

CONTRACT AGREEMENT

DEC 29 2023

THIS AGREEMENT made the _____ day of _____ between **Department of Budget and Management Regional Office VIII** of the Philippines (hereinafter called "the Entity") of the one part and **Vision Security Services Inc. of Tacloban City, Philippines** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Delivery of Security Services** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Eight Hundred Thirty-Five Thousand Three Hundred Eighty Pesos and 59/100 (P835,380.59) Only** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees**

that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Eight Hundred Thirty-Five Thousand Three Hundred Eighty Pesos and 59/100 (₱835,380.59) Only** or such other sums as may be ascertained, **Vision Security Services Inc.** agrees to provide **Security Services** in accordance with his/her/its Bid.
4. The **Department of Budget and Management Regional Office VIII** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


IMELDA C. LACERAS

for:

Department of Budget and Management
Regional Office VIII


RICARDO G. VALUIS, JR.

for:

Vision Security Services Inc.

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]


ATTY. EVANGELINE L. ESPERAS
NOTARY PUBLIC

NO. 2023-01-63/UNTIL DEC. 31, 2024
3RD FLR., ESPERAS BLDG., REAL ST. TAG. CITY
ROLL OF ATTORNEY'S NO. 35425
IBP (LIFETIME) NO. 004077 LEYTE CHAPTER
P.T.R. NO. 8320326/1-6-2023 I/TAG. CITY

DOC. No. 14
PAGE No. 4
BOOK No. C
SERIES OF 20 23

VSSI -

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.

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Male Security Guards (SG) pre-approved by the Procuring Entity The Guarding Schedule is as follows unless revised by the PE:	THREE (3) SGs : one(1) SG on nine(9) hour duty, one(1) SG on ten(10) hour duty & one(1) SG on eleven(11) hour duty, from Mondays to Sundays	10,050 man-hours	From January 1, to November 30, 2024
	<u>Post</u>	<u>Daily Schedule</u>	<u>No. of Hours</u>	<u>SG No./Remarks</u>
	DBM Building Lobby	6:00 AM – 8:00 AM 8:00 AM – 12:00 NN 12:00 NN – 1:00 PM 1:00PM – 7:00 PM 7:00PM – 6:00AM	2 4 1 6 11	1 2 1 2 3
	Main Gate	8:00 AM – 12:00 NN 1:00 PM – 3:00 PM	4 2	1 1
	Summary:			
	<u>Guard No.</u>	<u>No. of Duty Hours/Day</u>	<u>No. of Days/Hrs</u>	<u>No. of OT/NS *Hrs</u>
	1	9	335 / 3,015	1/0
	2	10	335 / 3,350	2/0
	3	11	335 / 3,685	3/8
		30	365 / 10,050	

Conforme and Comply :**VISION SECURITY SERVICES, INC.**

Name of Bidder

RICARDO G. VALUIS, JR.

Colonel PA (Ret.)

Signature Over Printed Name of Authorized Representative

President / General Manager

Position

TECHNICAL SPECIFICATIONS

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
1	Delivery of Security Services	COMPLY
	A. Scope of Work or Services to be rendered:	COMPLY
	The Security Agency shall provide the following specific services:	COMPLY
	1. Protect the general interest of the Procuring Entity (PE).	COMPLY
	2. Guard and secure all property of the PE or its officers/employees within its area of responsibility.	COMPLY COMPLY
	3. Strictly implement standing rules, regulations, guidelines and policies prescribed by the PE.	COMPLY COMPLY
	4. Prohibit the commission of any unlawful or illegal acts within the assigned PE's premises or its area of responsibility.	COMPLY COMPLY
	5. Report and provide assistance in cases of any sign of disorder, riots, strike or any serious violation of the law.	COMPLY COMPLY
	6. Protect PE or government property from theft, pilferage or damage.	COMPLY
	7. Report and provide assistance in cases of any emergency situations, such as fire, typhoon, or natural calamities.	COMPLY COMPLY
	8. Shall provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift) with the following minimum qualifications:	COMPLY COMPLY COMPLY
	a. At least College level;	COMPLY
	b. Must have at least three (3) years security related experience;	COMPLY
	c. Possess a valid driver's license; and	COMPLY
	d. Must have a Security Officer's Licensed issued by PNP.	COMPLY
	9. Perform their tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated in RA 11917 (The Private Security Services Industry Act) and its Implementing Rules and Regulations.	COMPLY COMPLY COMPLY COMPLY
	B. Manpower Qualifications	COMPLY
	The Security Guards (SG) shall have the following qualifications:	COMPLY
	a. At least college level;	COMPLY
	b. Of good moral character and reputation, courteous, alert and without criminal or police record;	COMPLY COMPLY
	c. Physically and Mentally fit;	COMPLY
	d. At least five feet two inches(5'2") in height;	COMPLY
	e. Duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearances for employment;	COMPLY COMPLY COMPLY
	f. In proper uniform and with other security paraphernalia such as flashlight, handheld radio, night stick, whistle, metal detector, First aid kit & other essential security paraphernalia;	COMPLY COMPLY COMPLY
	g. Armed with appropriate and functional rifle, shotgun, pistol or	COMPLY

revolver with sufficient ammunition at all times during hours of duty;	COMPLY
h. Must have passed the Pneu-rosychiatric Exam and;	COMPLY
i. In possession of such other qualifications required by RA No. 11917(The Private Security Services Industry Act) and its Implementing Rules and Regulations.	COMPLY COMPLY COMPLY
C. Obligations and Responsibility of the Security Agency	COMPLY
The Security Agency shall comply with the following obligations and responsibilities:	COMPLY COMPLY
1. Assume all losses in their areas of responsibility due to negligence /pilferages and negligence of their security guards after a thorough investigation.	COMPLY COMPLY COMPLY
2. Assume full responsibility for the acts of its SGs during performance of their duties.	COMPLY COMPLY
3. Cooperate with the PE's official investigation of any suspected criminal activity or in case of theft or similar incidents in their assigned area.	COMPLY COMPLY COMPLY
4. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the PE.	COMPLY COMPLY
5. Provide the total number of guards required in the assigned area every shift per Schedule of Requirements.	COMPLY COMPLY
6. Provide each SG on posts with firearm, handheld radio and metal detector at all times and ensure that said equipment conform to the applicable standards and covered with appropriate and valid licenses and documents	COMPLY COMPLY COMPLY COMPLY
7. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings and other structures considered critical and vulnerable.	COMPLY COMPLY COMPLY
8. The Security Agency shall not change or replace the SG without prior notice at least three(3) working days, and approved by the PE;	COMPLY COMPLY
9. Have the SG changed or replaced at any time upon request of the PE for justifiable reasons.	COMPLY COMPLY
10. Must provide their security guards with contact numbers of the PNP, BFP and hospitals for ready reference during emergency cases.	COMPLY COMPLY
11. Submit incident reports to the PE thru the Chief AO/ Security Officer within twenty four(24) hours after the incident for immediate action/ resolution by the PE.	COMPLY COMPLY COMPLY
D. Equipment Requirements	COMPLY
To be installed at/near the guard's posts (Main Gate, and DBM Lobby).	COMPLY
1. Hand held 2-way radio – 3 units	COMPLY
2. Stand by flood light – 3 units	COMPLY
3. Vehicle under chassis mirror – 1 pc	COMPLY
4. Rain boots (for each security guard)	COMPLY
5. Big Umbrellas – 3 pieces	COMPLY
6. Raincoat – 3 pcs.	COMPLY
7. Metal Detector – 2 units	COMPLY
E. Satisfactory Level of Performance	COMPLY
The Service Provider/Supplier shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria to be applied shall include, among others, the following:	COMPLY COMPLY COMPLY COMPLY
a. Quality of service delivered	COMPLY
b. time management and initiative	COMPLY

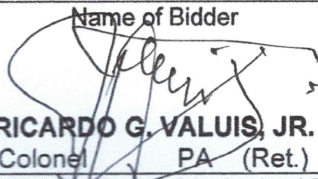
c. attitude and professional ethics;	COMPLY
d. Punctuality and attendance; and	COMPLY
F. Additional Set of Technical Parameters	COMPLY
1. Stability	COMPLY
a. Years of Experience – at least three (3) years in security operation	COMPLY COMPLY
b. Liquidity of the Contractor – should have a current ratio (current assets/current liabilities) of 2:1	COMPLY COMPLY
c. Organizational Set-up – must be compliant to RA 11917	COMPLY
2. Resources	COMPLY
a. No. of Licensed Firearms – one(1) firearm for every three (3) Security Guards in the Security Agency's employ.	COMPLY COMPLY
b. No. & Kind of Communication Devices – The Security Agency shall provide List of Communication Devices Owned (ex. Hand held radio, mobile and landlines)	COMPLY COMPLY COMPLY
c. No. & Kind of Motor Powered Vehicles – The Security Agency shall provide List of Motor Powered Vehicles Owned; and	COMPLY COMPLY
d. No. of Licensed Guards – at least 200 Security Guards	COMPLY
3. Security Plan	COMPLY
The Security Agency shall provide a Security Plan for the PE. Such Security Plan shall be presented by the Security Supervisor for review and approval by the PE within ten(10) calendar days from receipt of NOA and PO.	COMPLY COMPLY COMPLY COMPLY
4. Other Factors	COMPLY
a. Recruitment and Selection Criteria – The Security Agency shall provide their Company Policy on Recruitment & Selection.	COMPLY COMPLY COMPLY
b. Completeness of Uniforms and Other Paraphernalia - Guards shall be neat and clean in appearance and shall wear the prescribed uniforms with the appropriate identification cards, and required paraphernalia and firearm prior to posting.	COMPLY COMPLY COMPLY COMPLY

Reminder: The bidder shall only state "comply" or "not comply" against each of the individual parameters of each Specification stating the corresponding performance parameter.

Conforme and Comply:

VISION SECURITY SERVICES, INC.

Name of Bidder



RICARDO G. VALUIS, JR.
Colonel PA (Ret.)

Signature Over Printed Name of Authorized Representative

President / General Manager

Position

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.

A handwritten signature in black ink, appearing to be 'J. Smith', is written over a large, light-colored circular stamp or watermark.

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

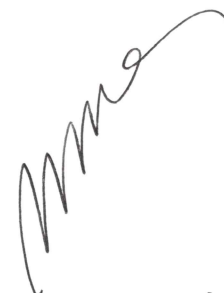
2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

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**.

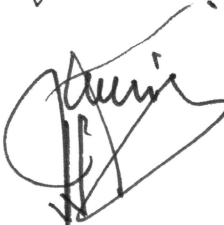
3. Performance Security

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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



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

- 5.1 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.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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




Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



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Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Lot 1 – Delivery of Security Services</p> <p>1. Delivery of the Security Services shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements and Technical Specifications. Within ten (10) calendar days from receipt of Letter/Notice declaring Early Procurement Activity (EPA) Lowest Calculated Responsive Bidder (LCRB), the Supplier shall present the following documents of the proposed security guards for the pre-approval by the Procuring Entity:</p> <p>For Security Guards:</p> <ul style="list-style-type: none"> a. Curriculum Vitae/Bio-data with pictures taken within the last six months of proposed Security Guards (SGs) to be detailed in the Procuring Entity; b. Health Certificate issued by any government hospital or any government facility authorized to issue the same within the pre-approval period or ten (10) calendar days from receipt of Letter/Notice declaring EPA LCRB; c. Philippine National Police (PNP) Clearance issued within six (6) months; d. Valid National Bureau of Investigation (NBI) Clearance; e. Duty Detail Orders; f. Copies of the SGs' License to Exercise Security Profession issued by the Philippine National Police (PNP); and g. Copies of the valid SGs' Neuro-Psychiatric Exam Results. <p>2. Within five (5) calendar days after the submission of the above-mentioned documents, the PE shall inform the approved names of SGs to be assigned in the PE and shall have a personal appearance with the PE escorted by the authorized Officer of the Security Agency and/or Supplier.</p> <p>3. The PE's representative for this pre-approval activity is MR. EMILIO M. ALBOS III, Chief Admin Officer & Chief Security Officer.</p> <p>4. Replacement of new security guards:</p>



	<p>The current set of security guards (SGs) shall be replaced with a new set in case a new supplier is awarded the Contract.</p> <p>However, if the current (CY 2023) security agency is awarded the contract, the same set of security guards shall be maintained subject to the evaluation on their performance by the DBM personnel and upon request by the Head of Procuring Entity.</p> <p>At any time during the Contract implementation, any security guard/s may be replaced immediately upon request of the Head of the Procuring Entity or her authorized representative.</p>
2.2	Starting February 2024 billing of the supplier, payment shall be made only by the Procuring Entity upon submission of the prior month's proof of payment to the concerned SGs which shall be every 15th and 30th day of the month and proof of remittances to PhilHealth, Social Security System (SSS) and Home Development Mutual Fund (HDMF).
4	The PE shall conduct inspections and tests at any time during the contract to assess the Supplier's compliance to the Schedule of Requirements and Technical Specifications. Any adverse findings shall be a ground for termination of contract at the option of the PE.
5	The period for correction of defects in the warranty period is within the day the defect was reported by the PE to the Supplier.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE VIII
VILLA RUIZ, BARANGAY 77, MARASBARAS, TACLOBAN CITY

BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin Delivery of Security and Janitorial Services ADDENDUM NO. 2023-01 November 15, 2023

This Supplemental/Bid Bulletin No. 2023-01 is issued to clarify, modify or amend items in the Bid Documents. This shall form part of the Bid Documents.

Items 7 and 9 of Invitation to Bid and Item 10.1 of Bid Data Sheet are hereby amended as follows:

Original/From	Amended/To
<p>Section I. Invitation to Bid</p> <p>7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before November 23, 2023, 9:30 AM, DBM Bundy Clock Time. Late bids shall not be accepted.</p> <p>9. Bid opening shall be on November 23, 2023, 1:30 PM, DBM Bundy Clock Time at the given address below and via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity virtually via Google Meet using the following link:</p> <p>Registration link: https://forms.gle/ounVHMP2AMQmDL3u8 Meeting link: meet.google.com/xqn-piui-uat</p>	<p>Section I. Invitation to Bid</p> <p>7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before December 1, 2023, 9:30 AM, DBM Bundy Clock Time. Late bids shall not be accepted.</p> <p>9. Bid opening shall be on December 1, 2023, 10:00 AM, DBM Bundy Clock Time at the given address below and via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity virtually via Google Meet using the following link:</p> <p>Registration link: https://forms.gle/ounVHMP2AMQmDL3u8 Meeting link: meet.google.com/xqn-piui-uat</p>

Original/From	Amended/To
<p>Section III. Bid Data Sheet</p> <p>10.1 Interested bidders may request the BAC to pre-check/review the eligibility and technical documents prior to the deadline of bid submission, from November 13-17, 2023, 8:00AM to 5:00PM, at the DBM-Regional Office VIII. This measure is being undertaken by the BAC to at least lessen the possibility of declaring ineligible bidder during the bid evaluation. However, this pre-checking will not any way affect the results of the evaluation to be conducted by the BAC during the actual day of bid evaluation based on the actual documents submitted by the concerned bidder.</p>	<p>Section III. Bid Data Sheet</p> <p>10.1 Interested bidders may request the BAC to pre-check/review the eligibility and technical documents prior to the deadline of bid submission, from November 20-24, 2023, 8:00AM to 5:00PM, at the DBM-Regional Office VIII. This measure is being undertaken by the BAC to at least lessen the possibility of declaring ineligible bidder during the bid evaluation. However, this pre-checking will not any way affect the results of the evaluation to be conducted by the BAC during the actual day of bid evaluation based on the actual documents submitted by the concerned bidder.</p>

For guidance and information of all concerned.

11/15/23
FLORITA M. LACDO-O
 BAC Chairperson

7



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE VIII
VILLA RUIZ, BARANGAY 77, MARASBARAS, TACLOBAN CITY

BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin Delivery of Security and Janitorial Services ADDENDUM NO. 2023-02 November 21, 2023

This Supplemental/Bid Bulletin No. 2023-02 is issued to clarify, modify or amend items in the Bid Documents. This shall form part of the Bid Documents.

A. Section VII. Technical Specifications

- The technical specifications for Lot 1 – Delivery of Security Services are hereby amended as follows:

Original/From	Amended/To
Lot 1 - Delivery of Security Services A. Scope of Work or Services to Be Rendered: The Security Agency shall provide the following specific services: 1. Protect the general interest of the Procuring Entity (PE). 2. Guard and secure all property of the PE or its officers/employees within its area of responsibility. 3. Strictly implement standing rules, regulations, guidelines and policies prescribed by the PE. 4. Prohibit the commission of any unlawful or illegal acts within the assigned PE's premises or its area of responsibility. 5. Report and provide assistance in cases of any sign of disorder, riots,	Lot 1 - Delivery of Security Services A. Scope of Work or Services to Be Rendered: The Security Agency shall provide the following specific services: 1. Protect the general interest of the Procuring Entity (PE). 2. Guard and secure all property of the PE or its officers/employees within its area of responsibility. 3. Strictly implement standing rules, regulations, guidelines and policies prescribed by the PE. 4. Prohibit the commission of any unlawful or illegal acts within the assigned PE's premises or its area of responsibility. 5. Report and provide assistance in cases of any sign of disorder, riots,

<p>strike or any serious violation of the law.</p> <p>6. Protect PE or government property from theft, pilferage or damage.</p> <p>7. Report and provide assistance in cases of any emergency situations, such as fire, typhoon, or natural calamities.</p> <p>8. Shall provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift) with the following minimum qualifications:</p> <ol style="list-style-type: none"> At least College level; Must have at least three (3) years security related experiences; Possess a valid driver's license; and Must have a Security Officer's License issued by PNP. <p>9. Perform their tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated in RA 5487 (Act Governing the Organization and Management of Private Security Agencies).</p> <p>B. Manpower Qualifications The Security Guards (SG) shall have the following qualifications:</p> <ol style="list-style-type: none"> At least college level; Of good moral character and reputation, courteous, alert and without criminal or police record; Physically and mentally fit; At least five feet two inches (5'2") in height; 	<p>strike or any serious violation of the law.</p> <p>6. Protect PE or government property from theft, pilferage or damage.</p> <p>7. Report and provide assistance in cases of any emergency situations, such as fire, typhoon, or natural calamities.</p> <p>8. Shall provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift) with the following minimum qualifications:</p> <ol style="list-style-type: none"> At least College level; Must have at least three (3) years security related experiences; Possess a valid driver's license; and Must have a Security Officer's License issued by PNP. <p>9. Perform their tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated in RA 11917 (The Private Security Services Industry Act) and its Implementing Rules and Regulations.</p> <p>B. Manpower Qualifications The Security Guards (SG) shall have the following qualifications:</p> <ol style="list-style-type: none"> At least college level; Of good moral character and reputation, courteous, alert and without criminal or police record; Physically and mentally fit; At least five feet two inches (5'2") in height;
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<p>e. Duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearances for employment;</p> <p>f. In proper uniform and with other security paraphernalia such as flashlight, hand held radio, night stick, whistle, metal detector, first aid kit & other essential security paraphernalia;</p> <p>g. Armed with appropriate and functional rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during hours of duty;</p> <p>h. Must have passed the Pneuropsychiatric Exam; and</p> <p>i. In possession of such other qualifications required by Republic Act (RA) No. 5487, as amended.</p>	<p>e. Duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearances for employment;</p> <p>f. In proper uniform and with other security paraphernalia such as flashlight, hand held radio, night stick, whistle, metal detector, first aid kit & other essential security paraphernalia;</p> <p>g. Armed with appropriate and functional rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during hours of duty;</p> <p>h. Must have passed the Pneuropsychiatric Exam; and</p> <p>i. In possession of such other qualifications required by RA 11917 (The Private Security Services Industry Act) and its Implementing Rules and Regulations.</p>
<p>C. Obligations and Responsibility of the Security Agency</p> <p>The Security Agency shall comply with the following obligations and responsibilities:</p> <ol style="list-style-type: none"> 1. Assume all losses in their areas of responsibility due to negligence/pilferages and negligence of their security guards after thorough investigation; 2. Assume full responsibility for the acts of its SGs during performance of their duties; 3. Cooperate with the PE's official investigation of any suspected 	<p>C. Obligations and Responsibility of the Security Agency</p> <p>The Security Agency shall comply with the following obligations and responsibilities:</p> <ol style="list-style-type: none"> 1. Assume all losses in their areas of responsibility due to negligence/pilferages and negligence of their security guards after thorough investigation; 2. Assume full responsibility for the acts of its SGs during performance of their duties; 3. Cooperate with the PE's official investigation of any suspected

<p>criminal activity or in case of theft or similar incidents in their assigned area;</p> <p>4. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the PE;</p> <p>5. Provide the total number of guards required in the assigned area every shift per Schedule of Requirements;</p> <p>6. Provide each SG on posts with firearm, handheld radio and metal detector at all times and ensure that said equipment conform to the applicable standards and covered with appropriate and valid licenses and documents;</p> <p>7. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings and other structures considered critical and vulnerable;</p> <p>8. The Security Agency shall not change or replace the SG without prior notice at least three (3) working days, and approved by the PE;</p> <p>9. Have the SG changed or replaced at any time upon request of the PE for justifiable reasons; and</p> <p>10. Must provide their security guards with contact numbers of the PNP, BFP and hospitals for ready reference during emergency cases.</p>	<p>criminal activity or in case of theft or similar incidents in their assigned area;</p> <p>4. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the PE;</p> <p>5. Provide the total number of guards required in the assigned area every shift per Schedule of Requirements;</p> <p>6. Provide each SG on posts with firearm, handheld radio and metal detector at all times and ensure that said equipment conform to the applicable standards and covered with appropriate and valid licenses and documents;</p> <p>7. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings and other structures considered critical and vulnerable;</p> <p>8. The Security Agency shall not change or replace the SG without prior notice at least three (3) working days, and approved by the PE;</p> <p>9. Have the SG changed or replaced at any time upon request of the PE for justifiable reasons; and</p> <p>10. Must provide their security guards with contact numbers of the PNP, BFP and hospitals for ready reference during emergency cases; and</p> <p>11. Submit incident reports to the PE thru the Chief AO/Security Officer within twenty-four (24) hours after the incident for immediate action / resolution by the PE.</p>
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<p>D. Equipment Requirements</p> <p>To be installed at/near the guard's posts (Main Gate and DBM Lobby).</p> <ol style="list-style-type: none"> 1. Hand held 2-way radio – 3 units 2. Stand by flood light– 3 units 3. Vehicle Under Chassis Mirror – 1 pc. 4. Rain boots (for each security guard) 5. Big Umbrellas – 3 pieces 6. Raincoat – 3 pcs 7. Metal detector – 2 units <p>E. Satisfactory Level of Performance</p> <p>The Service Provider/Supplier shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria to be applied shall include, among others, the following:</p> <ol style="list-style-type: none"> a. Quality of service delivered; b. time management and initiative; c. attitude and professional ethics; d. punctuality and attendance; and e. submit incident reports to the PE thru the Chief AO/Security Officer within twenty-four (24) hours after the incident for immediate action/resolution by the PE. <p>F. Additional Set of Technical Parameters</p> <p>1. Stability</p> <ol style="list-style-type: none"> a. Years of Experience – at least three (3) years in security operations. b. Liquidity of the Contractor – should have a current ratio (current assets/current liabilities) of 2:1 c. Organizational Set-up – must be compliant to RA 5487 	<p>D. Equipment Requirements</p> <p>To be installed at/near the guard's posts (Main Gate and DBM Lobby).</p> <ol style="list-style-type: none"> 1. Hand held 2-way radio – 3 units 2. Stand by flood light– 3 units 3. Vehicle Under Chassis Mirror – 1 pc. 4. Rain boots (for each security guard) 5. Big Umbrellas – 3 pieces 6. Raincoat – 3 pcs 7. Metal detector – 2 units <p>E. Satisfactory Level of Performance</p> <p>The Service Provider/Supplier shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria to be applied shall include, among others, the following:</p> <ol style="list-style-type: none"> a. Quality of service delivered; b. time management and initiative; c. attitude and professional ethics; and d. punctuality and attendance <p>F. Additional Set of Technical Parameters</p> <p>1. Stability</p> <ol style="list-style-type: none"> a. Years of Experience – at least three (3) years in security operations. b. Liquidity of the Contractor – should have a current ratio (current assets/current liabilities) of 2:1 c. Organizational Set-up – must be compliant to RA 11917
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<p>2. Resources</p> <ul style="list-style-type: none"> a. No. of Licensed Firearms – one (1) firearm for every three (3) Security Guards in the Security Agency's employ; b. No. & Kind of Communication Devices – The Security Agency shall provide List of Communication Devices Owned (ex. hand held radio, mobile and landlines); c. No. & Kind of Motor-Powered Vehicles – The Security Agency shall provide List of Motor-Powered Vehicles Owned; and d. No. of Licensed Guards – at least 200 Security Guards. <p>3. Security Plan</p> <p>The Security Agency shall provide a Security Plan for the PE. Such Security Plan shall be presented by the Security Supervisor for review and approval by the PE within ten (10) calendar days from receipt of letter/notice declaring EPA LCRB.</p> <p>4. Other Factors</p> <ul style="list-style-type: none"> a. Recruitment and Selection Criteria – The Security Agency shall provide their Company Policy on Recruitment & Selection; and b. Completeness of Uniforms and Other Paraphernalia – Guards shall be neat and clean in appearance and shall wear the prescribed uniforms with the appropriate identification cards, and required paraphernalia and firearm prior to posting. 	<p>2. Resources</p> <ul style="list-style-type: none"> a. No. of Licensed Firearms – one (1) firearm for every three (3) Security Guards in the Security Agency's employ; b. No. & Kind of Communication Devices – The Security Agency shall provide List of Communication Devices Owned (ex. hand held radio, mobile and landlines); c. No. & Kind of Motor-Powered Vehicles – The Security Agency shall provide List of Motor-Powered Vehicles Owned; and d. No. of Licensed Guards – at least 200 Security Guards. <p>3. Security Plan</p> <p>The Security Agency shall provide a Security Plan for the PE. Such Security Plan shall be presented by the Security Supervisor for review and approval by the PE within ten (10) calendar days from receipt of letter/notice declaring EPA LCRB.</p> <p>4. Other Factors</p> <ul style="list-style-type: none"> a. Recruitment and Selection Criteria – The Security Agency shall provide their Company Policy on Recruitment & Selection; and b. Completeness of Uniforms and Other Paraphernalia – Guards shall be neat and clean in appearance and shall wear the prescribed uniforms with the appropriate identification cards, and required paraphernalia and firearm prior to posting.
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B. Bidding Forms (Price Schedule)

- Hereunder are the amended Price Schedules for the Delivery of Security and Janitorial Services, to wit:

PRICE SCHEDULEName of Project: Lot 1: Delivery of Security Services

Name of Bidder: _____

Particulars	1SG w/ 1hr OT & No Night-Shift (6am - 3pm)	1SG w/ 2 hrs OT & No Night-Shift (8am - 12pm; 1pm - 7pm)	1SG w/ 3hrs OT & 8hrs Night-Shift (7pm-6am)	TOTAL for 3 SGs
REIMBURSABLE COSTS:				
A. Payable Directly to SG				
Basic Salary [(P375 x 360.60/11]				
Uniform Allowance (RA 11917)				
13th Month Pay [(P375 x 360.60 x 1/11)/12]				
Service Incentive Leave (SIL) [P375 x 5/12]				
Sub-total				
B. Amount to Government - Employer Share				
Retirement Benefit (RA 7641) (P375 x 22.5)/12				
SSS Premium				
State Insurance Fund (EC)				
PHIC Premium				
HDMF				
Sub-total				
C. Provision for OT & Night Differential				
Overtime Pay				
Night Differential				
Sub-total				
D. Total Reimbursable Costs (A + B + C)				
E. Administrative Cost/Agency Fee (not less than 20% of Total Reimbursable Cost)				
F. Contract Cost Before Tax (D + E)				
G. Tax Obligations (12% VAT of Agency Fee per RMC 39-2007)				
H. Total Monthly Contract Rate (F + G)				
I. Total Contract Rate for January 1-November 30, 2024				

Note: The rounding off per item was based on the general rule of rounding of decimal numbers to the nearest hundredths.

Name & Signature of Authorized Representative

Note: In preparing your bid, please consider the assumptions listed in the succeeding pages subject to labor laws and existing rules and regulations.

Assumptions and Parameters used in the above computation:

- 1) Number of months from January 1-November 30, 2024: 11 months
- 2) Basic Salary Computation is based on Wage Order No. RB VIII-22 effective June 27, 2022, "Providing for a Minimum Wage Increase in Region VIII".
- 3) Per **Handbook on Workers' Statutory Monetary Benefits, 2023 Edition (page 6-7)**, the computation of the **Estimated Equivalent Monthly Rate (EEMR)** of Daily-Paid Employees for those who are required to work everyday, including Sundays or rest days, special days and regular holidays:

	Calendar Days	Equivalent No. Of Days
Ordinary Working Days	273	273
Regular Holidays x 200%	10	20
Rest Days x 130%	47	61.1
Special Days x 130%	5	6.5
TOTAL	335	360.6

- 4) Uniform Allowance pursuant to **RA 11917** is P100/month.
- 5) Per **DOLE Labor Advisory No. 17, s. 2016** and **Handbook on Workers' Statutory Monetary Benefits, 2023 Edition**, the thirteenth-month pay shall not be less than one-twelfth (1/12) of the total basic salary earned by an employee in a calendar year.

Formula and Computation of 13th Month Pay

$$\frac{\text{Total basic salary earned during the year}}{12 \text{ months}} = \text{proportionate 13th month pay}$$

- 6) Per **Omnibus Rules Implementing the Labor Code, Rule V** and **Handbook on Workers' Statutory Monetary Benefits FY 2023**, provides that "Every employee who has rendered at least one (1) year of service is entitled to Service Incentive Leave (SIL) of five (5) days with pay."
- 7) Retirement Benefit pursuant to **RA 7641 approved on Dec. 9, 1992** is equivalent to one-half (1/2) month salary for every year of service. The term 1/2 month salary shall mean fifteen (15) days plus 1/12 of the 13th month pay and the cash equivalent of not more than five (5) days of service incentive leaves.

Per **Handbook on Workers' Statutory Monetary Benefits FY 2023**, for the purpose of computing retirement pay, "one-half month salary" shall include all of the following:

1. Fifteen (15) days salary based on the latest salary rate;
2. Cash equivalent of five (5) days of service incentive leave;
3. One-twelfth (1/12) of the thirteenth-month pay ($1/12 \times 365/12 = 0.083 \times 30.41 = 2.5$)

Thus, "one-half month salary" is equivalent to 22.5 days.

- 8) Pursuant to Republic Act No. 11199, otherwise known as Social Security Act of 2018, the provision for SSS premium contribution for FY 2024 is 14% (9.5% for employer and 4.5% for employee) which varies depending on compensation base. Compensation base refers to Basic Salary + 13th month pay + SIL + OT Pay + Night Differential. Table below shows the compensation base and amount of Employer SSS contribution per Security Guard:

Security Guards	Compensation Base	Employer
1SG w/ 1hr OT & No Night-Shift	15,413.55	1,472.50
1SG w/ 2 hrs OT & No Night-Shift	17,353.23	1,662.50
1SG w/ 3hrs OT & 8hrs Night-Shift	20,522.36	1,900.00

- 9) State Insurance Fund - P30.00 per employee per month in accordance with page 2 of the **ECC's Employer's Guide on Employees' Compensation Program**.

- 10) Philhealth Premium Contribution is based on **Sec. 10. of Republic Act No. 11223 (Universal Health Care Act)** approved on February 20, 2019. For direct contributors, premium rates shall be in accordance with the following schedule and monthly income floor and ceiling.

Year	Premium Rate	Income Floor	Income Ceiling
2020	3.00%	Php 10,000.00	Php 60,000.00
2021	3.50%	Php 10,000.00	Php 70,000.00
2022	4.00%	Php 10,000.00	Php 80,000.00
2023	4.50%	Php 10,000.00	Php 90,000.00
2024	5.00%	Php 10,000.00	Php 90,000.00

- 11) Overtime pay refers to the additional compensation for work performed beyond eight (8) hours a day.

Overtime pay computation:

	1-hr OT	2-hrs OT	3-hrs OT
Rate per hour (P375/8)	46.88		
Regular Days (P46.88 x 125% X 273 days)	15,997.80	31,995.60	47,993.40
Regular Holidays (P46.88 x 200% x 130% x 10 days)	1,218.88	2,437.76	3,656.64
Sundays/Rest Days (P46.88 x 130% x 130% x 47 days)	3,723.68	7,447.36	11,171.04
Special Days (P46.88 x 130% x 130% x 5 days)	396.14	792.27	1,188.41
Total	21,336.50	42,672.99	64,009.49

- 12) Night Shift Differential (NSD) refers to the additional compensation of ten percent (10%) of an employee's regular wage for each hour of work performed between 10 pm and 6 am.

Night Shift Differential Computation:

	1SG w/ 3hrs OT & 8hrs Night-Shift
Rate per hour (P375/8)	46.88
Regular Days (P46.88 x 10% X 273 days x 8 hrs)	10,238.59
Regular Holidays (P46.88 x 200%*10% x 10 days x 8 hrs.)	750.08
Sundays/Rest Days (P46.88 x 130% x 10% x 47 days x 8 hrs.)	2,291.49
Special Days (P46.88 x 130% x 10% x 5 days x 8 hrs.)	243.78
Total	13,523.94

- 13) Administrative Cost or Agency Fee is based on **Section 9 of RA 11917** which prescribes that the minimum administrative fee should not be less than 20% of the total contract cost.

- 14) Per **Sec. III(1) of Revenue MC No. 39-2007** dated Jan. 22, 2007, tax obligations of Security Agency is at 12% of the Agency Fee.

- 15) The amount per item was rounded off up to two decimal places following the general rule of rounding for decimal numbers.

PRICE SCHEDULE

Name of Project: Lot 2: Delivery of Janitorial Services

Name of Bidder: _____

Particulars	Amount
REIMBURSABLE COSTS:	
A. Payable Directly to Janitor	
Basic Salary [(P375 x 328.40)/12]	
Uniform Allowance	
13th Month Pay [(P375 x 328.40)/12]/12]	
Service Incentive Leave (SIL) [(P375 x 5)/12]	
Sub-total	
B. Amount to Government - Employer Share	
Retirement Benefit (RA 7641) (P375 x 22.5 days)/12	
SSS Premium	
State Insurance Fund (EC)	
PHIC Premium (P10,262.50 x 2.5%)	
HDMF	
Sub-total	
C. Total Reimbursable Costs (A + B)	
D. Administrative Cost/Agency Fee	
E. Contract Cost Before Tax (C + D)	
F. Tax Obligations (12% VAT of Contract Cost per BIR Ruling No. 213-15 dated June 19, 2015)	
G. Total Monthly Contract Rate (E + F)	
H. Total Contract Rate per Janitor from January - December 2024	
I. TOTAL CONTRACT RATE FOR THREE (3) JANITORS FROM JANUARY 1 TO DECEMBER 31, 2024	

Notes: The rounding off per item was based on the general rule of rounding of decimal numbers to the nearest hundredths.

Name & Signature of Authorized Representative

Note: In preparing your bid, please consider the assumptions listed in the succeeding pages subject to labor laws and existing rules and regulations.

Assumptions and Parameters used in the above computation:

1) Number of months from January 1-December 31, 2024: 12 months

2) Basic Salary Computation is based on Wage Order No. RB VIII-22 effective June 27, 2022, "Providing for a Minimum Wage Increase in Region VIII" on the following equivalent no. of days.

	Calendar Days	Equivalent No. Of Days
Ordinary Working Days	294	294
Regular Holidays x 200%	12	24
Special Days x 130%	8	10.4
TOTAL	314	328.4

3) Uniform Allowance is **P100/month**

4) Per **DOLE Labor Advisory No. 17, s. 2016** and **Handbook on Workers' Statutory Monetary Benefits, 2023 Edition**, the thirteenth-month pay shall not be less than one-twelfth (1/12) of the total basic salary earned by an employee in a calendar year.

Formula and Computation of 13th Month Pay

$$\frac{\text{Total basic salary earned during the year}}{12 \text{ months}} = \text{proportionate 13th month pay}$$

5) Per **Omnibus Rules Implementing the Labor Code, Rule V** and **Handbook on Workers' Statutory Monetary Benefits FY 2023 (Article 95)**, provides that "Every employee who has rendered at least one (1) year of service is entitled to Service Incentive Leave (SIL) of five (5) days with pay."

6) Retirement Benefit pursuant to **RA 7641 approved on Dec. 9, 1992** is equivalent to one-half (1/2) month salary for every year of service. The term 1/2 month salary shall mean fifteen (15) days plus 1/12 of the 13th month pay and the cash equivalent of not more than five (5) days of service incentive leaves.

Per **Handbook on Workers' Statutory Monetary Benefits FY 2023**, for the purpose of computing retirement pay, "one-half month salary" shall include all of the following:

1. Fifteen (15) days salary based on the latest salary rate;
2. Cash equivalent of five (5) days of service incentive leave;
3. One-twelfth (1/12) of the thirteenth-month pay ($1/12 \times 365/12 = 0.083 \times 30.41 = 2.5$)

Thus, "one-half month salary" is equivalent to 22.5 days.

7) Pursuant to Republic Act No. 11199, otherwise known as Social Security Act of 2018, the provision for SSS premium contribution for FY 2024 is 14% (9.5% for employer and 4.5% for employee). Compensation base refers to Basic Salary + 13th month pay + SIL + OT Pay + Night Differential. Table below shows the compensation base and amount of Employer SSS contribution per Janitor:

Compensation Base	Employer Contribution
11,273.96	1,092.50

8) State Insurance Fund - P10.00 per employee per month in accordance with page 2 of the **ECC's Employer's Guide on Employees' Compensation Program**.

- 9) Philhealth Premium Contribution is based on **Sec. 10. of Republic Act No. 11223 (Universal Health Care Act)** approved on February 20, 2019. For direct contributors, premium rates shall be in accordance with the following schedule and monthly income floor and ceiling.

Year	Premium Rate	Income Floor		Income Ceiling
2020	3.00%	Php	10,000.00	Php 60,000.00
2021	3.50%	Php	10,000.00	Php 70,000.00
2022	4.00%	Php	10,000.00	Php 80,000.00
2023	4.50%	Php	10,000.00	Php 90,000.00
2024	5.00%	Php	10,000.00	Php 90,000.00

- 10) Per **BIR Ruling No. 213-15 dated June 19, 2015**, tax obligations is at 12% on the gross amount of the Contract Cost.

For guidance and information of all concerned.

22/11/2023

X

Signed by: Florita M. Lacdo-o

FLORITA M. LACDO-O
BAC Chairperson