

**PROCUREMENT OF PRIVATE  
SECURITY SERVICES FOR  
CF-WINFORD SATELLITES  
RONQUILLO, MGO, BINONDO  
MALABON FOR THREE (3)  
YEARS UNDER ITB NO.:  
PB21-03-003WIN**

Philippine Amusement and Gaming Corporation  
(PAGCOR)

**Sixth Edition  
April 28, 2021**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** –Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*.(2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentralng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** –Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

# ***Section I. Invitation to Bid***



**INVITATION TO BID FOR PROCUREMENT OF PRIVATE SECURITY SERVICES FOR  
CF-WINFORD SATELLITES RONQUILLO, MGO, BINONDO, MALABON FOR  
THREE (3) YEARS under ITB No. PB21-03-003WIN**

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1. The Philippine Amusement and Gaming Corporation (PAGCOR), through the PAGCOR's Corporate Budget for CY 2021 intends to apply the annual Approved Budget for the Contract (ABC) of **Seventeen Million One Hundred Fifty-Two Thousand Three Hundred Thirty-Nine Pesos and 68/100 (PhP 17,152,339.68)**, VAT Exclusive, Zero-Rated Transaction, or a **total ABC for three (3) years of Fifty-One Million Four Hundred Fifty-Seven Thousand Nineteen Pesos and 04/100 (PhP51,457,019.04)**, VAT Exclusive, Zero-Rated Transaction being the total ABC to payments under the contract for the Procurement of Private Security Services for CF-Winford Satellites Ronquillo, MGO, Binondo, Malabon for three (3) years.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PAGCOR now invites bids for the above Procurement Project. Delivery of the Goods is required for a period of **three (3) years commencing from the date of receipt by the winning contractor of the Notice to Proceed**. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from PAGCOR and interested bidders may inspect and obtain further information from the Procurement Section (PS), acting as the BAC Secretariat, of PAGCOR and/or inspect the Bidding Documents at the sixth (6th) Floor, Accounting Office, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila during office hours of PAGCOR from 9:00 a.m. to 5:00 p.m.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 28, 2021 (Wednesday) to May 18, 2021 (Tuesday)** from the given address and website(s) below upon payment of **Fifty Thousand Pesos (PhP50,000.00)** for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.

PAGCOR shall allow the bidder to present its proof of payment for the fees either in person, by facsimile, or through electronic means.

Prospective bidders may also download the Bidding Documents free of charge from [www.pagcor.ph](http://www.pagcor.ph) and [www.philgeps.gov.ph](http://www.philgeps.gov.ph) and may be allowed to submit bids provided that bidders pay the applicable fee of the Bidding Documents not later than the deadline for the submission and receipt of bids.

In effecting payment for the Bidding Documents, prospective bidders shall present either the Payment Slip, which may be secured from the PS, or a copy of this Invitation to Bid (ITB) to PAGCOR's Cashier, located at the Third (3<sup>rd</sup>) Floor, Human Resource Section Office, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila.

6. The PAGCOR will hold a **Pre-Bid Conference on May 6, 2021 (Thursday), 10:00 a.m. at the Conference Room, third (3<sup>rd</sup>) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **May 18, 2021 (Tuesday), 10:00 a.m. at the Conference Room, Third (3<sup>rd</sup>) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 18, 2021 (Tuesday), 10:00 a.m. onwards at the Conference Room, Third (3<sup>rd</sup>) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders shall bear all costs associated with the preparation and submission of their bids, and PAGCOR will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that PAGCOR will accept bids only from those that have paid the applicable fee for the Bidding Documents.

PAGCOR assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Casino Filipino- Winford Branch Bids and



Awards Committee (BBAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
  - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
11. The PAGCOR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:
- Jaclynn A. Alvarado – Procurement Officer I  
Procurement Section *CF-Winford*, Sixth (6th) Floor, Accounting Office  
*Ronquillo Satellite, 561 Ronquillo St. corner Rizal Avenue Sta. Cruz Manila*  
Jaclynn.Alvarado@pagcor.ph  
Tel Nos.: 8623-0497  
www.pagcor.ph
13. You may visit the following websites:
- For downloading of Bidding Documents: [www.pagcor.ph](http://www.pagcor.ph) or [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

Date of Issue: April 28, 2021

(SGD)

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**JOCELYN G. SORIANO**  
Chairperson  
BRANCH BIDS AND AWARDS COMMITTEE  
(BBAC)  
CASINO FILIPINO- WINFORD

/jaa

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, Philippine Amusement and Gaming Corporation (PAGCOR), wishes to receive Bids for the Supply and Delivery of Food and Beverages for Employees for Ronquillo Satellite for Three (3) Years under ITB No. PB21-03-003WIN **with an annual ABC of Seventeen Million One Hundred Fifty-Two Thousand Three Hundred Thirty-Nine Pesos and 68/100 (PhP 17,152,339.68)**, VAT Exclusive, Zero-Rated Transaction, or a **total ABC of Fifty-One Million Four Hundred Fifty-Seven Thousand Nineteen Pesos and 04/100 (PhP51,457,019.04) for three (3) years**, VAT Exclusive, Zero-Rated Transaction

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 in the annual ABC of Seventeen Million One Hundred Fifty-Two Thousand Three Hundred Thirty-Nine Pesos and 68/100 (PhP 17,152,339.68), VAT Exclusive, Zero-Rated Transaction, or a total ABC for three (3) years of Fifty-One Million Four Hundred Fifty-Seven Thousand Nineteen Pesos and 04/100 (PhP51,457,019.04), VAT Exclusive, Zero-Rated Transaction.

2.2. The source of funding is the Corporate Operating Budget – PAGCOR’s Corporate Budget for CY 2021.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, Conference Room, Third (3<sup>rd</sup>) Floor, CF-Winford, Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

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

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

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

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the date of the Submission, Opening and Preliminary Examination of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened

or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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



## **Section III. Bid Data Sheet**

<b>ITB Clause</b>			
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. Private Security Agency (PSA)/Security Services; and</li> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ol>		
7.1	No portion of the contract shall be sub-contracted.		
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project at the following project sites: <ol style="list-style-type: none"> <li>1) Ronquillo Satellite, 561 Ronquillo Street corner Rizal Avenue Sta. Cruz, Manila;</li> <li>2) Manila Grand Opera Satellite, 925 Doroteo Jose Street, Sta Cruz, Manila;</li> <li>3) Binondo Satellite, Lai Lai Hotel, 801 Ongpin Street corner Sabino Padilla Street, Binondo, Manila; and</li> <li>4) Malabon Satellite, 110 Mac Arthur Highway, Barangay Potrero, Malabon City.</li> </ol>		
14.1	Bidders shall submit a Bid Securing Declaration or a Bid security issued in favor of PAGCOR in any of the prescribed form and amount:		
	<p>a) <b>Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</b></p> <p>b) <b>Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</b></p> <p style="text-align: center;"><b>[at least Two Percent (2%) of the annual ABC]</b></p>	<p>c) <b>Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</b></p> <p style="text-align: center;"><b>[at least Five Percent (5%) of the annual ABC]</b></p>	<p style="text-align: center;"><b>Bid Securing Declaration as provided in Section IX hereof (Bidding Forms)</b></p> <p style="text-align: center;"><b>[No percentage required]</b></p>
	PhP1,029,144.48	PhP2,572,850.95	
19.3	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient to the total ABC of the contract to be awarded to the Bidder. The ABC is amounting to <b>Fifty-One Million Four Hundred Fifty-Seven Thousand Nineteen Pesos and 04/100 (PhP51,457,019.04)</b>.</p>		

20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid (LCB)/Single Calculated Bid (SCB), the Bidder shall submit the following:</p> <ol style="list-style-type: none"> <li>1. In case the bidder is registered in PhilGEPS under the Blue membership category, a valid PhilGEPS Registration Certificate; and</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS),</li> </ol> <p>In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</li> <li>2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening &amp; Preliminary Examination of Bids.</li> </ol> <p>No additional licenses and permits shall be required from the bidder having the LCB/SCB</p>
21.2	No additional requirement.

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

<b>GCC Clause</b>	
1	No further instructions.
2.2	The terms of payment shall be as follows:  PAGCOR shall pay the CONTRACTOR a monthly service fee in the, for the monthly services of fifty-seven (57) security guards, payable in two (2) tranches, within seven (7) working days from receipt of the CONTRACTOR's billing every 15th and 30th of the month.
4	The inspections and tests that will be conducted are detailed as follows: Not Applicable.

# Section VI. Schedule of Requirements

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

Procurement of Private Security Services for CF-Winford Satellites Ronquillo, MGO, Binondo, Malabon for three (3) years under ITB No. PB21-03-003WIN.

Item No.	Description	Quantity	Delivered, Weeks/Months																								
1	<p>Procurement of Private Security Services for CF-Winford Satellites Ronquillo, MGO, Binondo, Malabon for three (3) years</p> <p><b>Manpower Requirement:</b></p> <table border="1"> <thead> <tr> <th>Location/ Satellite</th> <th>No. of SG</th> <th>No. of LG</th> <th>No. of Guards</th> </tr> </thead> <tbody> <tr> <td>Ronquillo Satellite</td> <td>6</td> <td>8</td> <td>14</td> </tr> <tr> <td>Malabon Satellite</td> <td>21</td> <td>9</td> <td>30</td> </tr> <tr> <td>Manila Grand Opera Satellite</td> <td>4</td> <td>3</td> <td>7</td> </tr> <tr> <td>Binondo Satellite</td> <td>3</td> <td>3</td> <td>6</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td></td> <td><b>57</b></td> </tr> </tbody> </table>	Location/ Satellite	No. of SG	No. of LG	No. of Guards	Ronquillo Satellite	6	8	14	Malabon Satellite	21	9	30	Manila Grand Opera Satellite	4	3	7	Binondo Satellite	3	3	6	<b>TOTAL</b>			<b>57</b>	1 Lot	<p>For a period of Three (3) Years commencing from the date of receipt by the winning supplier/contractor of the Notice to Proceed.</p> <p>Before actual deployment of the Security Guards, he/she must undergo and complete/pass the following within a period of thirty (30) calendar days from the date of receipt of the Notice to Proceed (NTP) or upon recommendation of the end-user:</p> <ul style="list-style-type: none"> <li>• Screening, written examination and interview at ESS, SD, CF-Winford;</li> <li>• Neuro-Psychiatric (NP) Test conducted by a PAGCOR accredited NP Testing Center</li> <li>• Drug Test conducted by a PAGCOR accredited Drug Testing Center</li> <li>• Medical examination certified by a PAGCOR accredited hospital/clinic to be physically fit/healthy and free from any contagious disease/sickness</li> <li>• Orientation Seminar/On-the-Job Training</li> </ul>
Location/ Satellite	No. of SG	No. of LG	No. of Guards																								
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Manila Grand Opera Satellite	4	3	7																								
Binondo Satellite	3	3	6																								
<b>TOTAL</b>			<b>57</b>																								

**CONFORME:**

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position of Authorized Rep.)*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*



## **Section VII. Technical Specification**

<b>Specification</b>	<b>Statement of Compliance</b>
<p>Procurement of Private Security Services for CF-Winford Satellites Ronquillo, MGO, Binondo, Malabon for three (3) years under ITB No. PB21-03-003WIN</p>	<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. <b>Bidders should likewise indicate the “BRAND” to be offered, if item to be offered is branded. Otherwise, indicate “UNBRANDED / GENERIC”.</b> Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of <b>ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</b></p>

**Procurement of Private Security Services for CF-Winford Satellites Ronquillo, MGO, Binondo, Malabon for three (3) years**

QTY.	Description	Statement of Compliance																								
<b>One (1) Lot</b>	<p><b>I. Manpower Requirement:</b></p> <table border="1" data-bbox="328 443 1011 1149"> <thead> <tr> <th data-bbox="328 443 571 555">Location/Satellite</th> <th data-bbox="571 443 724 555">Number of SG</th> <th data-bbox="724 443 858 555">Number of LG</th> <th data-bbox="858 443 1011 555">No. of Guards</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 555 571 667">Ronquillo Satellite</td> <td data-bbox="571 555 724 667">6</td> <td data-bbox="724 555 858 667">8</td> <td data-bbox="858 555 1011 667">14</td> </tr> <tr> <td data-bbox="328 667 571 779">Malabon Satellite</td> <td data-bbox="571 667 724 779">21</td> <td data-bbox="724 667 858 779">9</td> <td data-bbox="858 667 1011 779">30</td> </tr> <tr> <td data-bbox="328 779 571 891">Manila Grand Opera Satellite</td> <td data-bbox="571 779 724 891">4</td> <td data-bbox="724 779 858 891">3</td> <td data-bbox="858 779 1011 891">7</td> </tr> <tr> <td data-bbox="328 891 571 1093">Binondo Satellite</td> <td data-bbox="571 891 724 1093">3</td> <td data-bbox="724 891 858 1093">3</td> <td data-bbox="858 891 1011 1093">6</td> </tr> <tr> <td colspan="3" data-bbox="328 1093 858 1149" style="text-align: center;"><b>TOTAL</b></td> <td data-bbox="858 1093 1011 1149" style="text-align: center;"><b>57</b></td> </tr> </tbody> </table> <p><b>Note:</b></p> <p><i>PAGCOR may, at any time, whenever the need arises, require the assignment of security guards, from the number provided in this procurement, to guard its mobile assets and the transportation thereof and /or assigned at venues/ locations other than those described above.</i></p> <p><i>The Contractor must provide a day-off reliever for the weekly rest period of PSA Guards.</i></p>	Location/Satellite	Number of SG	Number of LG	No. of Guards	Ronquillo Satellite	6	8	14	Malabon Satellite	21	9	30	Manila Grand Opera Satellite	4	3	7	Binondo Satellite	3	3	6	<b>TOTAL</b>			<b>57</b>	
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	<p><b>I. Qualifications of the Private Security Agency (PSA) and its Security Guard Personnel</b></p> <p><b>A. AGENCY</b></p> <p>1. Must be able to provide/post the required security guards per shift, per day, seven (7) days a week, three hundred sixty-five (365) days a year.</p>																									

	<p>2. Must have a main office or sub-office/s within the location. Office/s should be well-equipped, i.e. with adequate office equipment, staff, means of communication, vehicles for transportation and other essential security paraphernalia.</p>	
	<p>3. Must provide its personnel (SG/LG) posted on post requiring firearms with one (1) licensed and serviceable 9mm pistol with one (1) basic load of ammunition and/or 12gauge shotgun with basic load of ammunition (recognized and legitimate brand). SG posted at the lobby or frontage of the above venues/locations must be equipped with 12gauge semi-automatic shotgun.</p>	
	<p>4. Must ensure that no firearms produced by unauthorized/unlicensed manufacturer shall be issued/ used by its SG/LG and must conduct firearms training once every semester.</p>	
	<p>5. PAGCOR may increase, in accordance with the law, or decrease, the number of security guards, or require the rendition of overtime work, depending on the exigencies of the service, and accordingly adjust the monthly payment.</p>	
	<p>6. Must provide PAGCOR with the security personnel services, equipment and supplies which shall include but not limited to the following:</p> <p><b>a. <u>SECURITY PERSONNEL (SG/LG):</u></b></p> <ul style="list-style-type: none"> <li>- Strictly adhere with <i>R.A. 5487</i> particularly on <i>RULE X "Professional</i></li> </ul>	

*Conduct and Ethics” and RULE XIII  
“Power and Duties”*

- Other related/tasks as maybe required/  
directed by PAGCOR.

**b. EQUIPMENT AND SUPPLIES:**

- Logbook with serialized pages
- Standard Flashlight
- Medical Kit
- Rain Coat/Boots
- Umbrella
- Clear Rain Cap Cover for Pershing  
Caps
- Optical Wand
- Reflectorized Traffic Vest, Gloves and  
other traffic devices
- Plastic Search Stick
- White Hand Gloves
- Handheld Metal Detector
- Handheld Radio Communication, with  
base radio with license, in every  
location and UHF with complete  
accessories (with earpiece)
- Standby four (4) wheel vehicle and/or  
Motorcycle in good running condition  
(with fuel)
- Police Bicycle
- One (1) unit Megaphone in every  
satellite
- One (1) unit rechargeable Fog light in  
every satellite
- K9 Bomb Detection Dog w/ handler  
(when the need arise)
- Fire suit, to include the following items:

	<ul style="list-style-type: none"> <li>➤ Hard hat</li> <li>➤ Gas mask</li> <li>➤ Fireman suit</li> <li>➤ Boots</li> <li>➤ 12V Rechargeable Halogen flashlight</li> </ul>	
	7. Must promptly act on PAGCOR's concerns and complaints to the satisfaction of the latter.	
	8. Must replace its SG/LG reported by PAGCOR not performing his/her duties and responsibilities satisfactorily	
	9. Must provide an equally trained and competent substitute in the absence of any of its regular SG/LG immediately.	
	10. Must warrant to comply with its obligations as employer under the Labor Code, its implementing rules, regulations and all other applicable laws and regulations. Non-compliance therein shall be for its exclusive risk and responsibility.	
	11. Must provide PAGCOR with a copy of the proof of remittance to Social Security System (SSS), Philippine Health Insurance Corporation (Philhealth), PAG-IBIG or Home Development Mutual Fund (HDMF) and other amount due to the government.	
	12. Must agree to protect and exercise due care and proper handling of properties of PAGCOR during the performance of its work.	
	13. Must agree to be jointly and severally liable for any damage to PAGCOR and to third person, loss breakage or destruction of properties as a consequence of their (CONTRACTOR and its SG/LG) willful intent or negligence in the performance of obligation and to indemnify PAGCOR through replacement with its equivalent or payment of the same.	

	14. Must be held liable in case of theft, robbery or any loss involving its SGs/LGs with PAGCOR.	
	15. Must agree to replace, repair or retribute any loss of PAGCOR's property involving its SGs/LGs.	
	16. Must be willing to spend training/seminar to improve the knowledge of SGs/LGS.	
	17. Must not hold PAGCOR liable for any legal or personal claims of its SG/LG.	
	<p>18. The CONTRACTOR shall inform PAGCOR and prepare Supplemental Schedule of Payment and the corresponding additional or replacement Performance Security and Surety Bond, if necessary, in case of amendments to present minimum wage and cost of living allowance, SSS, Philhealth, Employees' Compensation (EC) and PAG-IBIG premiums and all other similar amendments after the signing of the contract, by subsequent government decrees or orders, and submit the same to PAGCOR together with a copy of the government decree or order mandating the increase.</p> <p>Upon PAGCOR's verification of and conformity to the Supplemental Schedule of Payment, additional Performance Security and Surety Bond, if any, and the government decree or mandating the increase, the Supplemental Schedule of Payment shall form part of the Service Contract amendment thereto.</p>	
	<p>19. Must conduct regular monthly inspection of its SG/ LG on site to check on their equipage and insure presentability of their uniforms.</p> <p>Must provide at its own expense, deploys a competent inspector twice a week to the PAGCOR office to check and monitor performance of its detailed guards and to ensure compliance with security procedures, rules, and regulations. PAGCOR should be informed of the results of the inspection conducted through a written report.</p>	

	<p>20. The testing/training of its SG/ LG shall be for the account of the CONTRACTOR.</p>	
	<p>21. The CONTRACTOR's SGs/LGs shall be under the direct operational control and supervision of the CONTRACTOR's Shift-In-Charge (SIC), who in turn shall coordinate with External Security Section (ESS), Security Division (SD) of the concerned branch/location.</p>	
	<p>22. The CONTRACTOR shall be responsible for ensuring that its SGs/LGs render efficient and effective guard duties. PAGCOR shall not evaluate the individual performance of the SGs/LGs, but of the CONTRACTOR's service as a whole. Any poor or below standard performance shall be brought to the attention of the CONTRACTOR's SIC for appropriate corrective action. The SIC shall then inform the ESS, SD, in writing, of the course of action undertaken.</p>	
	<p>23. Since the CONTRACTOR's SGs/LGs are not regular employee of PAGCOR, they shall not be subject to the disciplinary jurisdiction of PAGCOR. The offense/violation committed shall constitute a breach in the contract entered into between the CONTRACTOR and PAGCOR. PAGCOR shall communicate to the CONTRACTOR all instances of breach. In case of serious and substantial breach, PAGCOR shall demand from the CONTRACTOR appropriate action within reasonable period. Failure of the CONTRACTOR to correct the situation shall furnish grounds for the imposition of penalties and fines to answer for or reimburse PAGCOR for any damage it may have suffered or for rescinding the contract.</p>	
	<p>24. When the CONTRACTOR's SGs/LGs have committed a serious offense, which includes but is not limited to Crimes Against Property (Robbery, Theft, Arson and Malicious Mischief) and Crimes Against persons</p>	

	<p>(Parricide, Murder, Homicide, and Physical Injuries) against PAGCOR, its employees and casino customers, he or she shall be properly referred to the PNP augmentations for proper investigation and disposition. This procedure is without prejudice to PAGCOR's own investigation and other action necessary to protect its rights under the circumstances.</p>									
	<p>25. The CONTRACTOR shall enumerate how much they will pay each guard (e.g. payroll register or payslip) during contract implementation. Salaries should be distributed thru Automated Teller Machine (ATM) Cards.</p>									
	<p>26. The CONTRACTOR shall deliver the salary of the security guards on a timely and regular basis.</p> <ul style="list-style-type: none"> <li>• Every 5<sup>TH</sup> day of the month-for the preceding month dates 16-30 (31) cut off;</li> <li>• Every 20<sup>th</sup> of month-for the current month dates 1-15 cut-off.</li> </ul>									
<p><b>B. PERSONNEL</b></p>										
	<table border="1"> <tr> <td data-bbox="325 1361 536 1435">Educational Attainment</td> <td data-bbox="536 1361 1010 1435">At least college level</td> </tr> <tr> <td data-bbox="325 1435 536 1509">Height</td> <td data-bbox="536 1435 1010 1509">At least 5'7" for male; at least 5'3" for female</td> </tr> <tr> <td data-bbox="325 1509 536 1568">Age</td> <td data-bbox="536 1509 1010 1568">Preferably 21 to 38 years old</td> </tr> <tr> <td data-bbox="325 1568 536 1825">Built</td> <td data-bbox="536 1568 1010 1825">Proportionately built and presentable; Body tattoos shall not be prominent; Further, cosmetic/aesthetic tattoos for lady guards include eyebrow, eyeliner and lip tattoos shall be acceptable.</td> </tr> </table>	Educational Attainment	At least college level	Height	At least 5'7" for male; at least 5'3" for female	Age	Preferably 21 to 38 years old	Built	Proportionately built and presentable; Body tattoos shall not be prominent; Further, cosmetic/aesthetic tattoos for lady guards include eyebrow, eyeliner and lip tattoos shall be acceptable.	
Educational Attainment	At least college level									
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Age	Preferably 21 to 38 years old									
Built	Proportionately built and presentable; Body tattoos shall not be prominent; Further, cosmetic/aesthetic tattoos for lady guards include eyebrow, eyeliner and lip tattoos shall be acceptable.									
	<p>1. Must have a valid SG License.</p>									
	<p>2. Must be a valid holder of National Telecommunications Commission (NTC)</p>									



	Operator's Certificate (Restricted Radiotelephone Land Mobile (RRLM))	
	3. Must have completed the Philippine National Police-Supervisory Office for Security and Investigation Agency (PNP-SOSIA) prescribed Basic SG Pre-Licensing Training (Training Certificate authenticated by SOSIA, Chief Records Branch must be presented)	
	4. Must have a full knowledge of the Basic Guard Functions.	
	5. Must have undergone firearms training, certified to be under the supervision of SOSIA.	
	6. Must undergo and completed/passed the following before deployment: <ul style="list-style-type: none"> <li>• Updated/Renewed National Bureau of Investigation (NBI) Clearances and others basic requirements (Birth Certificate, Scholastic Records/Transcript of Records, Barangay Clearances, Local Police Clearance, PNP/DI Clearances and Court/Fiscal Clearances)</li> <li>• Screening, written examination and interview at branch/facility concerned;</li> <li>• Neuro-Psychiatry NP Test conducted by a PAGCOR accredited NP Testing Center</li> <li>• Drug Test conducted by a PAGCOR accredited Drug Testing Center</li> <li>• Medical examination certified by a PAGCOR accredited hospital/clinic to be physically fit/healthy and free from any contagious disease/sickness</li> <li>• Orientation &amp; OJT.</li> </ul>	
	7. Must have a fresh set of prescribed SG uniform and complete paraphernalia as prescribed/ authorized by SOSIA: <ul style="list-style-type: none"> <li>• Headgear (overseas cap: Navy Blue with gold lining for SG; Navy Blue with metal patch for LG)</li> <li>• Collar Device</li> <li>• Neck tie and Clip (Navy Blue)</li> <li>• Name Cloth</li> <li>• Agency/Unit Name Cloth</li> </ul>	

	<ul style="list-style-type: none"> <li>• Shoulder Patch (PADPAO-left Shoulder; Agency Right Shoulder)</li> <li>• Security Badge</li> <li>• Security Agency Identification Card</li> <li>• Sam Brown Belt (Black nylon with buckle, holster and ammo. Pouch)</li> <li>• Garrison Belt (with brush buckle)</li> <li>• Night stick with Holster</li> <li>• Black Shoes (SG low cut with black socks: LG with heels)</li> <li>• Standard Whistle</li> <li>• Blue Lanyard</li> <li>• White undershirt without collar</li> <li>• Straight Cut Navy Blue Rouser</li> <li>• Long Sleeve White Polo</li> </ul>	
<b>Additional Terms and Conditions:</b>		
	1. Overtime pay, which shall be computed separately, shall be for the account of PAGCOR.	
	2. For accounting purposes, deductions of the billings of the CONTRACTOR pertinent to SG's/ LG's absences shall be based on the existing daily labor rate.	
	3. PAGCOR's undertaking to pay the CONTRACTOR shall be confined to the aforesaid schedule. It shall not be obliged to pay the CONTRACTOR's SG/ LG any remuneration except as indicated in the service contract.	
	4. The terms of the proposed Service Contract shall be for three (3) years. During the said period, the contract may be terminated on good and valid cause, such as, but not limited to, violation of any of the terms and conditions of the Service Agreement, labor disputes which may substantially affect the operation of PAGCOR, default or breach made of any such conditions, whether judicially or extra-judicially upon thirty (30) days written notice of the CONTRACTOR.	
	5. PAGCOR reserves the right to require the submission of clearances from DOLE, SSS,	

	<p>Philhealth, PAG-IBIG or Monthly Disposition Report (MDR) anytime during contract implementation to ensure continuing compliance with the labor laws and other social legislation.</p>	
	<p>6. The CONTRACTOR shall provide to PAGCOR the National Bureau of Investigation (NBI) Clearances and Licenses of all SGs/LGS assigned to PAGCOR within thirty (30) calendar days from the date of receipt by the winning supplier of the Notice to Proceed.</p>	
	<p>7. Performance Assessment/ Evaluation</p> <ul style="list-style-type: none"> <li>• The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following performance criteria: <ul style="list-style-type: none"> <li>a) Quality of service delivered</li> <li>b) Time management</li> <li>c) Management and suitability of personnel</li> <li>d) Contract administration and management</li> <li>e) Provision of regular progress report</li> <li>f) Attentiveness and presence of mind of guards on duty</li> <li>g) Compliance with PAGCOR instruction and policies</li> </ul> </li> </ul> <p>The above criteria shall be used to assess/evaluate annually the performance of the Security Agency and its Security Personnel as basis for the continuity of the Contract.</p>	
<p><b>ADDITIONAL REQUIREMENTS:</b></p> <p>The bidder must submit the following during the opening of Bids:</p>		
	<p>1. Valid License to Operate (LTO), regular not temporary.</p>	

	<p>2. At least three (3) Certificates of Competency from Present or from the past three (3) years Clientele.</p>	
	<p>3. Copy of the latest Monthly Disposition Report duly stamped received by PNP-SOSIA or any proof of submission by way of courier services like LBC, JRS, etc. (as per memo of PNP-SOSIA dated May 29, 2020 in view of the Covid-19 pandemic).</p>	
	<p>4. Copies of the latest SSS Contribution List and Payment Returns (as of the previous quarter).</p>	

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid through their duly authorized representatives.

All envelopes shall:

- a. contain the name of the contract to be bid in **capital letters**;

**PROCUREMENT OF PRIVATE SECURITY SERVICES FOR CF-WINFORD SATELLITES RONQUILLO, MGO, BINONDO, MALABON FOR THREE (3) YEARS**

- b. bear the name and address of the Bidder in capital letters;

- c. be addressed to PAGCOR's BAC with the following details:

**BRANCH BIDS AND AWARDS COMMITTEE (BBAC)  
CASINO FILIPINO-WINFORD  
PHILIPPINE AMUSEMENT AND GAMING CORPORATION**

- d. bear the specific identification of this bidding process indicated in the **ITB** Clause 21; **ITB No.: PB21-03-003WIN**; and

- e. bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids, in accordance with **ITB** Clause 21.

A sample diagram of the sealing and marking of Bid Envelopes is provided under Section IX (Bidding Forms).

## I. TECHNICAL COMPONENT ENVELOPE

### ***Class "A" Documents***

#### *Legal Documents*

- Valid and updated PhilGEPS Certificate of Registration and Platinum Membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, if registered under the Platinum category; Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated;

**OR**

In case any of the eligibility documents submitted to PhilGEPS is not updated, combination of a PhilGEPS Certificate of Registration and Platinum Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives; **AND/OR**
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184; **AND/OR**

3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND/OR**
4. Audited Financial Statements (AFS), stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

Provided that the winning bidder are obliged to notify PAGCOR that it was able to ensure that all the aforesaid eligibility documents are current and updated in PhilGEPS at the earliest possible time but not later than the issuance of the Notice to Proceed (NTP).

OR;

In lieu of the PhilGEPS Certificate of Registration and Platinum Membership, bidders shall submit all of the proceeding valid and/or updated Class "A" Eligibility Documents; Provided that the bidder having the LCB/SCB submit/s a valid and updated PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the LCB/SCB during the post-qualification process

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures, DTI Registration Certificate for sole proprietorship, or CDA Registration Certificate for cooperatives; **AND/OR**
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184; **AND/OR**

3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND/OR**
4. AFS stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

The Statement of all On-going and Completed Government and Private Contracts shall indicate for each contract, the following:

- name of the contract;
- date of the contract;
- contract duration;
- owner's name and address;
- kinds of goods;
- amount of contract and value of outstanding contracts;
- date of delivery (please state estimated date of delivery)

- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;

The statement identifying the Single Largest Completed Contract (SLCC) shall indicate for each contract, the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) contract duration;
- (d) owner's name and address;
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;



- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user's acceptance or official receipt(s) or sales invoice issued for the contract, which shall be attached to the statement of SLCC.

The Bidder must have completed, within the last **three (3) years** prior to the deadline for the Submission and Receipt of Bids, a single contract that is similar to the project, equivalent to at least **fifty percent (50%)** of the total ABC in the amount of **Twenty-Five Million Seven Hundred Twenty-Eight Thousand Five Hundred Nine Pesos and 52/100 (PhP 25,728,509.52)**.

For this purpose, similar contracts shall refer to: **Private Security Agency (PSA)/Security Services**

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement to the Statement Identifying the SLCC.

Bidders are also required to Include in the aforesaid Statement of All On-going Government and Private Contracts and Statement Identifying the SLCC the following information:

- a) Contact Person; and
- b) Contact Details (telephone/fax/cellphone number and/or email address)

- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

**OR;**

Original copy of Notarized Bid Securing Declaration; **and**

- (i) Conformity with the Schedule of Requirements (Section VI);
- (j) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of

Bids is different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (e.g., *original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable*)

### Financial Documents

- (l) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

The amount of the NFCC computation is **Fifty-One Million Four Hundred Fifty-Seven Thousand Nineteen Pesos and 04/100 (PhP51,457,019.04)**.

Bidders must submit a computation of its NFCC, which must be at least equal to the sum of the ABC of lots participated, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

### **OR;**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the total ABC to be bid if issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

The amount of the committed line of credit is **Five Million One Hundred Forty-Five Thousand Seven Hundred One Pesos and 90/100 (5,145,701.90)**.

### ***Class "B" Documents***

- (n) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

#### **OR:**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

In case any of the eligibility documents submitted to PhilGEPS by any of the partners of the joint venture is not updated, a combination of a valid PhilGEPS Certificate of Registration and Platinum Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
3. Valid Tax Clearance Certificate; and
4. AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

In the event that one of the partners of the joint venture does not have a valid and updated PhilGEPS Certificate of Registration and Platinum Membership, then it shall submit the following eligibility documents:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
3. Valid Tax Clearance Certificate; and
4. AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

- (o) Valid License to Operate (LTO), regular not temporary;
- (p) At least three (3) Certificates of Competency from Present or from the past three (3) years Clientele;
- (q) Copy of the latest Monthly Disposition Report duly stamped received by PNP-SOSIA or any proof of submission by way of courier services like LBC, JRS, etc. (as per memo of PNP-SOSIA dated May 29, 2020 in view of the Covid-19 pandemic); and
- (r) Copies of the latest SSS Contribution List and Payment Returns (as of the previous quarter).

## **24 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form;

**And**

- (b) Original of duly signed and accomplished Price Schedule(s).

All financial bids shall be VAT Exclusive, Zero-Rated Transaction and rounded up to two (2) decimal places.

Bidders are required to provide separate financial bids for each lot participated which shall be submitted in separate envelopes enclosed in the Second (2<sup>nd</sup>) Bid Envelope (Financial Component).



## ***Section IX. Bidding Forms***

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# BID FORM

Date : \_\_\_\_\_  
Project Identification No. \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*  
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agent Currency, Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None" ) ]

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

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

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

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

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

Name:

---

Legal capacity:

---

Signature:

---

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

## For Goods Offered From Within the Philippines

**Kindly supply the required information in the spaces provided. Do not forget to indicate the "Country of Origin" of the goods offered. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number \_ . Page \_\_\_\_ of \_\_\_\_\_.

Description		
DAILY WAGE		PhP 537.00
COLA		-
<b>DIRECT LABOR COST</b>		
	Average pay per month	17,622.55
	13th month pay	1,361.15
	Night differential	587.42
	5 days incentive pay	223.75
	<b>TOTAL AMT DIRECTLY TO SG</b>	<b>PhP 19,794.87</b>
<b>INDIRECT LABORCOST</b>		
	SSS Premium	PhP 1,572.50
	Philhealth	308.39
	PAG-IBIG Premium	100.00
	ECC	30.00
	<b>TOTAL</b>	<b>PhP 2,010.89</b>
	<b>TOTAL AMT TO GOV'T &amp; SECURITY GUARD</b>	<b>PhP 21,805.76</b>
<b>OPERATING COST</b>		
	Administrative Overhead & Margin	PhP
	CONTRACT RATE/MONTH/GUARD	PhP
	No. of Guards	<b>57</b>
	Monthly Cost	PhP
	Yearly Cost	PhP
	<b>TOTAL COST FOR THREE (3) Years</b>	PhP



---

**Amount in Words Grand Total Cost for ONE (1) YEAR**  
(VAT-Exclusive, Zero-Rated transaction)

---

**Amount in Words of Grand Total Cost for THREE (3) YEARS**  
(VAT-EXCLUSIVE, Zero-Rated transaction)

\_\_\_\_\_  
*[Signature of the Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position  
of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*

**\*BIDDERS SHALL NOT ALTER THIS FORM**

# DRAFT SERVICE CONTRACT

This SERVICE CONTRACT (the "Contract") is entered into and executed by and between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**, a government-owned and controlled corporation, created and existing pursuant to Presidential Decree 1869, as amended, with office address at PAGCOR Executive Office, 5F New World Manila Bay Hotel, M.H. Del Pilar corner Pedro Gil Sts., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, \_\_\_\_\_, hereinafter referred to as "**PAGCOR**";

- and -

\_\_\_\_\_, a corporation duly organized and existing or sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented in this act by its \_\_\_\_\_, \_\_\_\_\_, hereto attached as Annex "A", hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**".

## RECITALS:

WHEREAS, PAGCOR has a requirement for the Procurement of Private Security Services for CF-Winford Satellites Ronquillo, MGO, Binondo, Malabon for three (3) years under ITB No.PB21-03-003WIN (hereinafter referred to as the "Services");

WHEREAS, PAGCOR conducted a public bidding in accordance with Republic Act 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations on \_\_\_\_\_ for the procurement of the Services;

WHEREAS, the CONTRACTOR has submitted the lowest/single calculated responsive bid for the Services;

WHEREAS, PAGCOR has accepted the bid of the CONTRACTOR, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for an in consideration of the mutual covenants and agreements hereunder specified, PAGCOR and the CONTRACTOR hereby enter into this Service Contract, under the following terms, conditions and stipulations:

## ARTICLE I SCOPE OF UNDERTAKING

The CONTRACTOR shall provide the Services to PAGCOR in accordance with the following specifications:

<b>Procurement of Private Security Services for CF-Winford Satellites Ronquillo, MGO, Binondo, Malabon for three (3) years</b>			
Description			
<b>II. Manpower Requirement:</b>			
<b>Location/Satellite</b>	<b>Number of SG</b>	<b>Number of LG</b>	<b>No. of Guards</b>
Ronquillo Satellite	6	8	14
Malabon Satellite	21	9	30
Manila Grand Opera Satellite	4	3	7
Binondo Satellite	3	3	6
<b>TOTAL</b>			<b>57</b>
<b>Note:</b>			
<p><i>PAGCOR may, at any time, whenever the need arises, require the assignment of security guards, from the number provided in this procurement, to guard its mobile assets and the transportation thereof and /or assigned at venues/ locations other than those described above.</i></p> <p><i>The Contractor must provide a day-off reliever for the weekly rest period of PSA Guards.</i></p>			
<b>II. Qualifications of the Private Security Agency (PSA) and its Security Guard Personnel</b>			
<b>C. AGENCY</b>			
<p>27. Must be able to provide/post the required security guards per shift, per day, seven (7) days a week, three hundred sixty-five (365) days a year.</p>			
<p>28. Must have a main office or sub-office/s within the location. Office/s should be well-equipped, i.e. with adequate office equipment, staff, means of communication, vehicles for transportation and other essential security paraphernalia.</p>			

29. Must provide its personnel (SG/LG) posted on post requiring firearms with one (1) licensed and serviceable 9mm pistol with one (1) basic load of ammunition and/or 12gauge shotgun with basic load of ammunition (recognized and legitimate brand). SG posted at the lobby or frontage of the above venues/locations must be equipped with 12gauge semi-automatic shotgun.

30. Must ensure that no firearms produced by unauthorized/unlicensed manufacturer shall be issued/ used by its SG/LG and must conduct firearms training once every semester.

31. PAGCOR may increase, in accordance with the law, or decrease, the number of security guards, or require the rendition of overtime work, depending on the exigencies of the service, and accordingly adjust the monthly payment.

32. Must provide PAGCOR with the security personnel services, equipment and supplies which shall include but not limited to the following:

**a. SECURITY PERSONNEL (SG/LG):**

- Strictly adhere with *R.A. 5487* particularly on *RULE X "Professional Conduct and Ethics"* and *RULE XIII "Power and Duties"*
- Other related/tasks as maybe required/ directed by PAGCOR.

**b. EQUIPMENT AND SUPPLIES:**

- Logbook with serialized pages
- Standard Flashlight
- Medical Kit
- Rain Coat/Boots
- Umbrella
- Clear Rain Cap Cover for Pershing Caps
- Optical Wand
- Reflectorized Traffic Vest, Gloves and other traffic devices
- Plastic Search Stick
- White Hand Gloves
- Handheld Metal Detector

<ul style="list-style-type: none"> <li>- Handheld Radio Communication, with base radio with license, in every location and UHF with complete accessories (with earpiece)</li> <li>- Standby four (4) wheel vehicle and/or Motorcycle in good running condition (with fuel)</li> <li>- Police Bicycle</li> <li>- One (1) unit Megaphone in every satellite</li> <li>- One (1) unit rechargeable Fog light in every satellite</li> <li>- K9 Bomb Detection Dog w/ handler (when the need arise)</li> <li>- Fire suit, to include the following items: <ul style="list-style-type: none"> <li>➤ Hard hat</li> <li>➤ Gas mask</li> <li>➤ Fireman suit</li> <li>➤ Boots</li> <li>➤ 12V Rechargeable Halogen flashlight</li> </ul> </li> </ul>
<p>33. Must promptly act on PAGCOR's concerns and complaints to the satisfaction of the latter.</p>
<p>34. Must replace its SG/LG reported by PAGCOR not performing his/her duties and responsibilities satisfactorily</p>
<p>35. Must provide an equally trained and competent substitute in the absence of any of its regular SG/LG immediately.</p>
<p>36. Must warrant to comply with its obligations as employer under the Labor Code, its implementing rules, regulations and all other applicable laws and regulations. Non-compliance therein shall be for its exclusive risk and responsibility.</p>
<p>37. Must provide PAGCOR with a copy of the proof of remittance to Social Security System (SSS), Philippine Health Insurance Corporation (Philhealth), PAG-IBIG or Home Development Mutual Fund (HDMF) and other amount due to the government.</p>
<p>38. Must agree to protect and exercise due care and proper handling of properties of PAGCOR during the performance of its work.</p>
<p>39. Must agree to be jointly and severally liable for any damage to PAGCOR and to third person, loss breakage or destruction of properties as a consequence of their (CONTRACTOR and its SG/LG) willful intent or negligence in the performance of obligation and to indemnify PAGCOR through replacement with its equivalent or payment of the same.</p>

40. Must be held liable in case of theft, robbery or any loss involving its SGs/LGs with PAGCOR.
41. Must agree to replace, repair or retribute any loss of PAGCOR's property involving its SGs/LGs.
42. Must be willing to spend training/seminar to improve the knowledge of SGs/LGS.
43. Must not hold PAGCOR liable for any legal or personal claims of its SG/LG.
<p>44. The CONTRACTOR shall inform PAGCOR and prepare Supplemental Schedule of Payment and the corresponding additional or replacement Performance Security and Surety Bond, if necessary, in case of amendments to present minimum wage and cost of living allowance, SSS, Philhealth, Employees' Compensation (EC) and PAG-IBIG premiums and all other similar amendments after the signing of the contract, by subsequent government decrees or orders, and submit the same to PAGCOR together with a copy of the government decree or order mandating the increase.</p> <p>Upon PAGCOR's verification of and conformity to the Supplemental Schedule of Payment, additional Performance Security and Surety Bond, if any, and the government decree or mandating the increase, the Supplemental Schedule of Payment shall form part of the Service Contract amendment thereto.</p>
<p>45. Must conduct regular monthly inspection of its SG/ LG on site to check on their equipage and insure presentability of their uniforms.</p> <p>Must provide at its own expense, deploys a competent inspector twice a week to the PAGCOR office to check and monitor performance of its detailed guards and to ensure compliance with security procedures, rules, and regulations. PAGCOR should be informed of the results of the inspection conducted through a written report.</p>
46. The testing/training of its SG/ LG shall be for the account of the CONTRACTOR.
47. The CONTRACTOR's SGs/LGs shall be under the direct operational control and supervision of the CONTRACTOR's Shift-In-Charge (SIC), who in turn shall coordinate with External Security Section (ESS), Security Division (SD) of the concerned branch/location.
48. The CONTRACTOR shall be responsible for ensuring that Its SGs/LGs render efficient and effective guard duties. PAGCOR shall not evaluate the individual performance of the SGs/LGs, but of the CONTRACTOR's service as a whole. Any poor or below standard performance shall be brought to the attention of the CONTRACTOR's SIC for appropriate corrective action. The SIC shall then inform the ESS, SD, in writing, of the course of action undertaken.
49. Since the CONTRACTOR's SGs/LGs are not regular employee of PAGCOR, they shall not be subject to the disciplinary jurisdiction of PAGCOR. The offense/violation committed shall constitute a breach in the contract entered into between the CONTRACTOR and PAGCOR. PAGCOR shall communicate to the

CONTRACTOR all instances of breach. In case of serious and substantial breach, PAGCOR shall demand from the CONTRACTOR appropriate action within reasonable period. Failure of the CONTRACTOR to correct the situation shall furnish grounds for the imposition of penalties and fines to answer for or reimburse PAGCOR for any damage it may have suffered or for rescinding the contract.

50. When the CONTRACTOR's SGs/LGs have committed a serious offense, which includes but is not limited to Crimes Against Property (Robbery, Theft, Arson and Malicious Mischief) and Crimes Against persons (Parricide, Murder, Homicide, and Physical Injuries) against PAGCOR, its employees and casino customers, he or she shall be properly referred to the PNP augmentations for proper investigation and disposition. This procedure is without prejudice to PAGCOR's own investigation and other action necessary to protect its rights under the circumstances.

51. The CONTRACTOR shall enumerate how much they will pay each guard (e.g. payroll register or payslip) during contract implementation. Salaries should be distributed thru Automated Teller Machine (ATM) Cards.

52. The CONTRACTOR shall deliver the salary of the security guards on a timely and regular basis.

- Every 5<sup>TH</sup> day of the month-for the preceding month dates 16-30 (31) cut off;
- Every 20<sup>th</sup> of month-for the current month dates 1-15 cut-off.

**D. PERSONNEL**

Educational Attainment	At least college level
Height	At least 5'7" for male; at least 5'3" for female
Age	Preferably 21 to 38 years old
Built	Proportionately built and presentable; Body tattoos shall not be prominent; Further, cosmetic/aesthetic tattoos for lady guards include eyebrow, eyeliner and lip tattoos shall be acceptable.

7. Must have a valid SG License.

8. Must be a valid holder of National Telecommunications Commission (NTC) Operator's Certificate (Restricted Radiotelephone Land Mobile (RRLM))

9. Must have completed the Philippine National Police-Supervisory Office for Security and Investigation Agency (PNP-SOSIA) prescribed Basic SG Pre-Licensing Training (Training Certificate authenticated by SOSIA, Chief Records Branch must be presented)

10. Must have a full knowledge of the Basic Guard Functions.

<p>11. Must have undergone firearms training, certified to be under the supervision of SOSIA.</p>
<p>12. Must undergo and completed/passed the following before deployment:</p> <ul style="list-style-type: none"> <li>• Updated/Renewed National Bureau of Investigation (NBI) Clearances and others basic requirements (Birth Certificate, Scholastic Records/Transcript of Records, Barangay Clearances, Local Police Clearance, PNP/DI Clearances and Court/Fiscal Clearances)</li> <li>• Screening, written examination and interview at branch/facility concerned;</li> <li>• Neuro-Psychiatry NP Test conducted by a PAGCOR accredited NP Testing Center</li> <li>• Drug Test conducted by a PAGCOR accredited Drug Testing Center</li> <li>• Medical examination certified by a PAGCOR accredited hospital/clinic to be physically fit/healthy and free from any contagious disease/sickness</li> <li>• Orientation &amp; OJT.</li> </ul>
<p>7. Must have a fresh set of prescribed SG uniform and complete paraphernalia as prescribed/ authorized by SOSIA:</p> <ul style="list-style-type: none"> <li>• Headgear (overseas cap: Navy Blue with gold lining for SG; Navy Blue with metal patch for LG)</li> <li>• Collar Device</li> <li>• Neck tie and Clip (Navy Blue)</li> <li>• Name Cloth</li> <li>• Agency/Unit Name Cloth</li> <li>• Shoulder Patch (PADPAO-left Shoulder; Agency Right Shoulder)</li> <li>• Security Badge</li> <li>• Security Agency Identification Card</li> <li>• Sam Brown Belt (Black nylon with buckle, holster and ammo. Pouch)</li> <li>• Garrison Belt (with brush buckle)</li> <li>• Night stick with Holster</li> <li>• Black Shoes (SG low cut with black socks: LG with heels)</li> <li>• Standard Whistle</li> <li>• Blue Lanyard</li> <li>• White undershirt without collar</li> <li>• Straight Cut Navy Blue Rouser</li> <li>• Long Sleeve White Polo</li> </ul>
<p><b>Additional Terms and Conditions:</b></p>
<p>8. Overtime pay, which shall be computed separately, shall be for the account of PAGCOR.</p>
<p>9. For accounting purposes, deductions of the billings of the CONTRACTOR pertinent to SG's/ LG's absences shall be based on the existing daily labor rate.</p>
<p>10. PAGCOR's undertaking to pay the CONTRACTOR shall be confined to the aforesaid schedule. It shall not be obliged to pay the CONTRACTOR's SG/ LG any remuneration except as indicated in the service contract.</p>



<p>11. The terms of the proposed Service Contract shall be for three (3) years. During the said period, the contract may be terminated on good and valid cause, such as, but not limited to, violation of any of the terms and conditions of the Service Agreement, labor disputes which may substantially affect the operation of PAGCOR, default or breach made of any such conditions, whether judicially or extra-judicially upon thirty (30) days written notice of the CONTRACTOR.</p>
<p>12. PAGCOR reserves the right to require the submission of clearances from DOLE, SSS, Philhealth, PAG-IBIG or Monthly Disposition Report (MDR) anytime during contract implementation to ensure continuing compliance with the labor laws and other social legislation.</p>
<p>13. The CONTRACTOR shall provide to PAGCOR the National Bureau of Investigation (NBI) Clearances and Licenses of all SGs/LGS assigned to PAGCOR within thirty (30) calendar days from the date of receipt by the winning supplier of the Notice to Proceed.</p>
<p>14. Performance Assessment/ Evaluation</p> <ul style="list-style-type: none"> <li>• The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following performance criteria: <ul style="list-style-type: none"> <li>h) Quality of service delivered</li> <li>i) Time management</li> <li>j) Management and suitability of personnel</li> <li>k) Contract administration and management</li> <li>l) Provision of regular progress report</li> <li>m) Attentiveness and presence of mind of guards on duty</li> <li>n) Compliance with PAGCOR instruction and policies</li> </ul> </li> </ul> <p>The above criteria shall be used to assess/evaluate annually the performance of the Security Agency and its Security Personnel as basis for the continuity of the Contract.</p>
<p><b>ADDITIONAL REQUIREMENTS:</b></p> <p>The bidder must submit the following during the opening of Bids:</p>
<p>5. Valid License to Operate (LTO), regular not temporary.</p>
<p>6. At least three (3) Certificates of Competency from Present or from the past three (3) years Clientele.</p>
<p>7. Copy of the latest Monthly Disposition Report duly stamped received by PNP-SOSIA or any proof of submission by way of courier services like LBC, JRS, etc. (as per memo of PNP-SOSIA dated May 29, 2020 in view of the Covid-19 pandemic).</p>
<p>8. Copies of the latest SSS Contribution List and Payment Returns (as of the previous quarter).</p>

**ARTICLE II  
NO EMPLOYER-EMPLOYEE RELATIONSHIP**

1. There shall be no employer-employee relationship between PAGCOR and the employees and security guards of the CONTRACTOR. The CONTRACTOR shall have the entire charge, control and supervision of the Services herein agreed upon. The CONTRACTOR shall be responsible for all acts and omissions of its employees, security guards and all persons allowed by it to have access to PAGCOR's premises, for any damage which may be caused to persons or property while remaining either casually or in business in any part of PAGCOR's premises. Any accident, injury or sickness of any kind, or death that may occur to any security guard or employee of the CONTRACTOR during the time and consequent to the performance of the Services under this Service Contract shall be the CONTRACTOR's sole responsibility. The CONTRACTOR further binds itself to hold PAGCOR free and harmless from any claim on account of the aforementioned injuries or damages.
2. The CONTRACTOR's security guards are the employees of the CONTRACTOR and are not the employees of PAGCOR and shall not be subject to the disciplinary jurisdiction of PAGCOR. Any offense committed by the CONTRACTOR's security guards shall constitute a breach of this Service Contract. PAGCOR shall communicate to the CONTRACTOR all instances of such breach for immediate and appropriate action by the CONTRACTOR. In case of serious and substantial breach, as determined by PAGCOR, PAGCOR shall require that the CONTRACTOR take the appropriate steps to address PAGCOR's concerns within the period prescribed by PAGCOR. The inability of the CONTRACTOR to correct the situation will entitle PAGCOR to impose a corresponding and appropriate penalty against the CONTRACTOR or to rescind this Service Contract.
3. The CONTRACTOR shall comply with all of its obligations as an employer under the Labor Code, its implementing rules and regulations and all other applicable laws and regulations. Non-compliance therewith shall be for its exclusive risk and responsibility and shall constitute a violation of and a ground for the termination of this Service Contract.
4. The CONTRACTOR shall control and supervise its security guards thru its Supervisor-In-Charge (SIC) who shall closely coordinate with PAGCOR's Security Department.

**ARTICLE III  
TERMS AND CONDITIONS**

1. The CONTRACTOR shall regularly inspect its security guards on site to ensure their efficiency and that their equipment are serviceable and their uniforms presentable.

The CONTRACTOR shall ensure that its security guards render efficient and effective service. It is understood that PAGCOR shall not evaluate the individual performance of the CONTRACTOR's security guards but the CONTRACTOR's service as a whole. Poor performance shall immediately be brought to the attention of the CONTRACTOR's SIC for immediate and appropriate corrective action. The SIC shall then inform PAGCOR, in writing, of the corrective action undertaken.

2. The CONTRACTOR shall man an administrative office within the location to enable the CONTRACTOR to immediately address all problems and complaints.
3. PAGCOR may require the replacement of any security guard who is absent and/or not performing his/her duties and responsibilities to its satisfaction. In such an eventuality, the CONTRACTOR shall immediately provide a trained, able and competent substitute security guard. The CONTRACTOR shall provide PAGCOR with a list of the names of the CONTRACTOR's security guards and their substitutes. Should no replacement be provided, the corresponding deduction in the monthly payment shall be made.
4. The CONTRACTOR shall not unilaterally pull out any security guard without the conformity of PAGCOR.
5. PAGCOR may increase, subject to the relevant government procurement laws, or decrease, the number of security guards, or require the rendition of overtime work, depending on the exigencies of the service, and accordingly adjust the monthly payment.
6. The CONTRACTOR shall provide PAGCOR with the duly acknowledged pay slips of all its security guards assigned in PAGCOR's premises and proof of remittance of its Social Security System (SSS), Philippine Health Insurance Corporation (Philhealth), ECC and PAG-IBIG contributions. PAGCOR reserves the right to require the CONTRACTOR to submit clearances from DOLE, SSS, Philhealth, ECC or PAG-IBIG, at anytime during the term of this Service Contract. PAGCOR shall also have the right to inspect the employment records of the CONTRACTOR's security guards.
7. In the event that the CONTRACTOR fails to pay the correct SSS, Philhealth, ECC or PAG-IBIG premiums or the mandated minimum wage, of its security guards assigned in PAGCOR's premises, PAGCOR shall impose the corresponding penalties and withhold an amount from the CONTRACTOR's service fee equal to the premiums and/or salaries/wages not paid by the CONTRACTOR. In addition, the CONTRACTOR's failure to pay the correct premiums or wages shall also be a ground for the termination of this Service Contract.
8. In the event that the CONTRACTOR fails to comply with any of its undertakings, as set forth in this Service Contract, PAGCOR shall be released from its obligations under this Service Contract, without prejudice to its rights of restitution, recovery and damages.

9. All claims and disputes relating to or arising out of this Contract shall, as much as possible, be settled amicably by the parties before resorting to judicial action.  
  
If the parties fail to settle their differences of disputes, the parties waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the parties, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even if this Service Contract is declared void, in its entirety or in part, and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.
10. This Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
11. The relationship between the parties shall be limited to the performance of the Services as stipulated under this Service Contract. Nothing herein shall be construed to create a general partnership between the parties, or to authorize any party to bind the other, except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose.
12. This Service Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous contracts, representations, warranties and undertakings to this Service Contract shall be binding unless executed in writing by all the parties thereto.
13. No waiver of any of the provisions of this Service Contract shall be deemed or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

#### **ARTICLE IV CONTRACTUAL PERIOD**

1. This Service Contract shall be effective for a period of three (3) years to effective from the date of receipt in the Notice to Proceed.  
  
PAGCOR may terminate the Service Contract, with or without cause, without need for judicial intervention, upon thirty (30) days written notice to the CONTRACTOR.
2. Should the CONTRACTOR incur delay in the performance of the Services, the CONTRACTOR shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered Services for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the Contract Price of the Service Contract. Once the cumulative maximum deduction reaches ten percent (10%) of the Contract Price, PAGCOR shall have the option to rescind the Service Contract, without prejudice to other courses of action and remedies open to it.

In case the CONTRACTOR still fails to deliver the Services after the lapse of fifteen (15) days from the supposed date of implementation, PAGCOR shall likewise have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

**ARTICLE V  
CONTRACT PRICE and SCHEDULE OF PAYMENTS**

1. The Contract Price for the Services shall be in the total amount of \_\_\_\_\_ and which shall be subject to the mandated withholding tax.
2. PAGCOR shall pay the CONTRACTOR a monthly service fee in the amount of \_\_\_\_\_, VAT Exclusive, Zero Rated Transaction, subject to the mandated withholding tax, for the monthly services of \_\_\_\_\_ (\_\_\_\_) security guards, at the rate of \_\_\_\_\_ (PhP \_\_\_\_\_) per security guard, per month, payable in two (2) tranches, within seven (7) working days from receipt of the CONTRACTOR's billing every 15<sup>th</sup> and 30<sup>th</sup> of the month, broken down as follows:

Description		
DAILY WAGE		PhP 537.00
COLA		-
<b>DIRECT LABOR COST</b>		
	Average pay per month	17,622.55
	13th month pay	1,361.15
	Night differential	587.42
	5 days incentive pay	223.75
	<b>TOTAL AMT DIRECTLY TO SG</b>	<b>PhP 19,794.87</b>
<b>INDIRECT LABORCOST</b>		
	SSS Premium	PhP 1,572.50
	Philhealth	308.39
	PAG-IBIG Premium	100.00
	ECC	30.00
	<b>TOTAL</b>	<b>PhP 2,010.89</b>
	<b>TOTAL AMT TO GOV'T &amp; SECURITY GUARD</b>	<b>PhP 21,805.76</b>
<b>OPERATING COST</b>		
	Administrative Overhead & Margin	PhP
	CONTRACT RATE/MONTH/GUARD	PhP
	No. of Guards	<b>57</b>

	Monthly Cost	PhP
	Yearly Cost	PhP
	TOTAL COST FOR THREE (3) Years	PhP

3. Overtime pay shall be computed separately, as follows:

(Basic) Rate per Day	=	<u>(Regular rate per month x 12)</u> 537.00 days
Rate per Hour	=	(Rate per Day / 8)
Overtime pay (regular days)	=	Rate per Hour + 25% of the Rate per Hour
Overtime pay (holidays)	=	Rate per Hour (on a holiday) + 30% of the Rate per Hour (on a Holiday)

4. Deductions from the CONTRACTOR's billings pertinent to security guard absences shall be computed based on the gross rate as follows:

(Gross) Rate per Day	=	(Cost of security guard per month x 63) 365 days
Rate per Hour	=	(Gross Rate per Day / 8)

5. PAGCOR shall shoulder the overtime premium in case there is a need for additional services due to exigencies provided that the services rendered by security guards beyond eight (8) hours a day must be approved by the Branch Manager.

However, if the overtime hours are caused by the CONTRACTOR, where its employees will be required to perform work in excess of eight (8) hours a day due to lack of manpower, i.e. sick leaves, vacation leaves, absences without leave of its employees or any case attributable to the CONTRACTOR, which includes but not limited to the inefficiency of its employees, the CONTRACTOR will shoulder the overtime premium.

6. The Contract Price already includes all applicable taxes, fees and charges required by the government. The CONTRACTOR holds PAGCOR free from liability for any or all taxes arising out of this Service Contract.
7. The Contract Price shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Service Contract, subject to the provisions of Article I and the succeeding paragraph.

8. The CONTRACTOR shall inform PAGCOR and prepare a Supplemental Schedule of Payment and the corresponding additional or replacement Performance Security and Surety Bond, as necessary, in case of an increase in the present minimum wage, cost of living allowance, SSS, Philhealth, ECC and PAG-IBIG premiums and all other similar increases, after the signing of this Service Contract, by subsequent government decrees or orders, and submit the same to PAGCOR together with a copy of the government decree or order mandating the increase.

Upon PAGCOR's verification of and conformity to the Supplemental Schedule of Payment, additional or replacement Performance Security and Surety Bond, if any, and the government decree or order mandating the increase, the Supplemental Schedule of Payment shall form a part of the Service Contract as an amendment thereto.

## **ARTICLE VI CLEARANCES, PERMITS, LICENSES and TAXES**

1. The CONTRACTOR warrants that it is an entity duly organized, validly existing and in good standing under the laws of the republic of the Philippines, and that it is duly registered and capable and has the requisite power, authority, permits, clearances and licenses, to enter into this Service Contract and to perform Services and all of its obligations under this Service Contract.
2. All amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals thereof, required by PAGCOR or the appropriate government entities for the Services to be performed under this Service Contract shall be for the exclusive account of CONTRACTOR.
3. The CONTRACTOR shall provide PAGCOR, whenever required by the latter, with the Philippine National Police (PNP) and National Bureau of Investigation (NBI) clearances and health clearances of all of its security guards assigned in PAGCOR.
4. The CONTRACTOR shall pay its taxes in full and on time. Its failure to do so shall entitle PAGCOR to suspend payment for services rendered by the CONTRACTOR. The CONTRACTOR shall regularly present a tax clearance from the BIR and a copy of its income and business tax returns, duly stamped, received and validated by the BIR, indicating the tax payments made thereon.

## **ARTICLE VII PERFORMANCE SECURITY**

The CONTRACTOR shall post a Performance Security (the "Security"), for the benefit of PAGCOR, conditioned on former's compliance with all of its obligations under this Service Contract, prior to the signing of the Service Contract, in accordance with any of the following schedule:

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific for the contract awarded	Thirty Percent (30%)

The Performance Security shall remain valid until the issuance of the final Certificate of Acceptance. It may be released only after the issuance of the final Certificate of Acceptance of the Services, provided that there are no claims filed against the CONTRACTOR or the surety company.

**ARTICLE VIII  
SURETY BOND**

In accordance with Art. 108 of the Labor Code, the CONTRACTOR shall post a Surety Bond in the amount of \_\_\_\_\_, which is equivalent to the cost of labor under contract of the \_\_\_\_ (\_\_) security guards, upon the execution of this Service Contract, to answer for the non-payment/underpayment of salaries of the CONTRACTOR's security guards.

The Surety Bond shall be maintained by the CONTRACTOR during the effectivity of the Service Contract and any extension thereof.

**ARTICLE IX  
INDEMNIFICATION**

1. The CONTRACTOR hereby holds PAGCOR its guests, corporate affiliates and any director, officer, employee or agent free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the CONTRACTOR and/or PAGCOR may incur as a result of, or arising out of, the conduct and/or pursuit of Services and to indemnify the PAGCOR from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
  
2. The CONTRACTOR and its personnel shall be jointly and severally liable and shall indemnify and hold PAGCOR free and harmless for any death, injury or damage to PAGCOR and to third person, loss, breakage, or destruction of properties, as a consequence of the CONTRACTOR's acts or omissions, willful intent or negligence, during the performance of the Services or its obligation under this Service Contract.



3. The CONTRACTOR shall be liable in case of theft, robbery or any loss to PAGCOR's premises secured by the CONTRACTOR. The CONTRACTOR hereby agrees to replace, repair or retribute any loss involving its security guards. Insurance for loss, theft, and robbery shall be submitted by the CONTRACTOR upon the execution of this Service Contract.

**ARTICLE IX  
CONFIDENTIALITY**

1. All information disclosed to the CONTRACTOR, its directors, officers, employees, security guards, agents, and other persons acting on the CONTRACTOR's behalf, arising out of or as a result of this Service Contract shall be confidential in nature and shall remain PAGCOR property and shall be used only for the purposes specifically related to this Agreement. The CONTRACTOR will not, at any time, disclose such confidential information to any third party without PAGCOR's prior written consent.
2. In the event that the CONTRACTOR, its directors, officers, employees, security guards, agents, and other persons acting on the CONTRACTOR's behalf, is required by law to disclose any information known to the CONTRACTOR as a result of this Service Contract, the CONTRACTOR will provide PAGCOR with prompt prior written notice of such requirement so that PAGCOR may seek an appropriate protective order/measure. In the event that PAGCOR fails to secure the appropriate order/measure, the CONTRACTOR shall disclose only that portion of the Confidential Information it is legally compelled to disclose.
3. The CONTRACTOR acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the CONTRACTOR, its directors, officers, employees, security guards, agents, and other persons acting on the CONTRACTOR's behalf, and that PAGCOR shall be entitled to specific performance, including injunctive relief, as a remedy for any such breach. Such breach shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The CONTRACTOR agrees to reimburse PAGCOR for all costs and expenses (including without limitations attorney's fees) incurred by PAGCOR in connection with the enforcement of this Confidentiality Clause.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_.

**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**

TIN: 033-000-887-972

Represented by:

---

TIN:

Represented by:

---

TIN:

---

TIN:

Signed in the presence of:

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, this \_\_\_\_\_ in \_\_\_\_\_,  
personally appeared the following persons, each of whom exhibited his/her competent  
evidence of identity, to wit:

Name	Identification Document Presented	Issue and Expiry Date

and presented to me an integrally complete document/instrument for  
acknowledgement. They all represented and declared to me that they voluntarily  
affixed the signatures appearing on the instrument/document for the purposes stated  
therein and that they executed the instrument/document as their free and voluntary act  
and deed (and if they acted in representative capacity, they have the authority to sign  
in that capacity).

The instrument/document referred to is a Service Contract consisting of  
\_\_\_\_\_ (\_\_) pages including the page on which this Acknowledgement is written  
duly signed by the parties and their instrumental witnesses on each and every page  
hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial  
Seal on the date and place first above written.

Doc. No.  
Page No.  
Book No.  
Series of 20\_\_

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, this \_\_\_\_\_ in \_\_\_\_\_, personally appeared the following persons, each of whom exhibited his / her competent evidence of identity, to wit:

Name	Identification Document Presented	Issue and Expiry Date

and presented to me an integrally complete document / instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument / document for the purposes stated therein and that they executed the instrument / document as their free and voluntary act and deed (and if they acted in representative capacity, they have the authority to sign in that capacity).

The instrument / document referred to is a Service Contract consisting of \_\_\_\_\_ (\_\_\_) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc No.  
Page No.  
Book No.  
Series of 20\_\_\_\_.

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized  
Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon with no. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission

\_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Bank Guarantee Form for Advance Payment

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



## BID SECURING DECLARATION FORM

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

### BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

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Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS**

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ Invitation to Bid Number \_\_. Page . of \_\_\_\_.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
<b>Government Contracts:</b>								
<b>Private Contracts:</b>								
Total								

\_\_\_\_\_ [Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_ (Please indicate name of company)

**NOTE:**

*The aforesaid statement should include those contracts awarded but not yet started.*

*Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.*

**STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT**

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ Invitation to Bid Number \_\_. Page . of \_\_\_\_.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;	Date of Delivery (Please indicate actual date of delivery)

\_\_\_\_\_  
*[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*(Please indicate name of company)*

**NOTE:**

**Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or sales invoice.**

## NFCC COMPUTATION

**Kindly supply the required information in the spaces provided.**

Name of Bidder \_\_\_\_\_ Invitation to Bid Number \_\_. Page . of \_\_\_\_.

**Approved Budget for the Contract ABC:**

**Fifty-One Million Four Hundred Fifty-Seven Thousand Nineteen Pesos and 04/100 (PhP51,457,019.04)**

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

\_\_\_\_\_  
*[Signature of the Authorized Rep.]  
of Authorized Rep.]*

\_\_\_\_\_  
*[in the capacity of] (Please indicate position*

*Duly authorized to sign Bid for and on behalf of* \_\_\_\_\_  
*(Please indicate name of company)*

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.  
X-----X

## PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER'S AUTHORIZED*

*REPRESENTATIVE]*  
*[Insert Signatory's Legal Capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally knownto me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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**DIAGRAM FOR THE SEALING AND MARKING OF BIDS**

