.	CO	VITINGENCY PLAN FOR VARIOUS RISKS		
C.1	FIR	Ê		
	1)	Inform the Fire Department.		
	2)	aquipment.		
	3)	Know how to operate the firefighting equipment.		
	4)	Be familiar with the location of the fire exits and electrical control switches.		
	5)	Sound the fire alarm.	· · ·	1
	6) 7)	Report fire and any fire hazard. Report inadequate water supply and defective		G
	8)	frefighting equipment. Recommend and assist in the formation of fire brigade.		 ۲
	9)	Poet appropriato fire signs.		· ·
	<b>y</b> )			
	10)	Assist in the evacuation of employees, records and equipment.		1

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C.2	THEFT, PILFERAGE AND BURGLARY	
	<ol> <li>Secure all entry and exit points.</li> </ol>	
	2) Conduct investigation and submit a written	
	report within 48 hours to the DBM Management.	
	<ol> <li>Identify witnesses, if possible.</li> </ol>	
	4) Apprehend culprit within the premises, secure	
	incident area to protect evidence.	
	5) Coordinate with appropriate PNP unit (Theft and	
	Robbery Section) and/or the PSG.	
•	6) Assist in controlling violence.	
	7) Limit the number of entry to premises to as few	
	as possible.	
	8) Maintain contect with PNP.	
C.3	TRESPASSING	
	1) Approhend and detain tresponsers.	
	2) Turn over trespassers to the appropriate PNP	•
	Bait.	"COMPLY"
	<ol><li>Report the incident to the management.</li></ol>	
C.4	HOSTAGE SITUATION	
	1) Notify PNP, DBM and all security guards.	
	2) Act as temporary negotiator to make sure that	
	nobody will be harmed until arrival of the expert	
	negotiator.	
C:5	EARTHQUAKE	
	1) Prevent partic, and maintain caim.	
	2) Prevent use of elevator, and direct escape	
	through other means of exit.	
C.6	FLOOD AND TYPHOON	
	1) Prevent employees from crossing unsafe areas.	-
	2) Prevent people from going out of the building if	
	there are strong winds.	1
	3) Assist in the evacuation of personnel, supplies,	
	materials, and equipment.	
C.7	COUP D'ETAT	
	1) The use of DBM properties by any group	
	involved in the coup should not be allowed.	
	2) Secure all properties and buildings.	
	<ol><li>Report the incident to the management.</li></ol>	

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1)	Cordon off the affected area to secure the		
	evidence.		
2)	In case of explosion, help evacuate all personnel		
3)	from the affected area. Inform the Fire Department of the incident.	•	
BOł	MBTHREAT		
n	Immediately report the threat to the PNP.		
	-		
			1
9			
5)	Assist in the bomb search, if necessary.		
DI	EMONSTRATIONS/MASS ACTIONS		
1)			
2)		"COMPLY"	
3)	Maximum tolerance must be observed and maintained at all times.		
4)	Ensure that the designated entry/exit gates are		
5)			
	1		
-			
9	Disruptive demonstrations shall be terminated in coordination with the DBM authorized persoanel.		
ന	HER TERMS AND CONDITIONS		
1)	The Contractor shall provide forty-seven (47)		
			1
	······································		
20			
2)			
			Y Y
	(PNP-SOSIA) prescribed uniform.		l l
3)	The DBM has the option to effect changes in the		E /
	assignment/deployment of the security goards		I, Y
	anytime during the contract period through a		
	written notice to the Contractor. Likewise, the		
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		HF.	AN O
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	BOX ()(2)(3)(4)(5)(1)(2)(3)(4)(5)(5)(1)(2)(3)(4)(5)(5)(1)(2)(3)(4)(5)(5)(1)(2)(3)(4)(5)(5)(1)(2)(3)(4)(5)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(2)(5)(1)(1)(2)(5)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)(1)	<ol> <li>BOMB THREAT         <ol> <li>Immediately report the threat to the PNP.</li> <li>Inform the DBM Management of the threat.</li> <li>Assist in the evacuation of personnel.</li> <li>Secure the DBM property, and clear the area of any unauthorized persons.</li> <li>Assist in the bomb search, if necessary.</li> <li>DEMONSTRATIONS/MASS ACTIONS</li> <li>Inform the DBM Management.</li> <li>Immediately report the said activity to the PNP.</li> <li>Maximum tolerance must be observed and maintained at all times.</li> <li>Ensure that the designated entry/exit gates are not blocked by the demonstrators.</li> <li>Non-obstructive demonstrators.</li> <li>Non-obstructive demonstrations should be controlled for the DBM to conduct its business as normally as possible.</li> <li>Disruptive demonstrations shall be terminated in coordination with the DBM authorized personnel.</li> </ol></li> <li>OTHER TERMS AND CONDITIONS         <ul> <li>The Contractor shall provide forty-seven (47) Security Guards, including one (1) Detachment Commander, who will be assigned or deployed to the different areas within the DBM Central Office buildings and grounds.</li> </ul> </li> <li>The Contractor shall censure that the Security Guards assigned to the DBM shall observe proper Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) preactibed uniform.</li> <li>The DBM has the option to effect changes in the assignment/deployment of the security guards</li> </ol>	<ul> <li>BOMB THREAT <ol> <li>Immediately report the threat to the PNP.</li> <li>Inform the DBM Management of the threat.</li> <li>Assist in the evacuation of personnel.</li> <li>Secure the DBM property, and clear the area of any mauthorized persons.</li> <li>Assist in the bomb search, if necessary.</li> </ol></li></ul> DEMONSTRATIONS/MASS ACTIONS <ol> <li>Inform the DBM Management.</li> <li>Inform the DBM Management.</li> <li>Immediately report the said activity to the PNP.</li> <li>Maximum tolerance must be observed and maintained at all times.</li> <li>Braure that the designated entry/crit gates are not blocked by the demonstrators.</li> <li>Non-obstructive demonstrators.</li> <li>Non-obstructive demonstrators should be controlled for the DBM to conduct its business as normally as possible.</li> <li>Disruptive demonstrations shall be terminated in coordination with the DBM authorized personnel.</li>  OTHER TERMS AND CONDITIONS <ol> <li>The Contractor shall provide forty-seven (47) Security Guards, including one (1) Detachment Commander, who will be assigned or deployed to the different areas within the DBM contral Office buildings and grounds.</li> </ol> The Contractor shall cruster that the Security Guards assigned to the DBM shall observe proper Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) prescribed uniform. The DBM has the option to effect changes in the assignment/deployment of the security guards any prescribed uniform. The DBM has the option to effect changes in the assignment/deployment of the security guards any prescribed uniform.</ol>

		DBM may increase or decrease the number of security guards depending on the exigency of the service.		
	4)	The Contractor hereby warrants to make available, at all times, relievers and/or replacements to ensure continuous and uninterrupted services in case of absences, and shall execute the necessary supervision over the work of its personnel.		
	່ ກ	The Contractor shall make available the following types of uniforms for its security personnel:	"COMPLY"	
1	i	a. Regular security guard uniform		
	1	b. Barong uniform for frontline security personne!		
		<ul> <li>Barong uniform for the security personnel during special events</li> </ul>		
		<ul> <li>Dress down attire during weekend and holidzy shifts</li> </ul>		
		<ul> <li>Athletic attire for security personnel assigned in the gym</li> </ul>		
<b>IV</b>	SERVIC	E LEVEL AGREEMENT	"COMPLY"	
	The Secu	nity Guards shall:		
	1)	Maintain peace and order at the DBM premises.		
	2)	Watch, safeguard and protect the DBM properties from theft, arson, intrusion of demonstrators' protesters, destruction, or damages.	"Comply"	
   	3)	Ensure the safety of DBM officials, personnel and visitors from barassment, threat, or intimidation within the premises of the DBM.		Q.
	4)	Monitor/frisk visitors for deadly weapons, explosives, toxic chemicals, drugs, contraband items, and/or harmful materials, and upon reasonable grounds and, if necessary, coordinate with the PNP for possible arrest of the persons concerned.		4
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	5)	(ssue visitor's slip to all non-Di upon registry in the electronic properly coordinate their entr officials/employees concerned.	logbook, and		
	6	Prohibit loitering of guests in the the purpose of visit/official ( completed.	premises after transaction is		
	7)	Prevent entry of unauthorized office hours, and during weeke working holidays, unless authori officials.	nds and non-	"COMPLY"	•
	8)	Maintain daily 24-hour logbooks and departure of DBM and non-DB			
	9)	inspect vehicles entering and premises.	leaving DBM		
	10)	Control the flow of traffic, and di park their vehicles property : parking areas.			
	11)	Secure all entry and exit points.			
	12)	Prevent entry to secured/restricted proper authorization/clearance.	areas without		
v	OTHED	TERMS AND CONDITIONS		"COMPLY"	
· · · · · · · · · · · · · · · · · · ·		sctor shall:			
				Í ·	t 
	1)	Provide the following tools ar subject to random inspection by DBM official/representative:		- - - - - - - - -	
		Particulars	Quantity	COMPLY"	
		Revolver cal. 38 with twolve live annumitions each.	18 units		
		<ul> <li>VHF portable handheld radio, 200- 300 Mhz with extra battery pack and battery charger</li> </ul>	24 units		R.
i ·		Surveillence Mirror	& vanits		
		I. Metal Detector	24 units		-
		e. Plashlights with batterics	24 units		4
• <b></b>		13		1	
				194F	la cla
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	f. Tear Gas	24 units	
	g. Night Stick	2 units	1
	h. Riot Shield/Imacheon and Heimet	24 units	
	i. Handcuffs	47 units	
	. Medical Kit	47 sets	
	k. Traffic Vest and Gloves	6 sets	
	Rainecoat	24 sets	
	n. Ran boots	24 pairs	)
	n. Umbrella	24 units	
	o. Whistle	47 pcs.	COMPLY"
	p. Megapizore	3 units	
	q. Санига	3 umits	
	r. Electronic logbook to be installed at the main enfrance of DBM Buildings 1, 2 and 3 front desk	3 sets	
2)	Assume full responsibility and reimburse the DBM for losses, injuries caused to the DBM's personnel, which the contractor secure and protect.	damages, and properties and is bound to	
3)	Assign a Roving Supervisor for its separate from the Detachment C monitor the performance of the S and to handle the periodic consoli- time cards in preparation for the r to the DBM.	commander, to ecurity Guards dation of daily	
4)	Recommend the enforcement of and regulations of the DBM a approval of the AS Director, impl order to maintain prace and or DBM staming	nd, upon the ement them in	

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5) Whenever required by the AS Director, or if deemed necessary by the Detachment \_\_\_\_\_Commander, \_\_\_\_\_conduct\_\_\_\_ an investigation

DBM premises.

	concerning any security breach within the DBM CO premises, including the commission of any crime, and submit a report to the AS Director as instructed.	
6)	Pay its personnel not less than the minimum wage and provide the other benefits mandated by law. The Contractor shall comply with the laws and rales governing labor standards and employee's compensation. A Certificate of Compliance for the purpose shall be required from the Contractor to accompany the monthly billing statement.	"COMPLY"
7)	Along with the monthly billing statement, submit receipts and prescribed reports stamped received by SSS, PhilHealth and Pag-IBIG, as proof of remittances of premium payments to said collecting agencies.	
8)	Acknowledge that any violation of the minimum wage law and other labor laws shall likewise be a ground for termination of the contract.	
9)	Make sure that all applicable licenses for the Project will be valid during contract implementation.	

# I hereby certify to comply and deliver all the above requirements.

DBPSC SECURITY SERVICE INCORPORATED Name of Company/Bidder JOSEPH B. MBKO, COMS Signature over Printed Name of Representative

MARCH 30. 2017 Date

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## Annex A

ocstion/ Station	No. of Hours	Tour of Duty	No. of Guards for CY 2017
REA 1			<u> </u>
rea I.A	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
ea I.B	12 hrs.	бать-брт; Mon. to Fri.	1
REA 2	<b>-</b>	······································	
a 2,A	16 hrs.	8 hrs./shift/daily (6am-2pm, 2pm-10pm; Mon. to Fri.)	2
ea 2.B	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
r <b>ea</b> 2.C	12 hrs.	бат-брт; Mon. to Fri.	- 1
rea 2.D	16 hrs.	8 hrs./shift/daily (6am-2pm, 2pm-10pm; Mon. to Sat.)	2
rea 2.E	12 hrs.	бат-брт; Mon. to Sat.	1
ea 2.F	16 hrs.	8 hrs./shift/daily (6am-2pm, 2pm-10pm; Mon. to Sat.)	2
ea 2.G	16 hrs.	8 hrs./shift/daily (6am-2pm, 2pm-10pm; Mon. to Sat.)	2
IEA 3			
a 3.A	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
rea 3.B	12 hrs.	Sam-Spm; Mon. to Fri.	1
ea 3.C	12 hrs.	бат-брт; Mon. to Fri.	1
REA 4			
ea 4.A	16 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; Mon. to Sat.)	2
ea 4.B	12 hrs.	6am-6pm; Mon. to Fri.	1
rea 4.C	12 hrs.	6ara-6pm; Mon. to Fri.	]
rea 4 D	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
rca 4.E	12 hrs.	6am-6pm; Mon. to Fri.	1

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Area 4.F	12 hrs.	6am-6pm; Mon. to Fri.	1
Area 4.G	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Arca 4.H	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.1	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.J	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.K	(2 hrs.	6am-6pm; daily	I
AREA 5			
Area 5.A	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
		TOTAL	47

Note: The DBM has the right to effect changes in the assignment/deployment of the Security Guards at any time during the contract period through a written notice by the AS Director to the Contractor.

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#### BUSINESS PROFILE

#### GENERAL INFORMATION L

Name of Company:

DBPSC Security Service Inc.		
Tax Identification No. (TIN):		
000-667-605-000		
Address:		
2 <sup>wi</sup> Floor, Executive Bldg. Center, Gil	Puyat Ave., Makati City	
Tel. No.:	Fax No.:	
(02) 895-1393	(02) 895-1393	
Email Address:	Form of Ownership:	
marketing.dbpsc@gmail.com	Corporation	

#### STABILITY П.

- Years of Experience: 7 years
- Current Asset Current Liabilities (P77,603,747.00 50,308,375.00) = P27,295,372.00 Liquidity: ٠

#### RESOURCES Ц

No, of license Firearms	
High Caliber Firearms	6
.22	1
.38	408
12 GA	428
9 MM	242
TOTAL	1086

# No. and Kind of Communication Devices

Description	Brand	Model	Qty.
Handheid Radio	Motorola	GP3188	165
Handhold Radio	Motorola	TK3000	3
Handheld Radio	Motorola	WSOPRO	32
Base Radio		GM300	1
TOTAL			201

### No. and Kind of Motor Powered Vehicles

Make Particular	Qty.
isuzo Sportivo	1
Isuzo MUX	1
Mitsubishi L300	1
Sinski Motorcycle	2
Totai	5

No. of License Security Guards <u>736</u>

H B. DABAO, CSMS Vice President





# **DBPSC SECURITY SERVICE INCORPORATED**

A wholly-owned subsidiary of DBP Service Corporation (ISO 9001:2015 Certified)

3rd Floor, Executive Building Center, Sen. Gil J. Puyat Ave. cor. Makati Ave., Makati City



#### ABOUT US;

**DBPSC SECURITY SERVICE INCORPORATED (DBPSCSSI)** is the security agency renamed from its original name - **DBP Service Corporation –** which has been operating as a security agency **aince 1987** and offering security and investigative services to its clients aside from clerical, janitorial, office staffs outsourcing and various other manpower services with nationwide coverage.

In the year 2000, DBPSC was awarded the Plaque of Appreciation and Recognition by the then Security Agencies and Guards Supervisory Division of the Philippine National Police (PNP-SAGSD) now Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) for being one of the Top Ten Best Security Agencies in the Philippines.

On 05 December 2008, the Civil Security Group of the Philippine National Police, the government agency that regulates the private security agencies in the country, issued a memorandum that required all private security agencies to include in their corporate names the term "security", hence, DBP Service Corporation was spun off as DBPSC Security Service Incorporated to comply with the said government agency's requirement. DBP Service Corporation remained to be a company providing all other manpower services except the security services.

Registered with the Securities and Exchange Commission on 29 March 2010, under SEC Registration Number CS201005006, and granted the regular License to Operate (LTO) with license number PSA R-150222-2015 by the Philippine National Police, DBPSCSSI has continued all the functions and responsibilities of the former company in maintaining its clients nationwide. It still maintains the same roster of experienced security guards, staff personnel, and managerial personnel to carry out its functions as one of the best security agencies in the country today.

#### OUR MISSION:

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To become the **BEST** security agency in the country by providing highly qualified, fullycompensated and experienced security guards and personnel to our valued clients.

#### OUR VISION:

To make our clients worry-free and with the feeling of safety and security within their work areas by providing them security guards who are well-trained and experienced for the specific job suited to the peculiarity of the environment that they are posted to protect.

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#### OUR MANAGEMENT TEAM:

**DBPSC Security Service Incorporated** has in its employ more than 700 guards deployed to various clients nationwide. It is a wholly-owned subsidiary of DBP Service Corporation headed by its Chairman of the Board, Mr. Rodolfo C. Manaligod. Its President and Licensee is Atty. Edgar F. Chavez, assisted by its Vice President Ms. Angeline D. Loyola.

At the helm of the operation of the agency is the Assistant Vice President Mr. Joseph B. Imbao, a Certified Security Management Specialist (CSMS), who is assisted by a team of professionals in the persons of Assistant Operations Officer Capt. Alexander B. Junio, Assistant Division Chief & Lead Investigator Mr. Reden Harvey S. delos Santos, Logistics and Support Specialist Mr. Daniel Lou C. Buzon, HR Specialist Mr. Orestes J. delos Reyes III, Administrative Aide Mr. Jeffrey L. Gimpes, and Administrative Aide Mr. JR B. Felisarta.

Trained Area Coordinators man our extension Offices located strategically in various parts of the country, to wit:

Location of Extension Office	Area Coverage	Area Coordinator	
Tuguegarao, Cagayan	Northern Luzon	Mr. Carlo C. Hernandez	
llagan, Isabela	North Eastern Luzon	Mr. Carlos D. Neyra III	
Baguio, Benguet	Western Luzon	Mr. Honorato D. Lora	
Cabanatuan City	Central Luzon	Mr. Oliver D. Capati	
Makati Head Office	National Capital Region	Lt. (Ret.)Cris N. dela Cruz, PA	
Makati Head Office	Southern Tagalog	Engr. Florencio M. Bernabe	
Makati Head Office	Palawan & Batanes Provinces	Mr. Daniel Lou C. Buzon	
Lucena City	Bicol Region	SSgt. Jexer D. Talosig (PAF), CSP	
Cebu City	Eastern Visayas	Mr. Edgar D. Abundo	
Noile City	Western Visayas	Mr. Eduardo P. Rafael, CSP	
Cagaya de Oro City	Northern Mindanao	Mr. Bienvenido Merano	
Zamboanga City	Western Mindanao	Mr. Eugene I. Montemor	~
Davao City	Southern Mindanao	Mr, Ronan V. Alamilio, CSP	C

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#### OUR SERVICES:

**DBPSC Security Service Incorporated offers a variety of services to meet any demand of the** client. We can tailor fit the type of service according to our client's needs at reasonable cost.

We are fully licensed, insured and bonded security agency which has coverage all throughout the Philippines. While majority or our clients are government offices and or government-controlled corporations where we cater mostly to banks and financial institutions, we do have valued private clients also.

We pride ourselves to be the agency that provides the full benefits due to all our guards starting from their regutar salaries, SSS, Philhealth, and other government-mandated benefits. Salaries are coursed through the ATMs as we are fully automated. This system gives out guards more time to devote to their duties, rather than to follow up and worry about their benefits.

### SECURITY GUARD SERVICES:

- Uniformed / Plainciothes Security Guards and Officers
- Armed / Unarmed
- Bodyguard Services
- Banks / Financial Institutions
- > Schools / Hospitals / Malls
- Access control
- > Retail / Commercial / Industrial / Private
- Hotels / Condominiums / Apartments
- Construction Sites
- Sporting Events
- Parking Enforcement
- > Economic Zones

### CONTACT US:

**DBPSC Security Service Incorporated** is located at the 3rd Floor, Executive Building Center, Sen, Gil J. Puyat Avenue corner Makati Avenue, Makati City. For any official inquiries and other concerns, we can be reached through the following:

Marketing Dept		(632) 895-1427	email address:	<u>dssi@dbpsc.com.ph</u>
Fax	:	(632) 895-1393	Mobile:	0932-888-4133
Operations	:	(632) 895-9472	Website:	dbpsc-ssi.com.ph



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Front Office Desk Info



Pre-Posting Briefing

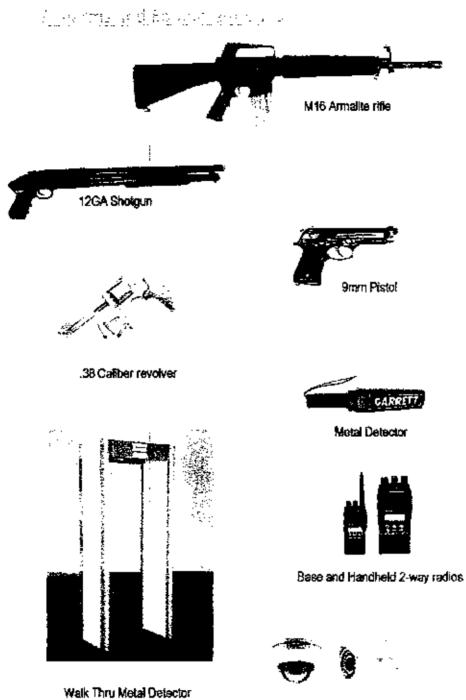


Regular Lectures and Refresher Seminars



Physical Fitness Activity



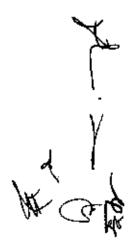


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CCTV System



## DBPSC SECURITY SERVICE, INC.

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Number and Kind of Equipment and Supplies

Particulars	Quantity
Service Firearm : .38 - 408, 12 GA - 428, 9MM - 242, .22 - 1, M16 - 6	1086
VHF portable handheld radio, 200-300 MHz with extra battery pack and battery	201 units
charger	
Metal Detector	30 units
Surveillance mirror (under chassis mirror)	15 units
Handheld Metal Detector	108 units
Gas Mask	14 units
Rechargeable Spotlight	14 units
Fire Coat	14 units
Flashlight with batteries	150 units
Tear-gas	250 units
Pro-baton night stick	36 units
Riot shield/truncheon and helmet	36 units
Handcuffs	106 units
Medical kit - First Aid Kit	94 sets
Traffic vest and gloves	36 sets
Raincoat	60 sets
Rain boots	60 pairs
Umbrela	i 10 <u>0 units</u>
Whistle	80 pcs
Megaphone	5 <u>units</u>
Digital Cemera	10 units
Desk Top Computer	5 sets
Portable walk-through metal detector	3 unit
Other tools and equipment	15 lot
CCTV Systems with Digital Video Recorder	20 units
CCTV Cameras	100 units
CCTV Monitor	20 units

Note: Tools and Equipment not in the list shall be purchased prior to the start of contract.

Submitted by:

DBPSC SECURITY SERVICE INCORPORATED

Asst. Vice President

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# DBPSC Security Service, Inc. Office Set-up and Systems



**Executive Office** 

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Marketing Dept.



Personnel Dept.



CRD & Benefits



Data Processing Dept.



**DBPSC Security** 



Billing & Coll. Dept.



Accounting Dept.



General Services Dept.

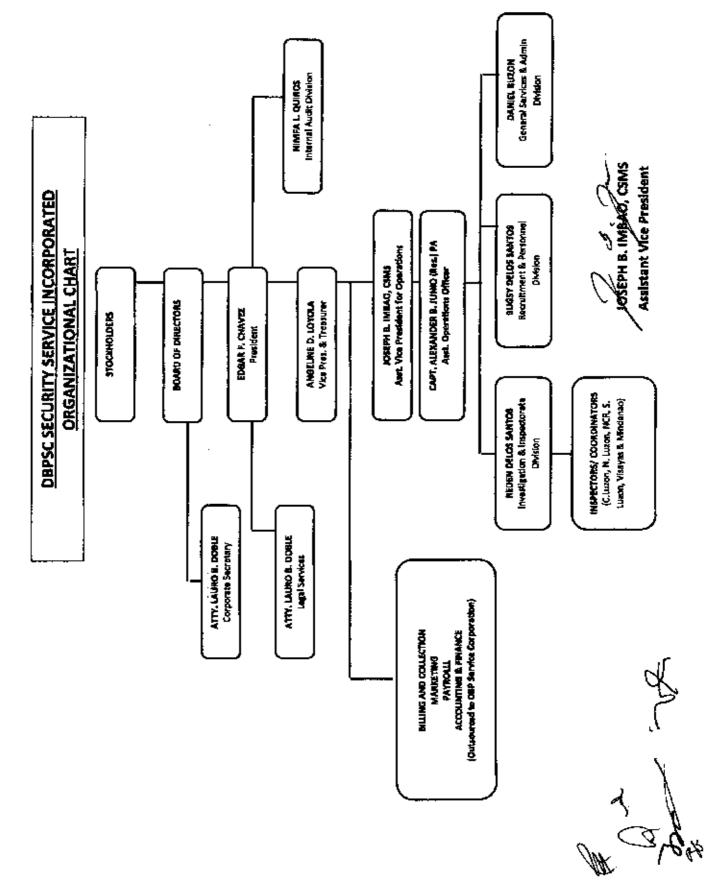


Internal Audit

JOSEPH B. TMBAO

Asst. Vice President

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Asst. Vice President for Operations Vice President and Treasurer Asst. Operations Officer EDGARDO F. GARCIA ALVARO C. TORIO Area Coordinator Area Coordinator Designation President Name LIST OF INCORPORATORS LIST OF KEY PERSONNEL Capt. ALEXANDER B. JUNIO (Res.) PA SSgt. JEXER D. TALOSOG, (Res.) PAF Sgt. CRISENCIO DELA CRUZ (Ret.) **ROLANDO S.C. GERONIMO** RODOLFO C. MANALIGOD JOSEPH B. IMBAO, CSMS ANGELINE D. LOYOLA **ANGELINE D. LOYOLA** EDGAR F. CHAVEZ **EDGAR F. CHAVEZ** Name Name

HOSEPH B. IMBAO, CSMS Assistant Vice President

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# **OTHER FACTORS**

# A. RECRUITMENT AND SELECTION CRITERIA

- Minimum Qualification Standards apply for the user department / client
- Applicants are sourced through the following:
- a. Newspaper Advertisements
- b. Referrals
- c. Walk-ins
- Preliminary and post-test interviews are conducted.
- A battery of pre-employment examinations conducted based on the following:
  - a. Aptitude / Skill Test
  - b. Personality Tests
- Results of the examinations are sent through mail.
- Qualified applicants are pooled in the company's "active" file for immediate dispatch to various client openings.

## **Qualification Requirements**

- Must be a Filipino Citizen;
- Must be at least a High School graduate;
- Physically and mentally fit;
- Not less than eighteen (18) years of age;

- Has undergone a pre-licensing training course or its equivalent;
- with at least three (3) years of experience in Security Services;
- have undergone and passed the required psycho-neuro examination and drug test conducted by the Philippine National Police (PNP)/National Bureau of Investigation (NBI);
- have current/valid National Certification II (NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA); and
- have undergone first-aid and basic-life support course certified by the Philippine National Red Cross (PNRC).

# **B. COMPLETENESS OF UNIFORMS AND OTHER PARAPHERNALIA**

DBPSCSSI provides two (2) sets of uniforms to its Security Personnel. All Security Personnel are required to comply the directive issued by the SAGSD on wearing the prescribed uniform and paraphernalia. DBPSCSSI also requires its Security Guards to wear their Company IDs at all times within the designated post.

MBÃO, CSMS Asst. Vice President

### PROPOSED SECURITY PLAN DEPARTMENT OF BUDGET AND MANAGEMENT Malacanang, Manifa

#### L PURPOSE

- A. Determine security hazards
- 8. Recommend changes which would enhance safety and security of lives and properties
- C. Recommend security of the areas and facilities of DBM under various conditions and during emergencies by natural and man-made disasters.

#### B. OBJECTIVES:

- A. Ensure safety of persons and protection of properties.
- Establish contact on matters which will require coordination/assistance of the police, military and fire authorities.
- C. Communicate with the officials of DBM on matters, which require their attention.

#### III. CONCEPT OF OPERATION:

To provide the premises and facilities of DBM with the security plan flexibly organized, so as to be able to attain the aforemenioned objectives and to implement/perform specific instruction emanating from the client.

#### IV. SCOPE OF SECURITY PLAN:

Security plan covers the premises of the DBM and other offices taking into consideration the boundaries, and such other factors affecting the proper implementation of security requirement like energy, human and natural factors within or surrounding the area. The aforementioned plan enables us to make recommendations, which may minimize it not eradicate effects of ell kinds of illegal intrusion and/or untawful action against the establishment. Below are the Summary Security Guards duties and responsibilities in accordance with DBM's Specification under Service Level Agreement;

The Security Guards shall:

- Maintain peace and order at the DBM premises.
- Watch, safeguard and protect the DBM properties from theft, arson, intrusion of demonstrators/protesters, destruction or damages.

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- Ensure safety of DBM officials, personnel and visitors from harassments, threat or intimidation within the premises of the DBM.
- 4. Monitor/frisk visitors for deadly weapons, explosives, toxic chemicals, drugs, contraband items, and/or harmful materials upon reasonable grounds and, if necessary, coordinate with the PNP for possible arrest of persons concerned.
- Issue visitor's slip to all non-DBM personnel upon registry in the electronic logbcok, and properly coordinate their entry with the officials/employees concerned.
- Prohibit loitering of guests in the premises after the purpose of visit/ official transaction is completed.
- Prevent entry of unauthorized persons after office hours, including weekends, and non-working holidays, unless authorized by DBM officials.
- Maintain daily 24-hour logbooks on the entry/exit of DBM officiats and employees.
- Maintain daily 24-hour logbooks on the antival and departure of DSM and non-D6M vehicles.
- 10. Inspect vehicles entering and leaving DBM premises.
- Control flow of traffic and direct drivers to park their vehicles properly in designated parking areas.
- 12. Secure all entry and exit points.
- 13. Prevent entry to secured/restricted areas without proper authorization/clearance.

#### V. OBSERVATIONS:

Initial ocular inspection conducted at the DBM premises showed that the present set up of guards' deployment is adequate to secure the compound. Entrance for personnel is sufficient. The working areas are well-organized.

#### VI. RECOMMENDATIONS:

To accomplish desired objectives, we proposed to perform the following control measures for such specified task. Proposed control measures shall be treated applicable to each office/facility.

#### A. SECURITY FOR HUMAN RESOURCES

1 DBM OFFICIALS

OBJECTIVE:

To ensure physical safety of the officers while they are within the premises of DBM

METHODOLOGY:

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- Provide close-in security as may be required.
- Exercise courtesy and tack at all times.
- c. Provide security assistance as may be required/instructed.

#### 2. VIP SECURITY PROTOCOL

OBJECTIVE:

To ensure physical safety of VIP's while they are within the premises of ADB.

#### METHODOLOGY

- 1) Provide close-in security as may be required
- 2) Monitors all possible access such as doors, elevators, windows
- 3) Provide security assistance as may be required
- 4) Coordinate with VIP's personal security to ensure smooth flow

#### 3. DBM EMPLOYEES

#### OBJECTIVE:

To ensure physical safety of the employees while they are within the premises of OBN

#### METHODOLOGY

- Implement strictly the "No ID No Entry rule."
- Monitor/frisk for deadly weapons, explosives, toxic chemicals, drugs, and contreband items/harm/ul materials upon reasonable grounds for suspicion, cause arrest of visitor.
- Prevent/detect any form of breach of OBM rules and regutations and, if possible, report or cause the arrest of the perpetrator/s.
- Implement strictly the "No Entry" to secured/restricted areas without proper authorization/clearance.
- Exercise tect and courtesy at all times.
- Assist employees as may be required.
- 7) Maintain logbook upon entry/exit as required.
- No entry and stay in office after office hours, including Saturdays, Sundays and Legal Holidays, unless authorized.

#### 4 DBM GUESTS/VISITORS

#### OBJECTIVE:

To provide protection to DBM guests and visitors as well as to monitor and control movement of visitors and malatenance within the premises.

#### METHODOLOGY

- implement strictly the "No ID No Entry rule."
- Monitor/inisk for deadly weapons, explosives, toxic chemicals, drugs, and contrabend items/hannful materials upon reasonable grounds for suspicion, cause arrest of visitor.
- Prevent/detect any form of breach of DBM rules and regulations and, if possible, report or cause the arrest of the perpetrator/s.
- Prevent entry to secured/restricted areas without proper authorization/clearance.
- Exercise tact and courtesy at all times.
- Assist as may be required.
- Maintain logbook.
- Prevent entry after office hours, including Saturdays, Sundays and Legal Holidays, unless authorized.
- Prohibit loitering in the premises after visitor's business is done.
- Issue visitor's slip to all non-DBM personnel, and property coordinate with the officials/employees concerned the entry of visitors.

#### B. SECURITY FOR PHYSICAL RESOURCES

#### 1 VEHICLE CONTROL

#### OBJECTIVES:

To provide an effective system of monitoring their use (recording entry/exit time of vehicle).

#### METHODOLOGY:

- Inspect vehicle entering and leaving DBM premises.
- Maintain a logbook upon the arrival and departure of vehicles of both OBM and non-DBM vehicles.
- Control flow of traffic and direct drivers to park their vehicles property in the designated parking area.
- Saleguard and protect vehicles from pilferage of accessories and other attachments.
- Require trip ticket for outgoing DBM vehicles, duly signed by the approving authorities.

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- Prohibit overnight parking for non-DBM vehicles.
- Recommend parking, and observe and follow proper traffic signs.

#### 2 FACILITIES AND BUILDING

#### OBJECTIVE

To ensure that the facilities and building as well as the perimeter barrier such perimeter fence, gates, perimeter openings and protective lighting are property secured to deter access of infinites.

#### METHODOLOGY

- Post notices at the entrance of the buildings prohibiting entry of carrying of deadly weapons.
- Deny access to restricted areas.
- Identify and record in logbook the names of the authorized persons entering the restricted area/s.
- Check that all doors and windows are closed and locked after office hours.
- Deny entry to peddlers and vendors.
- Identify the need for lighting and make necessary recommendations to address such need.
- Identify fire hazards and make necessary recommendations to prevent accidents.
- Regularly check the location and the condition of fire extinguishers and recommend safety measures.
- Regularly check the conditions of fire hydrants, hoses, and alarm systems.
- Recommend formation of fire brigades and fire drills.
- Observe that all lights are switched off, and all electrically operated office equipment are unplugged when occupants of the office are all out.
- Regularly inspect storage areas and make necessary recommendations.
- Switch on and off the security and perimeter fence lights.

#### 3. SUPPLIES AND EQUIPMENT

OBJECTIVE:

To provide effective control of incoming and outgoing supplies and equipment. METHODOLOGY

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- All outgoing DBM properties must be accompanied with the appropriate Gate Pass/documents, duly signed by the authorized signatories, indicating serial number/property number, person moving the equipment, time and date, etc.
- Personal properties shall be covered by personal property slip issued by the security detachment.
- Access to supply rooms and areas will be allowed to authorized personnel only.
- Ensure security of documents.

#### VII CONTINGENCY PLAN FOR VARIOUS RISKS (see Annex "A")

#### VII. DEPLOYMENT OF SECURITY GUARDS AND EQUIPMENT DISTRIBUTION

A. EXISTING (see Deployment Schedule)

The existing deployment should have to be adopted until the optimum security measures have been determined.

PROPOSED EQUIPMENT (see Schedule of Requirements)

#### IX. COORDINATING INSTRUCTIONS

#### A. INTERNAL COORDINATION AND COMMUNICATION

Internal coordination and communication shall be the use of two-way. Other communication gadgets maybe added as required.

#### B, COMMAND AND CONTROL

External coordination shall be through the usual landline channel.

#### C. LATERAL COORDINATION

Lateral flatsoning and coordination with adjacent police and civit authorities shall be maintained. The following are important lelephone numbers to contact in case of emergencies.

DBPSCSSI Philippine Army Explosive Ordnance Disposal Team (02) 895-94-72 (02) 893-11-13

Assistant Vice President

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SECURITY PLAN DBM

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#### ANNEX "A"

#### Annex "A" to PROPOSED SECURITY PLAN - DBM

#### Vΰ CONTINGENCY PLAN FOR VARIOUS RISKS

The following are the security plans of actions to be implemented/performed, by the security force on various

#### FIRE A.

risks

- 11 Inform the Fire Department.
- 2) 3) Know the status and location of firefighting equipment.
- Know how to operate the firefighting equipment.
- Be familiar with the location of the line exits and electrical control switches. 4)
- 5) Sound the fire alarm.
- 6) Report fire and any fire hazard.
- 7j Report inadequate water supply and detective firelighting equipment.
- 8) Recommend and assist in the formation of fire brigade.
- 9) Post eporopriale fire signs.
- 10) Assist in the evacuation of employees, records and equipment,
- In case of fire, clear driveways and pathways. 11)

#### THEFT, PILFERAGE AND BURGLARY B.

- Secure all entry and exit points. 1)
- Conduct investigation and submit a written report within 48 hours to the DBM 2) Management.
- 3) Identify witnesses, if possible.
- Apprehend culprit within the premises, secure incident area to protect evidence. 4)
- Coordinate with appropriate PNP unit (Theft and Robbery Section) and/or the PSG. 5)
- Assist in controlling violence. 6)
- Limit the number of entry to premises to as few as possible. 7)
- 8) Meintain contact with PNP.

#### TRESPASSING Ċ.

- 1) Apprehend and detain trespassers.
- Turn over trespassers to the appropriate PNP unit. 2)
- Report the incident to the management. 3)

#### HOSTAGE STUATION Ð.

- Notify PNP, DBM and all security guards. 1)
- Act as temporary negotiator to make sure that includy will be harmed until errival of the Z) expert regolizion.

#### EARTHQUAKE E.

- Prevent panic, and maintain calm. 1)
- Prevent use of elevator, and direct escape through other means of exit. 2)

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#### F. FLOOD AND TYPHOON

- 1) Prevent employees from crossing unsafe areas.
- 2) Prevent people from going out of the building if there are strong winds.
- 3) Assist in the evacuation of personnel, supplies, materials, and equipment.

#### G. COUP D'ETAT

- 1) The use of DBM properties by any group involved in the coup should not be allowed.
- Secure all properties and buildings.
- Report the incident to the management.

#### H. SABOTAGE

- 1) Cordon off the effected area to secure the evidence.
- 2) in case of explosion, help evacuate all personnel from the affected area.
- Inform the Fire Department of the incident.

#### I. SOME THREAT

- 1) immediately report the threat to the PNP.
- 2) Inform the DBM Management of the threat.
- 3) Assist in the evacuation of personnel.
- Secure the DBM property, and clear the area of any unauthorized persons.
- 5) Assist in the bomb search, if necessary.

#### J. DEMONSTRATIONS/ MASS ACTIONS

- Inform the DBM Management.
- Immediately report the said activity to the PNP.
- Maximum tolerance must be observed and maintained at all times.
- Ensure that the designated entrylexit gales are not blocked by the demonstrators.
- Non-obstructive demonstrations should be controlled for the DBM to conduct its business as normally as possible.
- Disruptive demonstrations shall be terminated in coordination with the DBM autionized personnel.

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ocation/ Station	No. of Hours	Tour of Duty	No. of Guard for CY 2017
REA 1			
Area I.A	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
trea 1.B	12 brs.	6am-6pm; Mon. to Fri-	1
REA 2		· · · · · · · · · · · · ·	
Area 2.A	16 hrs.	8 hrs/shift/daily (6am-2pm, 2pm-10pm; Mon. to Fri.)	2
Arca 2.B	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; (0pm-6am)	3
Area 2.C	12 hrs.	64m-6pm; Mon. w Fri.	1
trea 2.D	16 brs.	8 hrs/shift/daily (6em-2pm, 2pm-10pm; Mon. to Sat.)	2
Area 2.E	12 hrs.	6am-6pm; Mon. to Sat.	1
Area 2.F	16 hrs.	8 hrs./shift/daily (6am-2pm, 2pm-10pm; Mon. to Sat.)	2
Area 2.G	16 hrs.	8 hrs/shift/daily (6am-2pm, 2pm-10pm; Mon. to Sat.)	2
REA 3			
Area 3.A	24 hrs.	8 hrs/shift/daily (6an-2pm; 2pm-10pm; 10pm-6am)	3
Area 3_B	Ĵ2 hrs.	6am-6pm; Mon. to Fri.	1
Area 3.C	12 hrs.	Sam-Spin; Mon. to Fri.	1
AREA 4			
Area 4_A	16 hrs.	8 brs./shift/daily (6am-2pm; 2pm-10pm; Mon. to Sat.)	2
Area 4.B	12 hrs.	Gam-Gpm; Mon. to Fri.	1
Area 4.C	12 brs.	6am-6pm; Mon. to Pri.	<u></u>
Area 4.D	24 brs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.E	12 brs.	Gam-6pm; Mon. to Frí.	1
Area 4.F	12 lurs.	6am-6pre; Mon. 10 Fri.	
Area 4.G	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3

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Area 4.H	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.1	24 hrs.	8 hrs/shifl/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Arca 4.J	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.K	12 hrs.	6zm-6pm; daily	
AREA 5		· · · · · · · · ·	···
Area 5.A	24 hrs.	8 hrs./shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
	l	TOTAL	47

# No. of Security Guards;

# (47) Security Guards, including one (1) Detachment Commander

# Proposed Tools and Equipment:

Particulars	Quantity
. Service Firearms - Revolver cal. 38 with twelve five ammunitions each.	18 units
<ul> <li>VIIF portable handhekt radio, 200-300 Mhz with extra battery pack and battery charger</li> </ul>	24 units
, Surveillance Mirror	6 units
i. Metal Detector	24 units
. Flashlights with batteries	24 units
Tear Gas	24 units
z. Night Stick	2 units
1. Riot Shield/Truncheon and Helmet	24 units
Handcuffs	47 units
Medical Kit	47 sets
. Traffic Vest and Gloves	6 sets

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I. Raincoat	24 sets
m. Rain boots	24 pairs
n. Umbrella	24 units
o. Whistle	47 pcs.
p. Megaphone	3 units
g. Camera	3 units
r. Electronic logbook to be installed at the main entrance of DBM Buildings 1, 2 and 3 front desk	3 sets

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Section IV. General Conditions of Contract

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# 1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
  - (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this Section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the <u>SCC</u>.
  - (h) "The Procuring Entity's country" is the Philippines.
  - (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services upder this Contract and named in the <u>SCC</u>.
  - (j) The "Funding Source" means the organization named in the <u>SCC</u>.
  - (k) "The Project Site," where applicable, means the place or places named in the <u>SCC</u>.
  - (1) "Day" means calendar day.

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(m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

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(n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

# 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the <u>SCC</u>, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
    - (v) "obstructive practice" is
      - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein,
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

# 3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

#### 4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

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#### 5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

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<u>SCC</u>, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the <u>SCC</u> for GCC Clause 5.1.

# 6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

# 7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the <u>BDS</u>. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

#### 8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

#### 9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

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prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the <u>SCC</u>.
- 10.4. Unless otherwise provided in the <u>SCC</u>, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the <u>SCC</u>, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the <u>SCC</u>. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

# 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the <u>SCC</u>, the terms of payment shall be as follows:

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- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.

## 12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

#### 13. Performance Security

- 13.1. Within ten (10) calendat days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

# 14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### 15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### 16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The <u>SCC</u> Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

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- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

# 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the <u>SCC</u>. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the <u>SCC</u>. The said amounts shall only be released after the lapse of the warranty period specified in the <u>SCC</u>; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the <u>SCC</u> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity

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may have against the Supplier under the Contract and under the applicable law.

# 18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

#### 19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

#### 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

# 21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the <u>SCC</u>.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

# 22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

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- 22.2. For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have forescen, or which though forescen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

# 23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
  - (a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### 24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

# 25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

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- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
  - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
  - (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

# 27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

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- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this
     Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

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# 28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

# 29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

# 30. Application

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These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

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Section V. Special Conditions of Contract

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# **Special Conditions of Contract**

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM).
1.1(i)	The Supplier is
1.1(j)	The Funding Source is:
	The Government of the Philippines (GOP) through the authorized appropriations under the FY 2017 General Appropriations Act in the amount of Fourteen Million Seven Hundred Eighty Thousand Pesos (P14,780,000.00).
1.1(k)	The Project Site is:
	Department of Budget and Management DBM Building III, General Solano St. San Miguel, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is:
-	Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)791-2000 loc. 3115
	Contact Person: Director Andrea Celene M. Magtalas Administrative Service (AS)
	The Supplier's address for Notices is:
6.2	The DBM has the right to effect changes in the assignment/deployment of the Security Guards at any time during the contract period through a written notice to the Contractor. Likewise, the DBM may increase or decrease the number of Security Guards as may be necessary, and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
	The Contractor shall strictly comply with Section VII. Technical Specifications, as well as other DBM rules and regulations.
9	All bid prices are considered fixed prices, and are not subject to price escalation during the whole contract period, except for the following:
	<ul> <li>(i) increase in the minimum daily wage pursuant to a law or wage order issued after bid opening; and</li> </ul>

	(ii) increase in taxes, if any.
10.3	Payments shall be made within ten (10) working days upon complete submission by the Contractor of the following documents:
	<ol> <li>Daily Time Records of all Security Guards signed by the Administrative Service Director or his/her duly authorized representative;</li> </ol>
	<ol> <li>Proof of previous months' remittances to SSS, PhilHealth and Pag-IBIG, together with the transmittal sheet stamped received by the agencies concerned and other documents as may be required; and</li> </ol>
	3. Invoice of Billing or Statement of Account for the period covered.
	Thereafter, payments shall be made upon certification by the AS Director that the services were rendered by the Contractor in accordance with the terms and conditions of the Contract.
10,4	Not applicable.
10.5	Payment using EC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
15	The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:
	(a) quality of work delivered;
	(b) time management;
	(c) management and suitability of personnel;
	(d) contract administration and management;
	(e) provision of regular progress report;
	(f) attentiveness to details; and
	(g) compliance with DBM instructions and policies.
	The AS shall conduct a quarterly review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the DBM during Contract period.

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	Based on its assessment, the DBM-AS may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.
16.1	No further instructions.
17.3	Not applicable.
17.4	No further instructions.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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# BIDS AND AWARDS COMMITTEE

# NOTICE OF AWARD

April 18, 2017

#### MR. EDGAR F. CHAVEZ

President DBPSC Security Service Incorporated 2F Executive Bidg. Center Gil Puyat Avenue Makati City, Metro Manila

Dear Mr. Chavez;

We are pleased to inform you that the contract for the Project, "Security Manpower Services," is hereby awarded to your company in the amount of P13,615,734.73 for twelve (12) months.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act. No. 9184 prior to the signing of the contract.

Very truly yours,

BENJAMIN E. DIOKNO



Baselvert dy: Capt. Mexander Jun host. Gons Officer 128S/



# OMMONWEALTH INSURANCE COMPANY

SINCE 1935

10th & 19th Firs. BOO Plaza 5737 Paseo de Roxas, Malazi City Tel. Nos. 816-7526 to 31 / Fax No. 813-8675 monit: info@cic.com.ph or visit us at www.cic.com.ph TH 000-445-883-VAT

#### PERFORMANCE BOND (SURETY BOND)

G(13)A001004614 CIC No.MKT-17/0958

Performance Security pursuant to Section 39 of the Implementing Rules and Regulations of R.A. No. 91841 (For Government Project)

KNOW ALL MEN BY THESE PRESENTS:

That we

DBPSC SECURITY SERVICE INCORPORATED

2/F EXECUTIVE BUILDING CENTER, SEN. SIE PUYAT AND. COR. MAKATI AVE., MAKATI CITY, as Principal, and COMMONWEALTH INSURANCE COMPANY a consortion due organized and existing under and by virtue of the laws of the Philippines as Surely and read from bound unto

as the procuring entity//obligge in the sum of

FOUR MILLION FIGHTY - PODINTHONSAND SEVEN HUNDRED TWENTY ONE ONLY 9P± 4.084.725.00), Philippine รับเรอก<sub>ตั้งรูก</sub>ไ

for the payment of which sure, well and truly to be made, we bind ourselves, our hers, executions, administrations, successors, WHEREAS the above bounder Principal entered into executive with the tabliges for the

WHERE #8, the above-bounded Principal, DBPSC SECURITY SERVICERINCORPORATED, was gentered into a Service Agreement with the herein Obligee, DERARTMENT OF BUDGET, APD MANAGEMENT. WHEREAS, this conditioned to guarantee the faithful performance of the Principal with its obligation more particularly for the Project Security Manpower Services under Notice of Award dated April 18, 2017 which is herein attached and made part or this bond. This bond is CALLABLE ON DEMAND.

WHEREAS, the Obligestrequires apperformance security india above stated sum to secure the fail and failinful performance of the obligations of the Fincipal under the contract within the bended of las specified in the bedding documents/terms of reference pirsuagtersection 39 of the Implementing Roles and Regulations of R.A. Not 9184 and an applicational one year (1) coverage from date encompletion up to final accentance to guarantee the above bounden Pincipal shall updertake the repair works of any damage to the infrastructure on second of Regulations (IRR) of s.A. 9184 defects liability period pursuant to Section 62 of the implementing Roles and Regulations (IRR) of s.A. 9184

This bond is callable or demand. The liability of the surety company shall increase exceed the sum of PCSOS: FOUR MILLION EIGHTY-FOUR THOUSAND SEVEN NUMBRED TWENTY ONE ONEY (Enp 4,084,721,00), Policiple Currency. In case of default or failure of the Principal, the Obliges shall notify the Softety by sending the risk protoclaim with attached supporting documents to prove default or failure to comply by the Briticipal.

NOW THEREFORE, the Principal shall well and topy by the periodical. NOW THEREFORE, the Principal shall well and topy perform and fulfifial the undertakings, coverants terms, conditions, and agreements stipplated in the said contract, R.A. No. 9164 and its implementing. Rules and Regulations, then the obligation shall be null and void; otherwise, benu remained in full force and affect. The liability of the Surety underthis both shall refinate valid unit issuessed by the Obliget of the certificate of final acceptance pursuant to Section 39, IRK No. 9164, in this been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not as fibbles exercises of consenting to such extension. consenting to such extension.

IN WITNESS WHEREOF, we have secour hands againing our names of the 4th tay of May 2017 at Makati, Philippines.

CARGE STREET NWA 1295 COMMONWEALTH **DECOMPANY** TIN 000-445-883-By: DBPSC SECURITY SERVICE, INCORPORATED Øy: BIENVE EDGART CHA КMа Rea President Official Capacity SIGNED IN THE PRESENCE OF: Raymund Vincent P Amante do CIC

Big. <u>2016/36-R</u> (No.) <u>2016/36-R</u>



Republika ng Pilipinaa Republic of the Philippinas Kagawacan ng Pananalapi Department of Finance ROMISYON AG SECURO INSURANCE COMMISSION

#### КАТІВАТАЛ ЛО РАОКАМАТКАРАЛОУАВІНАЯ Сектірісате об Authority

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Alterny KATERAYAR BG PAGHAMAYKAPARGYARIHAR upong makipagnegosyo ng ihis CERTIFICATE OF SUTHORITY in transart

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araw ng Disyembre, taong dalawang libo't labing-walo day of December 2018

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> Bitang KATUSAYAR BITO, inilagda ko ang aking pengalan (in WITHESS WHEREOF, I have hereunto subscribed asy nume

at Ucinintal ang Opinyal na Tatak ng siding Tanggapan. and caused my Official Soal to be affixed,

se Lungsod ng Maynile, Ellipines. Ito ay may bisa al the City of Manila, Philippines. This becomes

simula ika-isa ng Snero 2016. effective on I January 2016.

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EMMANUEL F./DOOC Insurance Commissioner

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Commonwealth Insurance Company CERTIFIED TRUE COPY OF ORIGINAL By:



# BIDS AND AWARDS COMMITTEE

#### **Resolution No. 2017-**

**WHEREAS**, the Department of Budget and Management (DBM) Bids and Awards Committee (BAC) conducted a public bidding for the Project, "Security Manpower Services," with an Approved Budget for the Contract of P14,780,000.00 for twelve (12) months;

**WHEREAS**, on March 14, 2017, the Invitation to Bid was advertised in the Philippine Star, and posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, three (3) prospective bidders, namely: (i) DBPSC Security Service Inc.; (ii) Davao Security and Investigation Agency Inc.; and (iii) Commander Security Service Inc., responded to the said Invitation and attended the Pre-bid Conference on March 21, 2017;

**WHEREAS**, Supplemental/Bid Bulletin Nos. 1 and 2 were issued on March 28, 2017 and April 4, 2017, respectively, to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on April 11, 2017, two (2) bidders submitted their bids, namely: (i) DBPSC Security Service Inc.; and (ii) Commander Security Service Inc.;

**WHEREAS**, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the submissions of DBPSC Security Service Inc. and Commander Security Service Inc. as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial proposals, both bidders submitted an amount of P13,615,734.73. Following GPPB Circular No. 06-2005 dated August 5, 2005, a tiebreaking method was conducted through the drawing of lots wherein DBPSC Security Service Inc. drew the number one lot, and was accordingly declared as the Lowest Calculated Bid;

**WHEREAS**, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of DBPSC Security Service Inc. passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P13,615,734.73.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Security Manpower Services," be awarded to DBPSC Security Service Inc., in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

**ADOPTED**, this 18<sup>th</sup> day of April 2017 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

JOCELYN T. CENTENO

End-user Representative

DANTE B. DE CHAVEZ Member

ANDREA CELENE M. MAGTA Vice Chairperson

not present VIRGILIO A. UMPACAN, JR. B.U.D.G.E.T. Representative

DOLORES E. GA URA Member

not present AGNES JOYCE G. BAILEN Chairperson

[ ] APPROVED [ ] DISAPPROVED

C

BENJAMIN E. DIOKNO

Date:\_\_\_\_\_



# **BIDS AND AWARDS COMMITTEE**

# **NOTICE OF AWARD**

April 18, 2017

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MR. EDGAR F. CHAVEZ President DBPSC Security Service Incorporated 2F Executive Bldg. Center Gil Puyat Avenue Makati City, Metro Manila

#### Dear Mr. Chavez:

We are pleased to inform you that the contract for the Project, "Security Manpower Services," is hereby awarded to your company in the amount of P13,615,734.73 for twelve (12) months.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

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April 18, 2017

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Very truly yours,

BENJAMIN E. DIOKNO

Department of Budget	
and Management !	
<b>11</b> -33-5111	
12235	
CONTRACTOR OF	
9SEC-2017-002650	

Beceived by: Capt. Alexandr Ju Ast. Opns. Officer



# **BIDS AND AWARDS COMMITTEE**

# **NOTICE TO PROCEED**

## MR. EDGAR F. CHAVEZ

*President* DBPSC Security Service Incorporated 2F Executive Bldg. Center Gil Puyat Avenue Makati City, Metro Manila

#### Dear Mr. Chavez:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Security Manpower Services," shall commence upon receipt of this Notice to Proceed.

Very truly yours,



I acknowledge receipt and acceptance of this Notice on:
Name of Consultant and/or Representative; Other the Dave 3/23/17
Authorized Signature:
President