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Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 12373055
Procuring Entity CARLOS HILADO MEMORIAL STATE UNIVERSITY
Title Procurement of Security Services (Manpower Only) for the University-wide
Area of Delivery Negros Occidental

Solicitation Number:	CHMSU 26-003-0905-S	Status	Pending
Trade Agreement:	Implementing Rules and Regulations	Associated Components	9
Procurement Mode:	Public Bidding	Bid Supplements	0
Classification:	Goods - General Support Services	Document Request List	0
Category:	Security Services	Date Published	06/09/2025
Approved Budget for the Contract:	PHP 9,408,659.80	Last Updated / Time	05/09/2025 10:29 AM
Delivery Period:	10 Month/s	Closing Date / Time	29/09/2025 09:00 AM
Client Agency:			
Contact Person:	Rowena De la Vida Prado Administrative Assistant II Mabini Street Talisay City Negros Occidental Philippines 6115 63-34-7120005 Ext.142 63-939-9296624 bac.sec@chmsu.edu.ph		

Description

CARLOS HILADO MEMORIAL STATE UNIVERSITY
 BIDS AND AWARDS COMMITTEE
 TALISAY CITY, NEGROS OCCIDENTAL

INVITATION TO BID
 FOR THE PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY)
 FOR THE UNIVERSITY-WIDE
 CHMSU 26-003-0905-S

1. The Carlos Hilado Memorial State University, through the Corporate Budget for the Contract of 2026 approved by the governing Board (MDS & INCOME), intends to apply the sum of NINE MILLION FOUR HUNDRED EIGHT THOUSAND SIX HUNDRED FIFTY-NINE PESOS & 80/100 (Php 9,408,659.80) ONLY being the Approved Budget for the Contract (ABC) to payments under the contract for the PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITY-WIDE. Bids received in excess of the ABC shall be automatically rejected at bid opening.

ONE (1) LOT SECURITY SERVICES (MANPOWER ONLY) PhP 9,408,659.80
 =====

2. The Carlos Hilado Memorial State University now invites bids for the above Procurement Project. Delivery of the Services is required by Ten (10) Months upon receipt of Notice to Proceed. Bidders should have completed, within two (2) 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 the non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 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 5183.

4. Prospective bidders may obtain further information from CARLOS HILADO MEMORIAL STATE UNIVERSITY and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M.

The BAC Secretariat
Brgy. Zone I, Mabini St.,
Talisay City, Negros Occidental

5. A complete set of Bidding Documents may be acquired by interested Bidders on September 6 - 29, 2025 (9:00A.M.) from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php 10,000.00) Only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The CHMSU will hold a Pre-Bid conference on 9:30 A.M., September 15, 2025 at Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or through video conferencing or webcasting via Zoom Meeting with ID No. 540 036 7488, Meeting Password 091525, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental, (ii) online or electronic submission at bac.sec@chmsu.edu.ph or (iii) both on or before 9:00 A.M., September 29, 2025. Late bids shall not be accepted.

Bids may be submitted through electronic mail to bac.sec@chmsu.edu.ph provided that the bidding documents are compressed into two (2) separate archived folders (zip or rar format) and which each folder shall be labelled as "First Envelope_Name of Company_Project Reference Number" and "Second Envelope_Name of Company_Project Reference Number" and each is uniquely password-protected;

Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

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 09:30 A.M., September 29, 2025, at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental through Zoom Meeting ID No. 540 036 7488, Meeting Password 092925. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The Carlos Hilado Memorial State University 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 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MS. LIGAYA E. FUENTES, Ph.D.
Head-BAC Secretariat
Carlos Hilado Memorial State University
Brgy. Zone 1, Mabini St.,
Talisay City, Negros Occidental
Email Add.: bac.sec@chmsu.edu.ph
Telephone Nos.: (034) 454-0529; 454-0584 local 142
Mobile No.: 0920-5833046
Website: chmsu.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: chmsu.edu.ph

For online bid submission: bac.sec@chmsu.edu.ph

ATTY. RICCI L. SIASON
BAC Vice-Chairperson

Line Items

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	ONE (1) LOT	Security Services (Manpower Only)	1	Lot	9,408,659.80

Pre-bid Conference

Date	Time	Venue
15/09/2025	9:30:00 AM	Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or

through video conferencing or webcasting
via Zoom Meeting with ID No. 540 036
7488, Meeting Password 091525

Created by Rowena De la Vida Prado
Date Created 05/09/2025

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BY:

SEP 05 2025

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10:06

Bids and Awards Committee

INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITY-WIDE CHMSU 26-003-0905-S



1. The Carlos Hilado Memorial State University, through the Corporate Budget for the Contract of 2026 approved by the governing Board (MDS & INCOME), intends to apply the sum of **NINE MILLION FOUR HUNDRED EIGHT THOUSAND SIX HUNDRED FIFTY-NINE PESOS & 80/100 (Php 9,408,659.80) ONLY** being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITY-WIDE**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

ONE (1) LOT SECURITY SERVICES (MANPOWER ONLY)

Php 9,408,659.80
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2. The Carlos Hilado Memorial State University now invites bids for the above Procurement Project. Delivery of the Services is required by **Ten (10) Months upon receipt of Notice to Proceed**. Bidders should have completed, within two (2) 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 the non-discretionary *pass/fail* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184.

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6. The CHMSU will hold a **Pre-Bid conference** on **9:30 A.M., September 15, 2025** at **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental** and or through video conferencing or webcasting via **Zoom Meeting** with ID No. **540 036 7488**, Meeting Password **091525**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental**, (ii) online or electronic submission at bac.sec@chmsu.edu.ph or (iii) both on or before **9:00 A.M., September 29, 2025**. Late bids shall not be accepted.

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✉ bac.sec@chmsc.edu.ph
☎ (034) 712 0005 local 142
🌐 chmsc.edu.ph

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Bids and Awards Committee

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ATTY. RICCI L. SIASON
BAC Vice-Chairperson



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Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, CARLOS HILADO MEMORIAL STATE UNIVERSITY wishes to receive Bids for the **PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITY-WIDE** with identification number CHMSU 26-003-0905-S.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2026 in the amount of **NINE MILLION FOUR HUNDRED EIGHT THOUSAND SIX HUNDRED FIFTY-NINE PESOS AND 80/100 (Php 9,408,659.80) ONLY**.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

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 exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, 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

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 **September 15, 2025, 9:30 A.M.** at the Bidding Rm., 2/F Supply and Property Management Bldg., CHMSU Talisay Campus.

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 two (2) 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.

- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 until **January 27, 2026**. 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 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 follows:
- 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

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITY-WIDE b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.
19.3	ONE (1) LOT SECURITY SERVICES Php 9,408,659.80
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).
21.2	No further instructions.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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 Condition of Contract

GCC Clause	
1.1(g)	The Procuring Entity is CHMSU
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is <u>INCOME and MDS</u> in the amount of <u>NINE MILLION FOUR HUNDRED EIGHT THOUSAND SIX HUNDRED FIFTY-NINE PESOS AND 80/100 ONLY</u> (Php 9,408,659.80)
1.1(k)	The Project Sites are CHMSU Talisay, Alijis, Fortune Towne, Binalbagan and Fermin Campuses
5.1	<p>The Procuring Entity's Address for Notices is:</p> <p>ATTY. RICCI L. SIASON BAC Vice-Chairperson CARLOS HILADO MEMORIAL STATE UNIVERSITY BRGY. ZONE 1, MABINI STREET TALISAY CITY, NEGROS OCCIDENTAL</p> <p>Contact Person: c/o <u>MS. LIGAYA E. FUENTES, PhD</u> <u>Head, BAC Secretariat</u></p> <p>Fax and Telephone No.: <u>(034) 454 – 0584 / 454 - 0529 local 142</u></p> <p>The Supplier's address for the Notices is:</p> <p>_____</p> <p>_____</p>
5.2.6	<p>All bid prices for a duration of ten (10) months shall be fixed and shall not be adjusted during contract implementation, except for the following:</p> <ol style="list-style-type: none"> a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, b. Increase in tax; and c. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security personnel, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded. <p>The procuring entity shall ensure that the foregoing allowable price adjustment are specified under Section 8.1 of the Special Conditions off Contract of the PBDs.</p>

	<p>d. The Financial Proposal shall contain a breakdown of all costs, including cost of supplies and equipment, necessary for the execution of the contract.</p> <p>e. Procuring entities shall expressly provide, under <i>Section VII. Technical Specifications</i>, which shall form part of the Contract under Section 13.1 of the General Conditions of the Contract of the PBDs, that the Private Security Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.</p> <p>The performance criteria to be applied shall include, among others, the following: (i) quality of service delivered; (ii) time management, (iii) management and suitability of the personnel; (iv) contract administration and management; (v) provision of regular progress reports.</p> <p>f. Before end of each year, procuring entities shall conduct an assessment or evaluation of the performance of the Private Security Agency based on the set of performance criteria prescribed under <i>Section VII. Technical Specifications</i>.</p> <p>g. Based on its assessment, the procuring entity may pre-terminate the contract for failure by the Private Security Agency to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.</p>
6.2	<p>Delivery and Documents –</p> <p>Delivery of the Security Services shall be made by the Private Security Agency on a Monthly basis covering the period of 10 months for F.Y 2026. Upon delivery of the Security Services to the Project Site, the Private Security Agency shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY:</p> <p>a. Original and four (4) copies of Monthly Deployment Report (MDR) duly accomplished by the Private Security Agency at the end of each month stating the names of the security personnel, salary rates and actual attendance;</p>
	<p>b. Proof of remittance of Premiums to SSS, PhilHealth, PAG-IBIG and ECC for the benefit of the security personnel.</p> <p>c. The Private Security Agency shall provide Security Services for CHMSU as provided for in these terms of reference.</p> <p>d. The Private Security Agency shall comply with all relevant laws, rules and regulations pertaining to the employment of labor, existing or which hereafter be enacted including but not limited to the Labor Code of the Philippines, Social Security Law, Employees Compensation, Philippine Health Insurance Fund and Home Development Mutual Fund.</p>

	<p>e. All obligations under the provisions of the above-enumerated laws, other related pertinent statutes and existing CHMSU internal Rules and Regulations presently in force and effect shall be complied with and strictly observed.</p> <p>f. Should the Private Security Agency fail to comply with its obligation under the above-enumerated laws and other related pertinent statutes, CHMSU shall have the option to either rescind this Contract or deduct from the service fee any amount due and demandable from the Private Security Agency for its obligations to CHMSU including interest and penalties, if any. This option is without prejudice on the right of CHMSU to confiscate the bond filed by the Private Security Agency, as well as to avail of other remedies provided by law.</p> <p>g. The Private Security Agency shall report all its employees to SSS, PhilHealth, PAG-IBIG for coverage and their contribution as well as all amortization for salary/education/calamity and other loans shall be updated.</p> <p>h. The Private Security Agency shall execute a sworn statement, before CHMSU pays the consideration or part thereof under this Contract, that the Private Security Agency shall submit a copy of its official payrolls duly signed by the Payroll Master/or equivalent and the President/Owner and signed by its worker assigned to perform the services every time the consideration is paid by CHMSU.</p> <p>i. It is expressly and manifestly understood and agreed upon that all employees and/or workers of the Private Security Agency are not employees and/or laborers of CHMSU. Neither is there any employee-employer relationship between CHMSU and the Private Security Agency.</p> <p>j. The Private Security Agency shall not sub-contract the performance of the service subject of this Contract or any part thereof without prior written conformity of CHMSU.</p> <p>k. The Private Security Agency shall immediately restore/repair/replace/pay any loss/es or damage/s caused to the CHMSU-owned properties/pending investigation by the Agency and validated by Management.</p> <p>l. The Private Security Agency shall make all payments of salaries/compensation to service personnel through individual Automated Teller Machine (ATM) services.</p>
10.4	Not applicable
13.4(c)	No further instructions.
16.1	<p>The inspections and tests that will be conducted is:</p> <p>Spot inspections on the performance of security personnel at any time it may deem necessary.</p>

	CHMSU or its representative shall have the right to inspect at any point during the existence of the contract to confirm their conformity to the Contract specifications at no extra cost to CHMSU and at the expense of the Private Security Agency.
17.3	No further instructions.
17.4	No further instructions.
21.1	No additional provision If the Private Security Agency is a joint venture, all partner to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Security Services Personnel	35 Security Guards	35 Security Guards	10 months (FY 2026)

TERMS OF REFERENCE

Eligibility of Bidders (Private Security Agency¹)

1. The Private Security Agency (PSA) must be 100% Filipino-owned and shall not employ more than two thousand private security professionals.
2. The PSA Operator or Licensee shall possess the following qualifications:²
 - a. Must be at least 25 years of age;
 - b. Must hold a bachelor's degree;
 - c. Must be a part owner of the company or, in the case of a juridical entity, holder of at least one share of stock with voting rights;
 - d. Must be of good moral character;
 - e. Must not have been convicted of any crime or offense involving moral turpitude; and
 - f. Must be physically and mentally fit, and pass the neuro-psychiatric test and drug test administered by the Philippine National Police (PNP);

In case of a juridical entity, the operator or licensee shall be the President or any of its directors, complying with the above requirements and duly authorized by their Board of Directors.

3. It must possess a License to Operate (LTO) duly issued by the Chief PNP with a validity period for a maximum of five (5) years, subject to renewal.
4. Must have at least one (1) year of experience in campus security.³
5. Net Financial Contracting Capacity (NFCC) at least equal to ABC.

Government Mandatory Compliance Documents

1. A valid License to Operate issued by the Chief PNP or a duly authorized representative.
2. Certified true copy of the following, if applicable:
 - a. Securities and Exchange Commission (SEC) Registration Certificate (if corporation) to include, but not limited to, recent corporate and financial reports as submitted to and stamped received by the SEC;

- b. Cooperative Development Authority (CDA) Registration Certificate (if cooperative) to include, but not limited to, recent corporate and financial reports as submitted to and stamped received by the CDA;
3. Department of Trade and Industry (DTI) Registration to provide proof of legal identity and rights to use the business name,
4. Certification as proof of paid remittances duly issued and certified by the Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), and Pagtutulungan sa Kinabukasan: Ikaw, Bangko, Industria at Gobyerno (Pag-IBIG) within the last six (6) months from the bid submission date, and Department of Labor and Employment (DOLE) clearance issued within one (1) month from the bid submission date.
5. Certified true copy of Bureau of Internal Revenue (BIR) Registration; BIR clearance of the participating bidder shall be valid on the date of opening of bids; Certified true copies of the latest VAT, Withholding, and Income Tax returns submitted and stamped received by the BIR.
6. Certified true copies of the latest Mayor's Permit/Business Permit and Licenses.
7. Certificate of Membership from Philippine Association of Detective and Protective Agency Operators, Inc (PADPAO), duly certified by the Chapter President.
8. Certified copy of Judicial License to Own and Possess Firearms (LTOPF) and Firearms Registration issued by the Firearms and Explosives Office (FEO).
9. Updated List of registered firearms owned and possessed by the PSA with a complete description, including serial and license number, duly certified by the Philippine National Police-Firearms Explosive Security and Guard Supervision (PNP-FESAGS)

Bidder's Documents

1. Letter Offer indicating and/or with the following attachments:
2. Company Profile and organizational setup
3. List (within 3 years from the latest contract) of clients with guard posts of not less than Fifty (50) guards and at least one hundred (100) reserves, indicating:
 - Company
 - Kind of organization
 - Business activity
 - Number of guards
 - Contract-inclusive dates
 - Contact person and contact details
 - Certification from the client school as to experience duly certified by the institution.
4. List of Equipment (within 3 years from the latest contract) with detailed description and acquisition dates (e.g., car/motorcycle and other necessary equipment).
5. Private Security Professionals (PSP).
 - All deployed PSPs shall possess a License to Exercise Security Profession (LESP) issued by Philippine National Police - Supervisory Office for Security and

Investigation Agencies (PNP-SOSIA), which shall be valid for a period of 5 years from the date of its issuance.

- Trainings required shall include the following:
 - Pre-licensing requirements of Individual Private Security Professionals (PSP)
 - Periodic and non-periodic in-service skill refreshers
 - PSP Skills development
- Present the original with the photocopy of the above-mentioned documents (LESP and certificate of training attended)

6. Proposed Security Management Plan with the following format and contents:

I. Introduction

II. Objectives

III. Policy Strategy Formulation

IV. Security Management Procedure

1. Hiring Procedure

2. Training/Re-training

3. Reporting System

4. Composition and Disposition of Guards

5. Duties and Function of PSP

a. Patrolling building installations and perimeters.

b. Guarding restricted areas against unauthorized entry.

c. Maintaining a control system for locks and keys.

d. Controlling the entry and movement of pedestrians and vehicles.

e. Monthly check-up of fire extinguishers.

f. Preventing the loss or damage of campus property.

g. Enforcing campus/company policies, rules, and regulations.

h. Enforcing employees', students', and visitors' ID systems.

i. Carry out contingencies during bomb threats, fire, robbery, hostage, or similar emergency situations and natural calamities.

j. Carrying out special assignments during periods of emergency/ special events.

k. Coordinate monitoring of the CCTV system with the duly authorized personnel of the University.

l. Assisting in administering first aid as first responders during accidents or medical emergencies.

m. Preparing and submitting incident reports for all security-related events.

V. Firearms and ammunition

VI. Communication equipment

VII. Disciplinary action and/or administrative sanctions to be imposed on erring guards and private security agency personnel.

VIII. Control Measures

IX. Contingency Plan

X. Transition Plan

XI. Detailed Routine Operations

XII. Innovative Approaches to campus security, such as joint trainings/drills on fire/disaster preparedness.

7. Certificate of site inspection issued by the Vice President for Administration and Finance/Chief Administrative Officer for the main campus and Executive Director for external campuses of the University.
8. Other add-on services may be offered (**not indicated in the PR or TOR Example: Special Occasion/s that need/s security service but without charge**).

Number and qualifications of Private Security Professionals (PSP)

1. Thirty-five (35) PSP (4 lady PSP, 1 each campus, except the Fermin campus)
 - The Private Security Professionals deployed in all campuses of Carlos Hilado Memorial State University (CHMSU) shall:
 - Be at least college level, preferably a Criminology student/graduate
 - Not be less than 23 but not more than 45 years of age;
 - With height measurement of at least 5'2" for women and 5'4" for men;
 - Must have a Body Mass Index (BMI) within the healthy range of 18.5–24.9, in accordance with WHO standards
 - Private Security Professionals
 - All PSPs deployed shall possess a License to Exercise Private Security Profession (LESP) issued by PNP-SOSIA, which shall be valid for a period of 5 years from the date of its issuance.⁵ Must be valid for at least 1 year from the new contract.
 - Shall be required to have an updated training which shall include the following⁵:
 - Pre-licensing requirements of Individual Private Security Professionals (PSP)
 - Periodic and non-periodic in-service skill refreshers
 - Gun Handling and Gun Safety Training
 - PSP Skills development
 - Medical Aid / First Aid
 - Present the original document with the photocopy of the above-mentioned documents (LESP and certificate of training attended)
 - NBI clearance
 - PNP clearance
 - Barangay clearance
 - Physical/Medical/Health Certificate
 - Psychoneurotic test
 - Drug test
 - Personal Data Sheet
 - Covered by an accident insurance
 - COVID-19 vaccination card (as the need arises)

The same requirements shall also be submitted prior to the replacement of relieved / pullout of PSP already deployed, subject to the approval of management.

2. Provision of at least two (2) additional security professionals as a reserve force to support extraordinary requirements during periods of need, **without additional cost to the University.**

3. **Manpower Requirement.**

Campus	No. of Guards
Talisay	13
Alijis	7
Fortune Towne	7
Binalbagan	6
Fermin	2
Total	35

Firearms (including accessories and ammunition)

1. In every 2 Private Security Professionals deployed in each campus, one (1) 9mm caliber pistol shall be issued to them. Additionally, each PSP not possessing a pistol shall be equipped with a taser or stun gun.
 - a. Provide a vault for the above-mentioned firearms.
 - b. Each issued pistol must have at least 2 units of magazines with full load ammunition in each of the magazines.
2. CHMSU shall be allocated by the PSA a total of 5 units of 12-gauge shotguns to be distributed to each campus. Each must be provided with enough ammunition.
3. Monthly inventory of firearms issued to each PSPs.
4. Semi-annual conduct of FA Proficiency (Gun Handling and Gun Safety) at the accredited and licensed Firing Range within the area of the PSA Location.

The possession of firearms by PSPs shall only be allowed during their tour of duty, in proper uniform, and within the university premises, except when they escort and secure large amounts of cash or valuables.⁴

Supplies, Materials, and Equipment

1. **Mobile Transport**
 - One (1) bicycle for each campus, and shall be regularly maintained by the Private Security Agency.
2. **Communication**
 - All PSP on duty should have UHF radios.
 - One (1) UHF radio for every Executive Director/CAO-Admin.
3. **Uniforms**

- Two sets of uniforms shall be issued to each PSP. One set shall be shouldered by the PSA, and the other set shall be paid through Salary Deduction from the PSP.
4. Other Equipment
 - Complete rain gear (e.g., coat and boots), whistle, club/nightstick, handcuff, and complete first aid kit.
 - Reflectorized traffic vest and gloves for every campus guard post.
 - Functional Metal detector with a complete battery for every campus.
 - Functional Stun Gun with battery for every campus.
 - Vehicle inspection mirror one (1) per campus guard post. The dimensions of the mirror should not be less than 12 square inches, convex type.
 5. Office Supplies
 - Logbook
 - 12 pieces for each campus
 - 3 sets per campus/post (entrance, vehicle, exit, including roving).
 - Tickler Notebook for each security guard.
 - Ballpoint pen, two (2) boxes with fifty (50) pieces, color blue.

Bid Price Computation

The bid price computation shall comply with the following:

- Wages shall be in accordance with the latest wage order in Region VI, Regional Tripartite Wages and Productivity Board (RTWPB) Wage Order No. RBVI-27 and other wage laws/statutory obligations prescribed by law in this jurisdiction;
- The minimum administrative fee that may be charged by the Private Security Agency to CHMSU shall not be less than twenty percent (20%) of the total contract cost, subject to adjustment by the Department of Labor and Employment.⁶

Scope of Services

1. The Private Security Agency (PSA) shall provide security on a 24/7 basis.
2. The PSA shall have a pool of reserve guards to ensure the presence of adequate relievers whenever the need arises.
3. The PSA shall assign female PSP only in areas expressly identified by CHMSU.
4. The PSA shall submit to the University the results of mandatory semi-annual drug testing for all its deployed security personnel taken from the Government Accredited drug testing laboratory.
5. The PSA shall be responsible to CHMSU for any injury or damage to or loss of property during their tour of duty due to assault, arson, theft, robbery, mischief, or any unlawful acts or negligence.
 - During its watch, ALL losses of equipment, materials, CHMSU vehicles, and other properties, due to any cause, must be reported immediately from the time of loss or damage. These reports should be certified by the Executive Directors concerned and concurred by the Vice President for Administration and Finance/Chief Administrative Officer, and such losses shall be chargeable against the Private Security Agency.

6. CHMSU, in coordination with the PSP, upon entry of the individuals in the University premises, shall:
 - Conduct an inspection of bags, personal belongings, and other items brought into the premises.
 - Perform a plain-view inspection of vehicles belonging to incoming and outgoing personnel, students, and guests of any CHMSU unit under its jurisdiction.
 - Require any individual, whether student, employee, or visitor, to present proof of authority or a permit, duly signed by the Executive Director or the Vice President for Administration and Finance/Chief Administrative Officer, Administration, before entering the premises or undertaking any experiment or activity inside University buildings during non-official hours. Such activities include, but are not limited to, the use, movement, or removal of office equipment and peripherals.
 - Deny entry or withhold equipment in the absence of the required proof or permit.
 - Deploy CHMSU vehicles in accordance with the General Services Office (GSO) policy to support security operations.

Right to Vary Security Services Requirement

1. CHMSU reserves the right to vary its security services requirements, in cases of exigency of service, such as but not limited to:
 - a. Campus Institutional activities which require an increased deployment of guards/additional relievers.
 - b. Seminars and trainings for PSP are conducted by the University, which requires relievers.
2. There shall be no adjustment in contract amount/unit prices except as may otherwise be allowed by law or GPPB regulations.
3. The Private Security Agency shall conduct a regular proficiency training/seminar in coordination with CHMSU on its guards during the contract period.

Manner of Payment

1. The Private Security Agency shall provide a Performance Security Bond in the form and amount prescribed by R.A. 9184 and its Implementing Rules and Regulations prior to the signing of the contract.
2. The Performance Security Bond will answer for the PSAs outstanding obligations, liabilities, and damages suffered by CHMSU arising out of, or in connection with, the contract of service.
3. The Performance Security Bond shall be co-terminus with the duration of the contract of services, including its extension/s, plus sixty (60) working days thereafter.
4. Payment shall be made every fifteenth (15th) day and at the end of each month for security services rendered per billing submitted by the Private Security Agency and shall be supported by a properly accomplished payroll showing the gross amount earned, deductions, and the net amounts payable to the PSPs and properly signed daily time records. The number of Private Security Professionals considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster and Purchase Order covering the billing period.

5. The Private Security Agency hereby binds itself to pay its employees assigned in accordance with the provisions of the pertinent laws and/or other legal issuances governing security agencies. The Private Security Agency shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws, and shall comply with the provisions of all other Philippine laws relative to its employees. For information purposes, the Private Security Agency shall, at the end of the month, submit to CHMSU reports and/or information concerning illness and/or accidents occurring or befalling its employees assigned to the university. If CHMSU becomes liable to any employee of the Private Security Agency under the provisions of any law resulting from the Private Security Agency's failure to comply with said law, the PSA shall reimburse CHMSU for all payments made to said employee, including the cost of suit as the case may be. The Private Security Agency shall, together with its billings, submit to CHMSU a sworn statement certifying that it has paid the salaries, wages, and/or benefits due to its guards under the law for the billing period.

Period of Termination

1. The contract of services shall be for **10 months** commencing upon approval of the Board of Regents and issuance of a Notice to Proceed.
2. The contract of services may also be terminated if the Private Security Agency receives an overall rating of "poor" during the quarterly evaluation period.
3. Any violation of the terms and conditions shall give CHMSU the right to terminate the contract.
4. On the above premise, CHMSU shall notify the Private Security Agency of its position/decision in writing by registered mail or by personal service. Contract termination shall only take effect after thirty (30) calendar days from the Private Security Agency's receipt of written notice thereof.

Deployment and Discipline of Guard Details

CHMSU and the Private Security Agency shall agree on the details of deployment and supervision of Private Security Professionals provided by the Private Security Agency under a Security Management Plan, which shall be finalized and agreed upon between them within 15 days from execution of the contract.

1. The Private Security Agency shall be responsible for instilling discipline among the ranks of its Private Security Professionals. The use of Android/iOS cellular devices during their tour of duty is prohibited. CHMSU shall maintain the prerogative of requiring the suspension or replacement of PSP by the Private Security Agency found to perform poorly or who violate CHMSU rules or standards. The Private Security Agency shall be jointly and severally liable with the PSP concerned in the event that the latter shall be guilty of inflicting damage to property or injury to persons within CHMSU premises as a consequence of their wrongful act or omission in the performance of their functions.
2. CHMSU retains its prerogative of formulating and enforcing security measures within the campuses. The Private Security Agency shall assist CHMSU in enforcing such measures and policies without question.
3. The Vice President for Administration and Finance/Chief Administrative Officer-Administration shall exercise supervisory control over the PSPs through and with the Executive Director and or his/her designated authorized representative.

4. The Private Security Agency shall conduct monthly, unannounced inspections of PSP on duty at any time of the day or night. These inspections are to ensure compliance with CHMSU's standards and the Private Security Agency's protocols. The Private Security Agency shall submit a written inspection report to CHMSU within three (3) working days after each inspection. CHMSU reserves the right to require the suspension or replacement of any security personnel found non-compliant or underperforming.

Emergency and Disaster Management

The Private Security Agency shall likewise assist CHMSU in the provision of emergency and disaster management services whenever required. To this end, the Private Security Agency shall continue to provide its security personnel with training and equipment needed to address potential emergencies (bomb threat, fire, robbery, hostage situation) or disaster risk situations (earthquake, typhoon, flood, pandemic) that may affect the CHMSU community.

Miscellaneous Requirements

The Private Security Agency shall submit documents showing updated monthly remittances to SSS, PhilHealth, and Pag-IBIG in favor of the Private Security Professionals deployed in CHMSU.

References:

¹ RA 11917 II Sec. 4

² RA 11917 II Sec. 5

³ RA 11917 II Sec. 6-7

⁴ RA 11917 II Sec. 10

⁵ RA 11917 III Sec. 12-13

⁶ RA 11917 II Sec. 9

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the Funding Source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance												
1	<p>Manpower Requirements. The Security Agency shall provide CHMSU with Thirty Five (35) Security Guards with the following schedule, to wit:</p> <table><tr><th>Campus</th><th>No. of Guards</th></tr><tr><td>Talisay</td><td>13</td></tr><tr><td>Alijis</td><td>7</td></tr><tr><td>Fortune Towne</td><td>7</td></tr><tr><td>Binalbagan</td><td>6</td></tr><tr><td>Fermin</td><td>2</td></tr></table>	Campus	No. of Guards	Talisay	13	Alijis	7	Fortune Towne	7	Binalbagan	6	Fermin	2	<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. 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 ITB Clause 3.1(1.2) and/or GCC Clause 2.1(a.2)</p>
Campus	No. of Guards													
Talisay	13													
Alijis	7													
Fortune Towne	7													
Binalbagan	6													
Fermin	2													
	<p>Firearms (including accessories and ammunition)</p> <p>1. In every 2 Private Security Professionals deployed in each campus, one (1) 9mm caliber pistol shall be issued to them. Additionally, each PSP not possessing a pistol shall be equipped with a taser or</p>													

stun gun.

- a. Provide a vault for the above-mentioned firearms.
 - b. Each issued pistol must have at least 2 units of magazines with full load ammunition in each of the magazines.
2. CHMSU shall be allocated by the PSA a total of 5 units of 12-gauge shotguns to be distributed to each campus. Each must be provided with enough ammunition.
 3. Monthly inventory of firearms issued to each PSPs.
 4. Semi-annual conduct of FA Proficiency (Gun Handling and Gun Safety) at the accredited and licensed Firing Range within the area of the PSA Location.

The possession of firearms by PSPs shall only be allowed during their tour of duty, in proper uniform, and within the university premises, except when they escort and secure large amounts of cash or valuables.⁴

Supplies, Materials, and Equipment

1. Mobile Transport

- One (1) bicycle for each campus, and shall be regularly maintained by the Private Security Agency.

2. Communication

- All PSP on duty should have UHF radios.
- One (1) UHF radio for every Executive Director/CAO-Admin.

3. Uniforms

- Two sets of uniforms shall be issued to each PSP. One set shall be shouldered by the PSA, and the other set shall be paid through Salary Deduction from the PSP.

4. Other Equipment

- Complete rain gear (e.g., coat and boots), whistle, club/nightstick, handcuff, and complete first aid kit.
- Reflectorized traffic vest and gloves for every campus guard post.
- Functional Metal detector with a complete battery for every campus.
- Functional Stun Gun with battery for every

	<p>campus.</p> <ul style="list-style-type: none"> • Vehicle inspection mirror one (1) per campus guard post. The dimensions of the mirror should not be less than 12 square inches, convex type. <p>5. Office Supplies</p> <ul style="list-style-type: none"> • Logbook <ul style="list-style-type: none"> • 12 pieces for each campus • 3 sets per campus/post (entrance, vehicle, exit, including roving). • Tickler Notebook for each security guard. • Ballpoint pen, two (2) boxes with fifty (50) pieces, color blue. 	
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Security Services Office

Project Name: **University-wide Security Services**

TERMS OF REFERENCE

Eligibility of Bidders (Private Security Agency¹)

1. The Private Security Agency (PSA) must be 100% Filipino-owned and shall not employ more than two thousand private security professionals.
2. The PSA Operator or Licensee shall possess the following qualifications:²
 - a. Must be at least 25 years of age;
 - b. Must hold a bachelor's degree;
 - c. Must be a part owner of the company or, in the case of a juridical entity, holder of at least one share of stock with voting rights;
 - d. Must be of good moral character;
 - e. Must not have been convicted of any crime or offense involving moral turpitude; and
 - f. Must be physically and mentally fit, and pass the neuro-psychiatric test and drug test administered by the Philippine National Police (PNP);

In case of a juridical entity, the operator or licensee shall be the President or any of its directors, complying with the above requirements and duly authorized by their Board of Directors.

3. It must possess a License to Operate (LTO) duly issued by the Chief PNP with a validity period for a maximum of five (5) years, subject to renewal.
4. Must have at least one (1) year of experience in campus security.³
5. Net Financial Contracting Capacity (NFCC) at least equal to ABC.

Government Mandatory Compliance Documents

1. A valid License to Operate issued by the Chief PNP or a duly authorized representative.
2. Certified true copy of the following, if applicable:
 - a. Securities and Exchange Commission (SEC) Registration Certificate (if corporation) to include, but not limited to, recent corporate and financial reports as submitted to and stamped received by the SEC;
 - b. Cooperative Development Authority (CDA) Registration Certificate (if cooperative) to include, but not limited to, recent corporate and financial reports as submitted to and stamped received by the CDA;
3. Department of Trade and Industry (DTI) Registration to provide proof of legal identity and rights to use the business name,
4. Certification as proof of paid remittances duly issued and certified by the Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), and Pagtutulungan sa Kinabukasan: Ikaw, Bangko, Industria at Gobyerno (Pag-IBIG) within the last six (6) months from the bid submission date, and Department of Labor and Employment (DOLE) clearance issued within one (1) month from the bid submission date.
5. Certified true copy of Bureau of Internal Revenue (BIR) Registration; BIR clearance of the participating bidder shall be valid on the date of opening of bids; Certified true copies of the latest VAT, Withholding, and Income Tax returns submitted and stamped received by the BIR.
6. Certified true copies of the latest Mayor's Permit/Business Permit and Licenses.
7. Certificate of Membership from Philippine Association of Detective and Protective Agency Operators, Inc (PADPAO), duly certified by the Chapter President.
8. Certified copy of Judicial License to Own and Possess Firearms (LTOPF) and Firearms Registration issued by the Firearms and Explosives Office (FEO).



Security Services Office

9. Updated List of registered firearms owned and possessed by the PSA with a complete description, including serial and license number, duly certified by the Philippine National Police-Firearms Explosive Security and Guard Supervision (PNP-FESAGS)

Bidder's Documents

1. Letter Offer indicating and/or with the following attachments:
2. Company Profile and organizational setup
3. List (within 3 years from the latest contract) of clients with guard posts of not less than Fifty (50) guards and at least one hundred (100) reserves, indicating:
 - Company
 - Kind of organization
 - Business activity
 - Number of guards
 - Contract-inclusive dates
 - Contact person and contact details
 - Certification from the client school as to experience duly certified by the institution.
4. List of Equipment (within 3 years from the latest contract) with detailed description and acquisition dates (e.g., car/motorcycle and other necessary equipment).
5. Private Security Professionals (PSP)
 - All deployed PSPs shall possess a License to Exercise Security Profession (LESP) issued by Philippine National Police - Supervisory Office for Security and Investigation Agencies (PNP-SOSIA), which shall be valid for a period of 5 years from the date of its issuance.
 - Trainings required shall include the following:
 - Pre-licensing requirements of Individual Private Security Professionals (PSP)
 - Periodic and non-periodic in-service skill refreshers
 - PSP Skills development
 - Present the original with the photocopy of the above-mentioned documents (LESP and certificate of training attended)
6. Proposed Security Management Plan with the following format and contents:
 - I. Introduction
 - II. Objectives
 - III. Policy Strategy Formulation
 - IV. Security Management Procedure
 1. Hiring Procedure
 2. Training/Re-training
 3. Reporting System
 4. Composition and Disposition of Guards
 5. Duties and Function of PSP
 - a. Patrolling building installations and perimeters.
 - b. Guarding restricted areas against unauthorized entry.
 - c. Maintaining a control system for locks and keys.
 - d. Controlling the entry and movement of pedestrians and vehicles.
 - e. Monthly check-up of fire extinguishers.
 - f. Preventing the loss or damage of campus property.
 - g. Enforcing campus/company policies, rules, and regulations.
 - h. Enforcing employees', students', and visitors' ID systems.
 - i. Carry out contingencies during bomb threats, fire, robbery, hostage, or similar emergency situations and natural calamities.
 - j. Carrying out special assignments during periods of emergency/ special events.



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Security Services Office

- k. Coordinate monitoring of the CCTV system with the duly authorized personnel of the University.
 - l. Assisting in administering first aid as first responders during accidents or medical emergencies.
 - m. Preparing and submitting incident reports for all security-related events.
- V. Firearms and ammunition
 - VI. Communication equipment
 - VII. Disciplinary action and/or administrative sanctions to be imposed on erring guards and private security agency personnel.
 - VIII. Control Measures
 - IX. Contingency Plan
 - X. Transition Plan
 - XI. Detailed Routine Operations
 - XII. Innovative Approaches to campus security, such as joint trainings/drills on fire/disaster preparedness.
7. Certificate of site inspection issued by the Vice President for Administration and Finance/Chief Administrative Officer for the main campus and Executive Director for external campuses of the University.
 8. Other add-on services may be offered (**not indicated in the PR or TOR Example: Special Occasion/s that need/s security service but without charge**).

Number and qualifications of Private Security Professionals (PSP)

1. Thirty-five (35) PSP (4 lady PSP, 1 each campus, except the Fermin campus)
 - The Private Security Professionals deployed in all campuses of Carlos Hilado Memorial State University (CHMSU) shall:
 - Be at least college level, preferably a Criminology student/graduate
 - Not be less than 23 but not more than 45 years of age;
 - With height measurement of at least 5'2" for women and 5'4" for men;
 - Must have a Body Mass Index (BMI) within the healthy range of 18.5–24.9, in accordance with WHO standards
 - Private Security Professionals
 - All PSPs deployed shall possess a License to Exercise Private Security Profession (LESP) issued by PNP-SOSIA, which shall be valid for a period of 5 years from the date of its issuance.⁵ Must be valid for at least 1 year from the new contract.
 - Shall be required to have an updated training which shall include the following⁵:
 - Pre-licensing requirements of Individual Private Security Professionals (PSP)
 - Periodic and non-periodic in-service skill refreshers
 - Gun Handling and Gun Safety Training
 - PSP Skills development
 - Medical Aid / First Aid
 - Present the original document with the photocopy of the above-mentioned documents (LESP and certificate of training attended)
 - NBI clearance
 - PNP clearance
 - Barangay clearance
 - Physical/Medical/Health Certificate
 - Psychoneurotic test
 - Drug test



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- Personal Data Sheet
- Covered by an accident insurance
- COVID-19 vaccination card (as the need arises)

The same requirements shall also be submitted prior to the replacement of relieved / pullout of PSP already deployed, subject to the approval of management.

2. Provision of at least two (2) additional security professionals as a reserve force to support extraordinary requirements during periods of need, **without additional cost to the University**.
3. Manpower Requirement.

Campus	No. of Guards
Talisay	13
Alijis	7
Fortune Towne	7
Binalbagan	6
Fermin	2
Total	35

Firearms (including accessories and ammunition)

1. In every 2 Private Security Professionals deployed in each campus, one (1) 9mm caliber pistol shall be issued to them. Additionally, each PSP not possessing a pistol shall be equipped with a taser or stun gun.
 - Provide a vault for the above-mentioned firearms.
 - Each issued pistol must have at least 2 units of magazines with full load ammunition in each of the magazines.
2. CHMSU shall be allocated by the PSA a total of 5 units of 12-gauge shotguns to be distributed to each campus. Each must be provided with enough ammunition.
3. Monthly inventory of firearms issued to each PSPs.
4. Semi-annual conduct of FA Proficiency (Gun Handling and Gun Safety) at the accredited and licensed Firing Range within the area of the PSA Location.

The possession of firearms by PSPs shall only be allowed during their tour of duty, in proper uniform, and within the university premises, except when they escort and secure large amounts of cash or valuables.⁴

Supplies, Materials, and Equipment

1. Mobile Transport
 - One (1) bicycle for each campus, and shall be regularly maintained by the Private Security Agency.
2. Communication
 - All PSP on duty should have UHF radios.
 - One (1) UHF radio for every Executive Director/CAO-Admin.
3. Uniforms
 - Two sets of uniforms shall be issued to each PSP. One set shall be shouldered by the PSA, and the other set shall be paid through Salary Deduction from the PSP.
4. Other Equipment
 - Complete rain gear (e.g., coat and boots), whistle, club/nightstick, handcuff, and complete first aid kit.
 - Reflectorized traffic vest and gloves for every campus guard post.
 - Functional Metal detector with a complete battery for every campus.



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- Functional Stun Gun with battery for every campus.
 - Vehicle inspection mirror one (1) per campus guard post. The dimensions of the mirror should not be less than 12 square inches, convex type.
5. Office Supplies
- Logbook
 - 12 pieces for each campus
 - 3 sets per campus/post (entrance, vehicle, exit, including roving).
 - Tickler Notebook for each security guard.
 - Ballpoint pen, two (2) boxes with fifty (50) pieces, color blue.

Bid Price Computation

The bid price computation shall comply with the following:

- Wages shall be in accordance with the latest wage order in Region VI, Regional Tripartite Wages and Productivity Board (RTWPB) Wage Order No. RBVI-27 and other wage laws/statutory obligations prescribed by law in this jurisdiction;
- The minimum administrative fee that may be charged by the Private Security Agency to CHMSU shall not be less than twenty percent (20%) of the total contract cost, subject to adjustment by the Department of Labor and Employment.⁶

Scope of Services

1. The Private Security Agency (PSA) shall provide security on a 24/7 basis.
2. The PSA shall have a pool of reserve guards to ensure the presence of adequate relievers whenever the need arises.
3. The PSA shall assign female PSP only in areas expressly identified by CHMSU.
4. The PSA shall submit to the University the results of mandatory semi-annual drug testing for all its deployed security personnel taken from the Government Accredited drug testing laboratory.
5. The PSA shall be responsible to CHMSU for any injury or damage to or loss of property during their tour of duty due to assault, arson, theft, robbery, mischief, or any unlawful acts or negligence.
 - During its watch, ALL losses of equipment, materials, CHMSU vehicles, and other properties, due to any cause, must be reported immediately from the time of loss or damage. These reports should be certified by the Executive Directors concerned and concurred by the Vice President for Administration and Finance/Chief Administrative Officer, and such losses shall be chargeable against the Private Security Agency.
6. CHMSU, in coordination with the PSP, upon entry of the individuals in the University premises, shall:
 - Conduct an inspection of bags, personal belongings, and other items brought into the premises.
 - Perform a plain-view inspection of vehicles belonging to incoming and outgoing personnel, students, and guests of any CHMSU unit under its jurisdiction.
 - Require any individual, whether student, employee, or visitor, to present proof of authority or a permit, duly signed by the Executive Director or the Vice President for Administration and Finance/Chief Administrative Officer, Administration, before entering the premises or undertaking any experiment or activity inside University buildings during non-official hours. Such activities include, but are not limited to, the use, movement, or removal of office equipment and peripherals.
 - Deny entry or withhold equipment in the absence of the required proof or permit.
 - Deploy CHMSU vehicles in accordance with the General Services Office (GSO) policy to support security operations.



Security Services Office

Right to Vary Security Services Requirement

1. CHMSU reserves the right to vary its security services requirements, in cases of exigency of service, such as but not limited to:
 - a. Campus Institutional activities which require an increased deployment of guards/additional relievers.
 - b. Seminars and trainings for PSP are conducted by the University, which requires relievers.
2. There shall be no adjustment in contract amount/unit prices except as may otherwise be allowed by law or GPPB regulations.
3. The Private Security Agency shall conduct a regular proficiency training/seminar in coordination with CHMSU on its guards during the contract period.

Manner of Payment

1. The Private Security Agency shall provide a Performance Security Bond in the form and amount prescribed by R.A. 9184 and its Implementing Rules and Regulations prior to the signing of the contract.
2. The Performance Security Bond will answer for the PSAs outstanding obligations, liabilities, and damages suffered by CHMSU arising out of, or in connection with, the contract of service.
3. The Performance Security Bond shall be co-terminus with the duration of the contract of services, including its extension/s, plus sixty (60) working days thereafter.
4. Payment shall be made every fifteenth (15th) day and at the end of each month for security services rendered per billing submitted by the Private Security Agency and shall be supported by a properly accomplished payroll showing the gross amount earned, deductions, and the net amounts payable to the PSPs and properly signed daily time records. The number of Private Security Professionals considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster and Purchase Order covering the billing period.
5. The Private Security Agency hereby binds itself to pay its employees assigned in accordance with the provisions of the pertinent laws and/or other legal issuances governing security agencies. The Private Security Agency shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws, and shall comply with the provisions of all other Philippine laws relative to its employees. For information purposes, the Private Security Agency shall, at the end of the month, submit to CHMSU reports and/or information concerning illness and/or accidents occurring or befalling its employees assigned to the university. If CHMSU becomes liable to any employee of the Private Security Agency under the provisions of any law resulting from the Private Security Agency's failure to comply with said law, the PSA shall reimburse CHMSU for all payments made to said employee, including the cost of suit as the case may be. The Private Security Agency shall, together with its billings, submit to CHMSU a sworn statement certifying that it has paid the salaries, wages, and/or benefits due to its guards under the law for the billing period.

Period of Termination

1. The contract of services shall be for **10 months** commencing upon approval of the Board of Regents and issuance of a Notice to Proceed.
2. The contract of services may also be terminated if the Private Security Agency receives an overall rating of "poor" during the quarterly evaluation period.
3. Any violation of the terms and conditions shall give CHMSU the right to terminate the contract.
4. On the above premise, CHMSU shall notify the Private Security Agency of its position/decision in writing by registered mail or by personal service. Contract termination shall only take effect after thirty (30) calendar days from the Private Security Agency's receipt of written notice thereof.



Security Services Office

Deployment and Discipline of Guard Details

CHMSU and the Private Security Agency shall agree on the details of deployment and supervision of Private Security Professionals provided by the Private Security Agency under a Security Management Plan, which shall be finalized and agreed upon between them within 15 days from execution of the contract.

1. The Private Security Agency shall be responsible for instilling discipline among the ranks of its Private Security Professionals. The use of Android/iOS cellular devices during their tour of duty is prohibited. CHMSU shall maintain the prerogative of requiring the suspension or replacement of PSP by the Private Security Agency found to perform poorly or who violate CHMSU rules or standards. The Private Security Agency shall be jointly and severally liable with the PSP concerned in the event that the latter shall be guilty of inflicting damage to property or injury to persons within CHMSU premises as a consequence of their wrongful act or omission in the performance of their functions.
2. CHMSU retains its prerogative of formulating and enforcing security measures within the campuses. The Private Security Agency shall assist CHMSU in enforcing such measures and policies without question.
3. The Vice President for Administration and Finance/Chief Administrative Officer-Administration shall exercise supervisory control over the PSPs through and with the Executive Director and or his/her designated authorized representative.
4. The Private Security Agency shall conduct monthly, unannounced inspections of PSP on duty at any time of the day or night. These inspections are to ensure compliance with CHMSU's standards and the Private Security Agency's protocols. The Private Security Agency shall submit a written inspection report to CHMSU within three (3) working days after each inspection. CHMSU reserves the right to require the suspension or replacement of any security personnel found non-compliant or underperforming.

Emergency and Disaster Management

The Private Security Agency shall likewise assist CHMSU in the provision of emergency and disaster management services whenever required. To this end, the Private Security Agency shall continue to provide its security personnel with training and equipment needed to address potential emergencies (bomb threat, fire, robbery, hostage situation) or disaster risk situations (earthquake, typhoon, flood, pandemic) that may affect the CHMSU community.

Miscellaneous Requirements

The Private Security Agency shall submit documents showing updated monthly remittances to SSS, PhilHealth, and Pag-IBIG in favor of the Private Security Professionals deployed in CHMSU.

Prepared by:


ROSALINDA S. TUVILLA, JD
Vice President for Administration & Finance

References:

¹ RA 11917 II Sec. 4

² RA 11917 II Sec. 5

³ RA 11917 II Sec. 6-7

⁴ RA 11917 II Sec. 10

⁵ RA 11917 III Sec. 12-13

⁶ RA 11917 II Sec. 9

**PROCUREMENT OF SECURITY SERVICES
FOR CARLOS HILADO MEMORIAL STATE UNIVERSITY
COST BREAKDOWN**
per Security Staff per month based on 8 hours work per day
Computations based on 393.5 days/year

1	Daily Wage Rate		
2	Average Salary per Month (Daily Wage Rate x 393.5 days/12 months)		
3	Add: Other Benefits		
	13th Month Pay (Average Salary per mo. x 1/12)		
	5 Days Incentive Pay (Average Salary per mo. x .016)		
4	Add: Night Shift Differential (Average Salary per Month x 10%)		
A.	TOTAL MONTHLY AMOUNT PAID DIRECTLY TO SECURITY STAFF (#2+#3+#4)		
5	Add: Payable to Government (Employer Share)		
	SSS Premium + ECC		
	Philhealth Premium		
	Pag-ibig Premium		
B.	TOTAL AMOUNT PAYABLE TO GOVERNMENT (Total Sum of #5)		
C.	TOTAL AMOUNT PAID TO SECURITY AND GOVERNMENT (A + B)		
6	Add: Agency Fee		
D.	OVERALL TOTAL (C + #6)		
7	12% Value Added Tax (Agency Fee x 12%)		
E.	TOTAL CONTRACT PRICE (D + 7)		
8	Number of Security Staff		
F.	TOTAL MONTHLY CONTRACT PRICE (E x #8)		
G.	TOTAL CONTRACT PRICE (Total Monthly Contract Price x 10 Months)		