



MINUTES OF THE PRE-BID CONFERENCE

PROCUREMENT OF SECURITY SERVICES FOR CY 2025 PUBLIC BIDDING NO. VMC-2025-002

October 31, 2024, 10:00 AM

The following were present during the conference:

BIDS & AWARDS COMMITTEE:

Ms. Shirlene V. Vianzon – Chairperson
Mr. Edsel S. Martin – Vice-Chairperson
Dr. Gene Rose N. Burgos – BAC Member
Mr. Juan B. Sapasa, Jr. – BAC Member
Engr. Gerardo E. Lingat – Provisional Member

BAC SECRETARIAT:

Ms. Ligaya Ubalde – Head, BAC Secretariat
Ms. Angelita B. Dayego
Ms. Kristine Joy R. Manuel
Ms. Aileen C. Pacheco
Ms. Maiko Janzel M. Dizon
Mr. Lester John Jake R. Divino
Ms. Aileen S. Cali

TWG, END-USERS & OBSERVERS:

Ms. Rose Francheska B. Nantes – TWG
Ms. Marissa J. De Leon – TWG
Mr. Alexander M. Palomaria – TWG
Engr. Zoraida S. Cuadra – Observer, EFMS
Ms. Catherine F. Sofia – Observer, MMS
Mr. Roderick Balagtas – Observer, Proc. Section

PARTICIPANTS / PROSPECTIVE BIDDERS:

1. Esmervaldo Maratas – Rising Sun Security and Investigation Agency, Inc.
2. Jovelle Medenilla – World Cup Security
3. Anastacio Morales - Philippine Airhawk Security Agency, Inc.

The conference started at 10:00am and was presided by Ms. Shirlene V. Vianzon, Chairperson of Bids & Awards Committee (BAC), held at the BAC Office, Valenzuela Medical Center, Padrigal St., Karuhatan, Valenzuela City. She acknowledged the presence of all representatives of each prospective bidder, the members of the BAC Committee, BAC Secretariat, TWG Members as well as the invited observers. She reminded everyone that the Committee strictly adheres to Republic Act No. 9184 or the Government Procurement Act and the Standard Public Bidding Documents.

BUSINESS MATTERS:

- In accomplishing the Technical Specifications and Schedule of Requirements, state only the item that will be bid.
- Bid Security will be forfeited if withdrawn during the validity period.
- Notice of Award will be faxed to winning bidders. The following day will be counted as 1st day of receipt.
- CTC of documents by the bidder itself are acceptable provided that the bidder will submit the Omnibus Sworn Statement. (Note: State CTC based on original, photocopy, etc.)
- Any document or certification issued outside Philippines should be accompanied by the official red ribbon (authentication) by the Philippine Consular Office/Embassy where the subject document or certification is issued.
- Modification of Bid is strictly prohibited. The description stated in the bid offer will be followed and cannot be amended

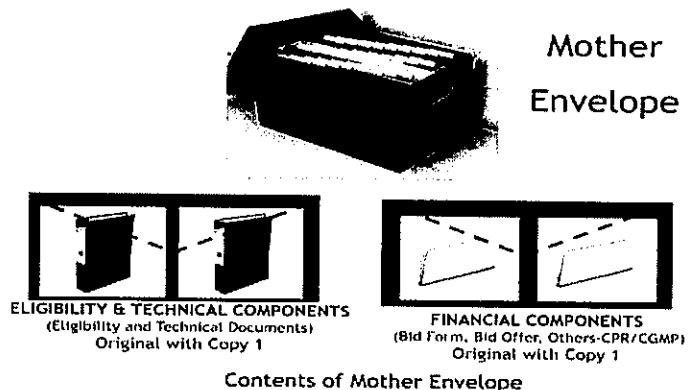
PRESENTATION OF BIDS:

Bidders shall submit their bids through their duly authorized representatives using the forms specified in the Bidding Documents in two (2) separate sealed envelopes, which shall be submitted simultaneously.

- Bidders shall enclose the "Original" and "Copy 1" of their Eligibility and Technical Documents in a separate envelope marked ELIGIBILITY and TECHNICAL COMPONENTS. The "Original" and "Copy 1" of their Financial Documents (Bid Form, Bid Offer & others) shall be enclosed in a separate envelope marked FINANCIAL COMPONENTS.
- These 2 envelopes shall be enclosed in any sealed box (preferably Data File Box) with cover.
- No color preference for the Folders and Boxes.
- All documents to be submitted as part of the Bid should be arranged in chronological order based in the Checklist provided by the BAC. Further, all bid proposals should be

ring bound (*preferably 2 to 3 rings folder*) and tabulated in words. Failure to follow instructions will mean disqualification.

PRESERVATION AND ENVELOPES



➤ **Documents Comprising the Bid: Eligibility and Technical Components – 1st Envelope**

(A) Eligibility Documents

Class “A” Documents:

(i)

(a) Valid PhilGEPS Registration Certificate Platinum Membership) (all pages);

(ii)

- b. Statement of the prospective bidder of ALL its on-going Government and Private Contracts including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- c. 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 last three (3) years as provided in the Bidding Documents;
- d. 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
- e. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- f. Original duly signed Omnibus Sworn Statement (OSS);
 - For corporation/Partnership/Cooperative – attach Original Notarized Secretary's Certificate
 - For JVA - attach 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.

Financial Documents

- g. The prospective bidder's computation of its Net Financial Contracting Capacity's (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- h. 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.

➤ **FINANCIAL COMPONENT ENVELOPE – 2nd Envelope**

The second envelope shall contain the financial information/documents as specified in the PBDs

- i. Original of duly signed and accomplished Financial Bid Form;
- j. Original of duly signed and accomplished Price Schedule(s);

Other documentary requirements under RA No. 9184 (as applicable)

(k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification form the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

(I) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ADDITIONAL REQUIRED DOCUMENTS (to be submitted during post-qualification)

1. Bidding Documents duly signed/initialed by the authorized representative of the prospective bidder (each page). **May attach Official Receipt as proof of payment of bidding documents.**
2. Document Request List (DRL) from PhilGEPS (Optional)
3. Bid Bulletin/s
4. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
5. Mayor's or Business 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.
6. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
7. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR with 2023 ITR 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
8. Certificate of Good Performance from at least one (1) Government or Private Hospital / Agency except from VMC (CY 2022-present)
9. Special Power of Attorney (SPA) for authorized representative if OSS is Sole Proprietorship
10. Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement
11. Certificate from the manufacturer to distribute their products or Exclusive Distributorship or any equivalent document
12. License to Operate (LTO), if applicable
13. Other necessary requirement stated in Terms of Reference (TOR)

PR# 24-09-864

ITEM NO.	UNIT	ITEM DESCRIPTION	QTY.	ABC	TOTAL ABC
1	months	Security Services for CY 2025, Twenty Eight (28) Guards including 3 Officer-in-Charge / Roving (Shifting Schedule) with 13 th month pay	12	984,513.80	11,814,165.60
TOTAL					11,814,165.60

TERMS OF REFERENCE SECURITY SERVICES 2025

I. OBJECTIVE

The Valenzuela Medical Center, as a 150-bed tertiary, multispecialty teaching and training hospital serving the CAMANAVA and nearby cities and municipalities in Bulacan, is mandated to have security personnel to protect lives, properties and critical infra-structure from threats, harm, and losses, and maintain peace and order within the hospital premises.

II. APPROVED BUDGETARY REQUIREMENTS

The term of this contract shall be effective starting January 01, 2025 until December 31, 2025, with a total Approved Budget for the Contract (ABC) amounting to Eleven Million Eight Hundred Fourteen Thousand One Hundred Sixty-Five & 60/100 pesos (Php 11,814,165.60) for Procurement of Security Services (Multi-Year Contract) as corrected and defined in accordance with the Instruction to Bidders is hereby accepted.

III. PLACE OF ASSIGNMENT AND WORK SCHEDULE

- a. The AGENCY shall provide the Procuring Entity with at least twenty-eight (28) security guards (including a supervisor), all uniformed, that will depend on the needs of the end-user and availability of funds to be assigned as follows:

28 guards of 8 hrs. duty Monday – Sunday and holidays.			
Coverage	No. of Personnel	Hours of Duty	
Office-In-Charge/Roving	3	3 shifting in 8hrs=24hrs.	
Administrative Building	3	3 shifting in 8hrs=24hrs.	
Exit	3	3 shifting in 8hrs=24hrs.	

Lobby	2	2 shifting in 8hrs=16hrs.
Emergency Department Clean	3	3 shifting in 8hrs=24hrs.
Emergency Department Tent/Malasakit	3	3 shifting in 8hrs=24hrs.
Back Area Perimeter	3	3 shifting in 8hrs=24hrs.
Geria OPD	2	2 shifting in 8hrs=16hrs.
IDS Building	3	3 shifting in 8hrs=24hrs.
Motorpool and Support Building	3	3 shifting in 8hrs=24hrs.
TOTAL	28	

- b. The AGENCY shall make available, at its own expense, such number of relievers as may be necessary, who are ready to take over the duty schedules of those regularly assigned guards who either report late or are absent for the day at no cost to VMC;
- c. The AGENCY shall provide additional number of licensed security guards with corresponding number of licensed firearms and ammunitions whenever a need for such supplemental security services arises at cost to VMC. Compensation for said additional security forces is in accordance with the Contract Agreement's provisions on compensation;
- d. The security guards provided by the CONTRACTOR/ AGENCY under this contract shall in no case be considered as employees of the VMC;
- e. If within the term of this Contract, VMC facilities transfers to another area, the AGENCY shall, after consultation with VMC, agree to relocate its personnel in accordance with the new setup of the VMC at no cost to the same.

IV. QUALIFICATIONS OF THE SERVICE PROVIDER

The qualifications of the Service Provider are:

- a. The AGENCY must be duly licensed, registered and a member of PADPAO with proper operating permits (licensed by PNP-SOSIA) and other statutory requirements. It must have been engaged in the business with two (2) government agencies for at least three (3) years;
- b. The AGENCY has an office located within National Capital Region (NCR) complete with communication devices like telephone, two-way radio, computer, and digital camera and other office equipment;
- c. The AGENCY must be a duly licensed and registered Service Contractor with the Department of Labor and Employment (DOLE) and Other Social Legislation as mandated by Section 25.2 Implementing Rules and Regulations of R.A. No. 9184;
- d. The AGENCY must provide National Labor Relations Commission (NLRC) Certificate of No Pending Case and DOLE Certificate of No Pending Case;
- e. The AGENCY must provide Satisfactory Performance from the existing hospital clients
- f. The AGENCY must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
- g. The AGENCY must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH) contributions as mandated by law, as well as income taxes (if applicable) and submit certifications of no delinquency of monthly premium payments for both itself and its employees, secured where its principal place of business is located and issued within the last six months from the date of submission of its proposal of the abovementioned agencies;
- h. The AGENCY must be duly registered with the Bureau of Internal Revenue;
- i. The AGENCY must warrant that its employees are paid not less than the minimum wage as provided for by law;
- j. Upon request, the AGENCY must provide VMC with documents to verify the identity of the contractual employees assigned to the premises;
- k. The AGENCY MUST submit to VMC within five (5) days of every month a statement signed by the Contractor's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the employees assigned to VMC for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of law;
- l. The AGENCY MUST submit to VMC within the first (10) days of every quarter a copy of its duly accomplished forms signed by the authorized Contractor's signature of the quarterly SSS remittance form together with the corresponding check voucher;
- m. The AGENCY shall have direct supervision and control over all contracted employee;
- n. As an employer, the AGENCY shall have the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services and determine the wages, salaries and compensation of the employee who shall be assigned to VMC;
- o. The AGENCY will provide consistent and quality service through qualified, licensed bonded, uniformed highly trained security guards, and Three (3) Officer-In-Charge, who shall guard and protect the properties and premises of VMC. Security guards shall be posted and distributed in accordance with VMC schedule of posting of guards;
- p. The AGENCY shall secure entrances and exits of VMC as well as the Emergency Entrance of persons, things/materials brought in and out of the premises including the conduct of reasonable check on persons and properties as normally done in establishments and places for purpose of ensuring safety and security against unauthorized persons, things and/or materials;

- q. The AGENCY shall immediately make the necessary reports of incident to the VMC management and/or concerned authorities for purposes of police and other official investigations;
- r. The security guards shall be equipped with original, branded and duly licensed firearms and ammunitions necessary in the course of their security enforcement and maintenance of peace and order at the premises of VMC and its immediate vicinity; and
- s. The AGENCY must be compliant to Data Privacy Law.
- t. Certificate of No Final Adverse Decision from any Court.
- u. Certificate of Compliance to DOLE DO 174 s.2017. (Minimum Paid Up Capital)
- v. Certification that the bidder has the capability to pay salaries of guards with its own funds up to two (2) months.
- w. Compliance to Cost Distribution template of PADPAO rates as per DOLE NCR Wage Order No. 25.

V. QUALIFICATIONS OF SECURITY PERSONNEL

- a. The security guards to be assigned by the AGENCY to VMC shall possess the following minimum qualifications:
 - 1) Good moral character and reputation, and without any criminal, police or derogatory record;
 - 2) Physically, psychologically, and mentally fit;
 - 3) Must have reached college level/vocational level or its equivalent;
 - 4) Must have undergone training in handling firearms with appropriate certificate and/or licenses;
 - 5) Has undergone basic in-service training from accredited schools for security guards and supervisory training for security officer;
 - 6) Must possess a valid security license as of bidding date and during their tour of duty in VMC (submit copy of license);
 - 7) With good knowledge in incidence report preparation;
 - 8) Passed neuro-psychiatric evaluation test and drug test. Expenses for said tests are chargeable to the Service Provider; (Submit copy of result taken within the last six months)

VI. SCOPE OF SERVICES

- a. The AGENCY shall provide consistent and quality security services 24 hours daily, inclusive of Saturdays, Sundays and Holidays, for VMC, which is located at Padrigal St., Karuhatan, Valenzuela City, and its designated parking areas. Engineering and Facilities Management Section (EFMS) has the right to check guards in different designated areas;
- b. The AGENCY shall provide the EFMS with a complete list and profile with photographs of its employees detailed at VMC, which must be attested by its authorized signatory. The SECURITY AGENCY shall update such list when necessary, such as when changes are made upon it due to the reassignment, resignation or retirement of any of the security guards detailed at VMC;
- c. The AGENCY shall give a written notice and/or explanation to concerned office authority whenever any of its security guard/s is removed or transferred within three (3) working days prior to the transfer;
- d. The AGENCY must conduct orientation and training to its security personnel:
 - Individual Customer Service Orientation Certificate;
 - Individual Gun Safety Training Certificate; and
 - Basic CCTV Operation
- e. The AGENCY must conduct security survey [orientation on the VMC's Organization Structure] and submit Hospital Security Management Plans and Program and security assessment on disaster (natural and man-made), violence and terror activities;
- f. The AGENCY shall provide reliever or replacements in case of absences of any of the assigned security guards;
- g. The AGENCY must provide 24 hours daily, seven days a week, a supervisor assigned in the hospital to exercise close supervision to the security guards to ensure faithful, continuous and uninterrupted service;
- h. Schedule of duties of security guards shall submitted to the EFMS and must conform to Procuring Entity's prescribed schedule;
- i. The prospective bidder should conduct ocular inspection of the buildings and premises where security services will be rendered in all areas prior to the day of bid opening;
- j. The assigned security guards shall have the following responsibilities:

1. Security Supervising Officer

- Supervises and oversees security functions in VMC;
- Prepares and submit incident reports as necessary;
- Ensures compliance of security personnel and contractor agency to all applicable hospital policies while implementing security measures;
- Monitors CCTV operations regularly;
- Assists in the management of parking area;
- Assists in the maintenance of law and order within the hospital;
- Performs other related tasks that maybe assigned by the immediate supervisor including VMC's duly authorized representative

2. Responsibility by Security Officers:

- Records plate numbers and controls traffic of incoming and outgoing vehicles both for employees, visitors, and emergency cases;
- Records the number of incoming and outgoing ambulances;
- Records incoming ambulance and vehicles carrying patients;
- Ensures that all VMC vehicles has a duly-approved Vehicle Trip Ticket with passengers before going out of the hospital premises;
- Directs ambulance to the designated parking area after disembarking/unloading patients;
- Provides assistance in the parking area and proper arrangement of government and private vehicles;
- Prohibits parking of vehicles other than the VMC and authorized vehicles at hospital parking area;
- Records the entry/exit of any vehicles, delivery trucks and cadaver transport vehicles;
- Records incoming visitors from the DOH and other agencies and accompany them to the office concerned/pre-determined point;
- Inspects baggage of watchers/visitors/employees who entered and exits hospital premises;
- Informs the Roving Guard of watchers needing assistance in locating their patients;
- Signing of Gate Pass for hospital items to be taken out of the premises and personnel gate pass;
- Reports any unusual incidents to the Security Supervising Officer;
- Receives and transfers local and outside calls;
- Manages and safe keeps all keys to all rooms in the hospital;
- Provides information to inquiring visitors;
- Observes activity/movement of clients for possible fixers;
- Calls Law Enforcement agencies upon the request;
- Ensures safety of equipment and vehicles;
- Conducts roving of area of responsibility;
- Receives and records Death Notification and Cadaver Release and endorses it to Roving Guard;
- Receives and safekeeps Discharge Clearances for outgoing patients/watchers;
- Accompanies relatives of cadaver to sign cadaver release form;
- Receives/records Death Notification;
- Receive/records Cadaver Release Form;
- Crowd management;
- Implement peace and order;
- Implement priority lane for PWD, Senior Citizen and Pregnant Women;
- Implement anti-smoking and liquor ban; and
- Performs other related tasks that maybe assigned by the immediate supervisor including VMC's duly authorized representative

k. The AGENCY shall also provide the following:

- i. Periodic assessment on security measures:
 - a. Physical Security Assessment every six months;
 - b. Security Personnel Assessment every six months; and
 - c. External Threat Assessment as the need arises.
- ii. Attends and assists security matters or concerns;
- iii. Day and night spot inspections by agency inspectors;
- iv. Phone-patch contact with the agency 24hrs/day;
- v. Submit daily attendance and reports to authorized assigned officer;
- vi. Other services, if needed:
 - a. Intelligence and investigation services (overt/covert);
 - b. Request military assistance and coordinate to police with regards to medico-legal cases; and
 - c. Provides extra guards during special events or occasions.
- vii. Assistance to PWDs, senior citizens and pregnant clients in both clinical and non-clinical areas as stipulated in the area of assignment;
- viii. Effectively and continuously safeguard and protect VMC officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other unlawful acts that can cause harm to their person and/or property within VMC premises;
- ix. Effectively and continuously safeguard and protect VMC properties from theft, arson, pilferage, robbery, trespassing, and other unlawful acts, including those of third persons or strangers, that can cause loss, damage or destruction of the said properties;
- x. Maintain peace and order within VMC premises;
- xi. Enhance security measures by inspecting all incoming and outgoing items, bags, and personal belongings of VMC Personnel, patient watchers/companion and visitors at all entry and exit points within hospital premises;
- xii. The AGENCY personnel who shall be assigned at the Main Entrance Door post shall serve as public assistance and information officer;
- xiii. The deployed security guards shall be responsible inspection of baggage/s, personal belongings of visitors, and watchers at point of entry and exit, as well as vehicle parking assistance shall be obligatory on their part;
- xiv. Maintain effective discipline and full control and supervision over the security personnel assigned under this Contract, as well as the manner of performance of their duties. However, the AGENCY binds itself to cause the implementation and enforcement of all rules, regulations or directives that VMC may issue concerning the conduct of said security personnel; and

- xv. Performs other related tasks that maybe assigned by the immediate supervisor/higher superior.

VII. SUPPLIES, MATERIALS, AND EQUIPMENT

- a. The CONTRACTOR/AGENCY must provide the following items necessary for security operation:
 - i. Prescribed basic uniform (Polo Barong for SO; Long Sleeves Barong for OIC-SO) for each security personnel;
 - ii. Emergency lights/flashlights (at least one unit per post);
 - iii. Raincoats, Rain boots and Umbrella for the guards;
 - iv. Firearm depository box for the following post:
 - a. VMC Main Entrance for short firearms
 - b. VMC E.D. Entrance for long firearms
 - c. VMC Motorpool for short firearms
 - d. VMC IDS Building for short firearms
 - e. VMC Annex Building for short firearms
 - v. Bundy Clock
 - vi. Handheld Metal detectors (4 units)
 - vii. Logbooks
 - viii. Two-way radio and accessories for every post to be connected to VMC Radio Communication Station duly licensed and authorized by the National Telecommunication Commission.
 - ix. Hand cuffs (all post)
 - x. Expandable Steel Stick Baton (all post)
 - xi. Pepper sprays-liquid propelled and stun gun (all post)
 - xii. Short Firearms (Administrative Building, IDS Building, Motorpool and Support Building)
 1. Firearms must be in good condition
 2. Covered with license by PNP
 3. With complete load of ammunition
 - xiii. Night stick (all post)
 - xiv. Provision of Medicine Kit (Motorpool and IDS post)
 - xv. One (1) Unit Base Radio and eight (8) units handheld Radios as communications equipment of deployed security guards
 - xvi. Sixty-four (64) Security Cameras (CCTV) with four (4) 42" colored Television, four (4) HD DVR up to 16 channels, records at 1080p resolution, includes pre-installed HDD dedicated to records of minimum 15 days per DVR each equipped with dedicated Automatic Voltage Regulator (AVR), HDMI and VGA output at up to 1920 x 1080p, Live view from PC, MAC, smartphone/tablets, total of sixty-four (64) IR bullet/dome type camera indoor/outdoor HD 1080p, 2.0mp megapixel CMOS image sensor
- b. Loss, maintenance, repair and replacement of tools/equipment necessary and incidental to the performance of obligations stated in this document shall be for the account of the Security Agency;

VIII. OTHER MATTERS

- a. The AGENCY shall faithfully comply with statutory remittances such as SSS, PAGIBIG and PHILHEALTH.
- b. The AGENCY shall be held responsible or liable for any loss of property, absconded patients, injury or damage sustained or caused by reason of the willful, unlawful or negligent act or omission of the AGENCY or of its personnel or representative agency. The cost of such losses, repair of damages and treatment of injury shall be charged to the AGENCY.
- c. VMC, with valid reason including but not limited to when the assigned security guard's performance is prejudicial to the best interest of the service, may order the AGENCY for immediate replacement of any or all security guards assigned by the latter and that the decision in this regard is final.
- d. The AGENCY shall correct any shortcomings on its part on the delivery of services to the satisfaction of VMC, which shall not be limited to the replacement of any guard or needed security equipment within 24 hours upon receipt of a written report from VMC.
- e. The AGENCY shall pay the salaries/wages of the security guards within three (3) days after release of payment by the VMC. In case there is a delay of payment by the VMC, the AGENCY shall pay the guards in advance not later than the 10th day of the month or the 25th day of the 2nd half of the month, as the case maybe.
- f. The AGENCY should follow the LABOR LAW rate or rules on its financial proposal. In case when there is a mandated increase in wages and COLA within the contract period by the PADPAO, the AGENCY and VMC will implement the wage order.
- g. The VMC shall not be responsible for any claims for general injury, including death sustained by the security personnel or any third person arising out of or in the course of the performance of the functions of the security guards pursuant to this contract. It is expressly understood that no employee-employer relationship exists between the parties or of their employees, representatives and agents.

IX. TERMS OF PAYMENT

- a. Payment shall be based on actual services rendered by the AGENCY;
- b. For and in consideration of the services to be rendered by the AGENCY, VMC shall, during the existence of this contract, pay the AGENCY within seven (7) working days upon the receipt of the following complete documents submitted by the AGENCY and evaluated by VMC:
 - i. Billing Statement;
 - ii. Payroll of Personnel;
 - iii. Daily Time Record (DTR) to be submitted by all personnel; duly signed by personnel and supervisor/s and countersigned by AGENCY'S authorized personnel; and
 - iv. Proof of remittances to SSS, Pag-IBIG and PhilHealth of previous month.
- c. Proof of actual payment of 13th month pay and Emergency COLA if being paid in a monthly basis; in case said bonus or incentives are not paid within the billing month, a certification stating that said bonus and incentives shall be paid in the month and date mandated by the laws and regulations.
- d. The payment of the amount stipulated in the preceding paragraph shall be the limit of VMC obligation for the entire duration of this contract subject to the usual government accounting and auditing rules and regulations; Provided that, all taxes due the Government shall be borne by the AGENCY; and provided finally, that should the VMC desire to get additional security guards in excess of the number stipulated herein at any time before the expiration of this Contract, the rate per head shall be the same as the rate herein agreed upon and stipulated.
- e. In the event should there be any wage increase in favor of the assigned security guards subsequent to the execution of the Contract pursuant to a law, executive order, decree, or wage order, the AGENCY shall be entitled to receive the same. The AGENCY, however, must first inform the VMC in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.
- f. In case additional permanent personnel of the AGENCY will be deployed at VMC for the duration of contract, the former shall furnish the latter additional performance bond to cover the said personnel.

X. SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT

- a. Violation by the AGENCY in any of the provisions stipulated herein, shall be ground for the pre-termination of this Contract and shall entitle VMC to claim forfeiture of the performance bond posted by the AGENCY in accordance with RA 9184;
- b. Performance of Security Personnel provided by the AGENCY will be evaluated every month by the EFMS during the duration of their contract based on VMC's performance evaluation form;
- c. Based on the performance evaluation subject of the preceding item, VMC, in its sole discretion, may terminate this Contract in case of the SECURITY AGENCY's failure to perform any of its obligations as enumerated in Section IV – Scope of Work of this Terms of Reference. Likewise, VMC may order replacement of guard/s in case of unsatisfactory individual performance or non-compliance with the required security services; and
- d. The Contract may also be terminated if the AGENCY fails to receive an over-all rating of at least 3 (Satisfactory) during the effectivity of the Contract. This could be basis for the post-qualification of your bid tender for your next participation in VMC bidding with optimum score of 3 (Satisfactory) and above.

WARRANTIES

- a. The security guards assigned in VMC shall in no case be considered employees of the VMC, and as such, the AGENCY shall be solely responsible for any and all claims for personal injury and damage, including death, caused by said security guards to any third party in the course of the performance of their functions and duties.
- b. The AGENCY shall hold the VMC free from any and all claims and damages, or liabilities arising out of injuries, in connection with or incidental to the performance of the contractor's undertaking.
- c. The AGENCY shall hold the VMC entirely free and harmless from any action or liability whatsoever arising from any claim by any or all of the personnel provided by the AGENCY performing services pursuant to this contract, whether under the Workmen's Compensation Law, and any or all the Philippine Labor Laws, it being agreed that the Security Guards are not the employees of the VMC, and it also being understood that due and faithful compliance with the aforementioned laws shall devolve entirely upon the AGENCY.
- d. The AGENCY shall faithfully pay wages, compensation and other benefits to its employees in accordance with the minimum wage and other existing laws relating to the wages and compensation of its employees. The Agency must strictly comply with.
- e. The AGENCY shall, upon official notice by the VMC, immediately replace the services of the AGENCY's employees whose behavior, appearance, conduct and performance is not in conformity with standards set by the VMC. It is understood that the assigned security personnel shall be under the direct employ, control and supervision of the AGENCY.
- f. The AGENCY warrants the qualifications and proper performance of duties of the Security Guards deployed or posted as required by the VMC under the terms and conditions herein stipulated, and with the degree of due diligence required of similar security agencies for similar contracts as provided by the pertinent laws, rules and regulations;

XI. WARRANTY AGAINST BENEFITS

The AGENCY warrants and promised to not give any money or gift to any employee of the VMC, or any instrumentality thereof to secure this contract.

XII. ASSIGNMENT

This Contract shall be binding upon the AGENCY, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the AGENCY shall not in any manner assign or transfer its rights and obligations under this Contract without the prior written consent of VMC.

XIII. DAMAGES TO PERSONS AND PROPERTY

The AGENCY shall be liable with its concerned employees and personnel for any damage or losses and against all claims, demands and proceedings caused to VMC, its property and/or injury to its staff and to any other third persons due to the negligence or criminal acts committed by the personnel and shall repair, replace and/or pay for such damage or damages as the case may be, immediately upon formal demand of VMC.

XIV. RESERVATION CLAUSE

The VMC reserves the right to reject documents which do not comply with the requirements, waive any formalities of documents or consider any submission of documents as substantial compliance, reject any and all bids, declare a failure of bidding, annul the bidding process, or not to award the contract, in accordance with the provision of RA 9184 and its IRR. VMC assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of bid.

XV. CONFIDENTIALITY CLAUSE

The AGENCY agrees that the services covered by this Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the former may subject VMC to the compromise of its security, and may incur actual and/or constructive loss or damage, and therefore, the AGENCY hereby agrees that the AGENCY and any of its personnel shall not, during the term of this Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to VMC which the AGENCY or its personnel may have acquired or which came to its/their knowledge or possession during the performance of their obligations to VMC;

XVI. SEVERABILITY CLAUSE

If any provision of this Contract is held void or unenforceable for any reason, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

Other Concerns:

- The Price Schedule should be filled completely or put zero if not applicable.
- The final unit price should be stated.
- In the Price Schedule, "For Goods Offered from Abroad Form" will be used if the origin of the item is from abroad, if manufactured in the Philippines, "For Goods Offered from Within the Philippines Form" shall be used. (Please use the attached Form/Template)
- Bid Bulletin will be posted, if any.

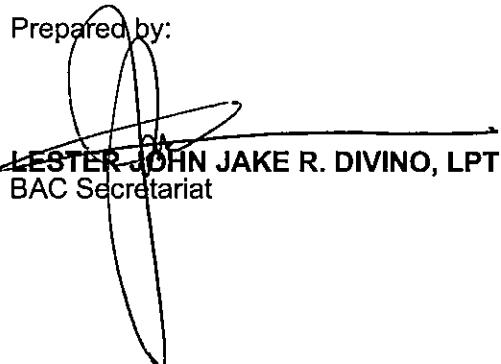
POSTED IN BIDDING DOCUMENTS	AMENDMENT
TERMS OF REFERENCE	
IV. QUALIFICATIONS OF THE SERVICE PROVIDER	
s. The AGENCY must compliant to Data Privacy Law. t. ... u. ... v. ... w. ...	s. The AGENCY must be compliant to Data Privacy Law. <i>t. Certificate of No Final Adverse Decision from any Court.</i> <i>u. Certificate of Compliance to DOLE DO 174 s.2017. (Minimum Paid Up Capital)</i> <i>v. Certification that the bidder has the capability to pay salaries of guards with its own funds up to two (2) months.</i> <i>w. Compliance to Cost Distribution template of PADPAO rates as per DOLE NCR Wage Order No. 25.</i>
VI. SCOPE OF SERVICES	
d. The AGENCY must conduct orientation and training to its security personnel: ➤ Individual Customer Service Orientation Certificate; and ➤ Individual Gun Safety Training Certificate;	d. The AGENCY must conduct orientation and training to its security personnel: ➤ Individual Customer Service Orientation Certificate; and ➤ Individual Gun Safety Training Certificate;

	➤ <i>Basic CCTV Operation</i>
VII. SUPPLIES, MATERIALS, AND EQUIPMENT	
a. The CONTRACTOR/AGENCY must provide the following items necessary for security operation:	
i. Prescribed basic uniform for each security personnel; preferably polo barong	i. Prescribed basic uniform (<i>Polo Barong for SO; Long Sleeves Barong for OIC-SO</i>) for each security personnel;
iv. Firearm depository box for the following post:	
a. VMC Main Entrance for short firearms b. VMC ER Entrance for long firearms c. ... d. ... e. ...	a. VMC Main Entrance for short firearms b. VMC <i>E.D.</i> Entrance for long firearms c. VMC Motorpool for short firearms d. VMC IDS Building for short firearms e. VMC Annex Building for short firearms
x. Expandable Steel Stick Baton (all post) All other numbers move because of the addition of VII. X.	
xiv. Provision of Medicine Kit (Motorpool and IDS post)	
xiv. Forty-eight (48) up to Sixty-two (62) Security Cameras (CCTV) with four (4) 42" colored Television, four (4) HD DVR up to 16 channels, records at 1080p resolution, includes pre-installed HDD dedicated to records of minimum 15 days per DVR each equipped with dedicated Automatic Voltage Regulator (AVR), HDMI and VGA output at up to 1920 x 1080p, Live view from PC, MAC, smartphone/tablets, total forty-eight (48) up to sixty-two (62) IR bullet/dome type camera indoor/outdoor HD 1080p, 2.0mp megapixel CMOS image sensor	xvi. Sixty-four (64) Security Cameras (CCTV) with four (4) 42" colored Television, four (4) HD DVR up to 16 channels, records at 1080p resolution, includes pre-installed HDD dedicated to records of minimum 15 days per DVR each equipped with dedicated Automatic Voltage Regulator (AVR), HDMI and VGA output at up to 1920 x 1080p, Live view from PC, MAC, smartphone/tablets, total of sixty-four (64) IR bullet/dome type camera indoor/outdoor HD 1080p, 2.0mp megapixel CMOS image sensor.
ADDITIONAL REQUIREMENTS BY VMC (POST-QUALIFICATION)	
<ul style="list-style-type: none"> • Certificate of Good Performance from EFMS with Satisfactory Rating for existing suppliers for the last three (3) years. 	

BID Opening will be on November 13, 2024, 10:00 AM (FACE-TO-FACE) at the BAC Office, 2nd Floor Annex Building, Valenzuela Medical Center.

The pre-bidding conference was adjourned at 12:00 pm.

Prepared by:


LESTER JOHN JAKE R. DIVINO, LPT
BAC Secretariat

Noted by:


SHIRLENE V. VIANZON
Chairperson, BAC