



**BIDS AND AWARDS COMMITTEE**  
**RESOLUTION No. SBB 22-0055-01**  
**16 JANUARY 2023**

**BID BULLETIN**

**CLARIFICATIONS AND REVISION IN THE TERMS OF REFERENCE ON THE  
 PROCUREMENT OF ONE (1) LOT SECURITY SERVICES FOR 01 JANUARY 2023  
 TO 31 DECEMBER 2025**

PROVISIONS WITH CONCERNS/CLARIFICATION DURING PRE-BID CONFERENCE	REMARKS
<b>CLARIFICATIONS</b>	
<p>What schedule of Social Security System (SSS) contribution rate to be used for the computation of the price schedule?</p>	<p>The SSS contribution rate that will be used for the computation of the price schedule is SSS Circular No. 2022-033 entitled as “New Schedule of Social Security (SS) Contributions Effective January 2023” since no suspension has been issued.</p>
<p>Should prospective bidders follow DOLE Circular No. 150-2015 which sets the agency fee not lower than 20% or Section 31.1 of the Revised 2016 IRR of R.A. No. 9184 which states that there should be no lower limit or floor on the amount of the award?</p>	<p>There is no requirement for the minimum (percentage) of administrative fee as a component of the total contract cost. Prospective bidders, however, are reminded to strictly comply with all the relevant labor rules and regulation.</p> <p>The Government Procurement Policy Board (GPPB), in NPM No. 120-2016 clarified that “similar to the 10% administrative fee imposed under Section 9(b)(ii) of DOLE DO No. 18-A, the 20% administrative fee provided for under Section 4 of DOLE DO No. 150-16 is also a percentage rate that has for its effect the fixing of a floor price on Service Agreements. In this regard and following the position of the Government Procurement Policy Board (GPPB) as stated and explained in the following GPPB issuances, namely: GPPB Resolution (Res.) No.14-2012 dated 1 June 2012; GPPB Res. No. 14-2015 and GPPB Circular No. 04-2015, both dated 30 April 2015; and Policy Matter Opinion Nos. 03-2012 dated 30 November 2012 and 02-2013 dated 11 April 2014, as well as the case of <i>Philippine Sports Commission, et. al. vs. Dear John Services, Inc.</i> (G.R. No. 183260 dated 4 July 2012), [GPPB is] of the opinion that Section 4 of DOLE DO No. 150-16, insofar as it</p>

PROVISIONS WITH CONCERNS/CLARIFICATION DURING PRE-BID CONFERENCE	REMARKS
	imposes a minimum administrative fee of 20% of the total contract cost for Service Agreement for security services, likewise runs counter to the provision of Section 31 of Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations”.
What is the PhilHealth contribution rate to be used?	Considering the implementation of the expected 4.5% rate was deferred by the Office of the President, the 4% rate will be used in the computation for PhilHealth contributions.
Is there a need to attach copies of the contracts to the statement of all ongoing contracts?	Prospective bidders do not need to attach a copy of the contracts for their statement of all ongoing contracts. Prospective bidders, however, may be required to present the original copy of the listed contracts during the Post-Qualification for verification.
TERMS OF REFERENCE	
ORIGINAL PROVISION	REVISED PROVISION
ANNEX B “Requirements to the Service Provider” 1. The service provider shall provide the GCG with detachment of seven (7) guards, with at least five (5) male and two (2) female guards to be deployed in GCG.	ANNEX B “Requirements to the Service Provider” 1. The service provider shall provide the GCG with detachment of <b>six (6) guards</b> , with at least five (5) male and <b>one (1) female guards</b> to be deployed in GCG.
ANNEX B “Requirements to the Service Provider” 5.1 - From Mondays to Saturdays (including holidays), seven (7) guards shall be on-duty to handle the GCG Main and Extension Office.	ANNEX B “Requirements to the Service Provider” 5.1 - From Mondays to Saturdays (including holidays), <b>six (6) guards</b> shall be on-duty to handle the GCG Main and Extension Office.

- Bidders are directed to use the updated Statement of Conformity with Technical Specifications attached as **Annex A**
- Bidders are directed to use the updated Price Schedule attached as **Annex B**

(NON-VOTING)  
 DIR. JOHANN CARLOS S. BARCENA  
 BAC Chairman



(NOT PRESENT)  
 DIR. MICHAEL D. PABALINAS  
 Vice-Chairman

RESOLUTION NO. SBB 22-0055-01



---

**ATTY. JULIET MARIE M. GUEVARA**

*Member*



---

**INNA MARIE FELIZ C. PROTACIO-LADISLAO**

*Member*



---

**MARK GREGOR BENCITO**

*Member*



---

**TEODORO ARSENIO F. PAGGABAO**

*Member*

**Statement of Conformity with Technical Specifications**

Item	Technical Specification	Statement of Compliance
<b>CONTRACT DURATION</b>		
1.1	The contract duration for the <b>One (1) Lot Security Services</b> shall be on <b>01 January 2023 to 31 December 2025</b> .	
<b>BUDGET REQUIREMENTS</b>		
2.1	The approved budget for the <b>One (1) Lot Security Services covering the period of 01 January 2023 to 31 December 2025</b> inclusive of VAT, all fees and other charges amount to <b>TWO MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 2,500,000.00) PER YEAR</b> .	
2.2	The total budget for the <b>One (1) Lot Security Services covering the period of 01 January 2023 to 31 December 2025</b> inclusive of VAT, all fees and other charges amount to – <b>SEVEN MILLION FIVE HUNDRED THOUSAND PESOS ONLY (₱ 7,500,000.00)</b> .	
<b>PARTICULARS</b>		
3.1	The duration of the contract shall be for three (3) years, from <b>01 January 2023 to 31 December 2025</b> .	
3.2	Service provider must be duly registered entity under the Philippine Law.	
3.3	Must be a Platinum PhilGEPS registered supplier/service provider.	
3.4	Must be in the security service business for at least five (5) years and with at least twenty (20) existing corporate clients.	
3.5	Service provider should have completed, within three (3) years preceding the date of submission and receipt of bids, a contract similar to this Project.	
3.6	Service provider must have valid and current Regular License to Operate issued by the PNP through the PNP Supervisory Office for Security and Investigation Agencies (SOSIA).	
3.7	Must submit proof of payment of remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for the last two	

	(2) preceding year. Payments must conform with the schedule of payments as prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and Philhealth Circular No. 0001 s.2014 or any extension of payments as approved by the social welfare agency.	
3.8	For purpose complying with the bid specifications, the following conditions shall be required in case of delay/s:	
	3.8.1 - All delayed payments shall have been made within six (6) months when the premium is due;	
	3.8.2 - For the past two (2) years, the maximum number of delayed payments shall not exceed six (6) per year and per social welfare agency;	
	3.8.3 - Delays due to fortuitous events shall be supported by extensions granted by the respective social welfare agency.	
3.9	The project site is at GCG Main and Extension Office located at BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas, Makati City.	
3.10	Payment of the security services shall be pro-rated based on the actual days or period of services rendered.	
<b>AREAS COVERED</b>		
4.1	The service provider shall cover the whole office area of the GCG Main and Extension Office, and not limited to their ingress and egress of the office.	
<b>REQUIREMENT TO THE SERVICE PROVIDER</b>		
5.1	The service provider shall provide the GCG with detachment of six (6) guards, with at least five (5) male and one (1) female guards to be deployed in GCG.	
5.2	The service provider must provide security guard for selection of the GCG.	
5.3	The service provider shall provide GCG, subject to the determination of the GCG Administrative Division (AD), security guards who are:	
	5.3.1 - Good moral character and reputation, courteous, alert and without criminal or police records;	
	5.3.2 - Physically and mentally fit;	
	5.3.3 - Must be of legal age and at least five feet six inches (5'6") for male and five feet two inches (5'2") for female in height;	
	5.3.4 - Duly license by PNP-SOSIA	

	5.3.5 - Cleared and passed the drug test administered by SOSIA or any government hospital.	
5.4	The service provider shall submit to the GCG-AD a sworn statement attesting to the compliance of Section 3 of Annex B duly supported by a copy of their license to operate issued by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, latest NBI clearance and Neuro Examination Certificate within seven (7) calendar days.	
5.5	The security detachment shall operate twenty-four (24) hours service daily according <b>eight (8) hours-shifting</b> to assignments of shifts approved by the GCG Administrative Division.	
	5.5.1 - From Mondays to Saturdays (including holidays), six (6) guards shall be on-duty to handle the GCG Main and Extension Office.	
	5.5.2 - For all Sundays of the year (including holidays), three (3) guards only to render duty to handle both GCG Main and Extension Office.	
5.6	The service provider shall not allow any guard to work more than eight (8) hours of continuous shift within twenty-four (24) hours period.	
5.7	In cases of unavoidable circumstances wherein the guard-on-duty will be rendering beyond eight (8) hours, the same must notify the service provider to send reliever.	
5.8	The service provider must ensure the eight (8) hour duty of the security guard. Any claims for overtime pay shall be borne solely by the service provider.	
5.9	The service provider shall provide relievers, pre-qualified by the GCG-AD who met the criteria in Section 3 of Annex B and whose services shall be made available whenever needed. The relievers shall also render service whenever additional guards are required by GCG.	
5.10	The service provider shall submit to the GCG-AD all the biodata and proofs of compliance as specified in Section 3 of the regular security guards and their respective relievers.	
5.11	Service Provider agrees that the GCG reserves the right to screen and to deny or accept the assignment of any security personnel recommended by the service provider to perform the service.	
5.12	The service provider shall immediately replace any of the assigned security guards any time when performance of any of them is found to be below standards, or whose conduct is unsatisfactory, or is prejudicial to the interest of GCG. The judgment of the GCG on such matters shall be final and binding upon the service provider and should the latter refuse, the former may consider the same valid cause for the termination of this security service contract.	

5.13	The service provider shall submit one (1) week advance the monthly list of names of the guards and their assignment/deployment, for purposes of monitoring shift rotations to GCG-AD. Any change in the list shall be relayed addressed to the GCG Director IV of Administrative and Finance Office within three (3) days before the implementation.																					
5.14	The service provider shall increase or decrease the number of the guard when necessary. Upon the written requirement of the GCG subject with the provisions of RA 9184.																					
5.15	The service provider must have one (1) supervisor to visit the detailed guards in the office.																					
5.16	The service provider shall allow GCG to conduct periodic or surprise inspections of the detachment at any time, day, or night to respective post of duty and their duties are properly performed and enforced in accordance with the Standard Operating Procedure (SOP) as required by GCG.																					
5.17	The service provider shall provide Antigen Test to guard/s showing symptoms of the COVID-19 virus only.																					
	5.17.1 - Antigen Test must be from a DOH accredited laboratory.																					
	5.17.2 - Guards who result to positive COVID infection must not be allowed to report for work within the seven (7) days quarantine period.																					
	5.17.3 – The service provider must immediately send reliever/s to temporary replace the infected guard/s including a negative Antigen Test.																					
	5.17.4 - After the required quarantine period, guard/s who is/are set to resume work is/are required to submit a negative result of Antigen Test conducted within forty-eight (48) to seventy-two (72) hours prior to reporting date.																					
	5.17.5 – Antigen test must be on a reimbursable basis																					
15.16	The service provider shall provide the security guards with the following: <table border="1" data-bbox="384 1565 1123 1998"> <thead> <tr> <th colspan="2"><b>SECURITY EQUIPMENT</b></th> </tr> <tr> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Uniform (reimbursable)</td> <td>4 Sets (per guard)</td> </tr> <tr> <th colspan="2"><b>AGENCY PROVIDED</b> (free of charge, to be return after the contract)</th> </tr> <tr> <td>Metal Detector</td> <td>2 Pieces</td> </tr> <tr> <td>Hand-held Radio</td> <td>2 Pieces</td> </tr> <tr> <td>Handcuff</td> <td>2 Pieces</td> </tr> <tr> <td>Flashlight</td> <td>2 Pieces</td> </tr> <tr> <td>Night Stick / Baton</td> <td>2 Pieces</td> </tr> <tr> <td>Tear Gas</td> <td>2 Pieces</td> </tr> </tbody> </table>	<b>SECURITY EQUIPMENT</b>		Description	Quantity	Uniform (reimbursable)	4 Sets (per guard)	<b>AGENCY PROVIDED</b> (free of charge, to be return after the contract)		Metal Detector	2 Pieces	Hand-held Radio	2 Pieces	Handcuff	2 Pieces	Flashlight	2 Pieces	Night Stick / Baton	2 Pieces	Tear Gas	2 Pieces	
<b>SECURITY EQUIPMENT</b>																						
Description	Quantity																					
Uniform (reimbursable)	4 Sets (per guard)																					
<b>AGENCY PROVIDED</b> (free of charge, to be return after the contract)																						
Metal Detector	2 Pieces																					
Hand-held Radio	2 Pieces																					
Handcuff	2 Pieces																					
Flashlight	2 Pieces																					
Night Stick / Baton	2 Pieces																					
Tear Gas	2 Pieces																					

<b>MONTHLY SUPPLIES</b>		
Description	Quantity	
Tissue Roll (2-ply)	4 Rolls (per guard)	
Alcohol (Ethyl, 500 ml)	1 Piece	
Surgical Mask (50 pcs per box)	1 Box	
15.7	Must provide their own logbook and DTR for the recording of activities.	
15.8	Must install twenty (20) Closed Circuit Television (CCTV) (10 for Main Office and 10 for Extension Office) with Digital Video Recorder with at least thirty (30) days retention time of recorded footages.	
15.9	Location of CCTV – To be determined upon commencement of the contract. Areas for installation of cameras shall be established by Administrative Division.	
<b>SERVICE LEVEL AGREEMENT</b>		
16.1	The GCG shall maintain a Service Level Agreement (SLA) with the service provider. With provision for liquidated damages for non-compliance, the terms and condition of the SLA are enumerated below:	
	<b>CRITERIA</b>	<b>DESCRIPTION</b>
	<b>LIQUIDATED DAMAGES</b>	
	Manpower Requirements	The service provider shall submit to the GCG Administrative Division a sworn statement attesting to the compliance of Section 1.2, Annex B, duly supported by a copy of the license to operate issued by PNP-SOSIA, drug test certificate/clearance issued by SOSIA or any government hospital, attest NBI clearance and Neuro Examination Certificate within seven (7) calendar days before the
		1/10 <sup>th</sup> of one percent (1%) of the gross monthly billing for each day of non-deployment.



		commencement of the contract.		
	Deployment of Guards	The service provider shall ensure that the required number of guards are deployed and are at their respective posts during their shift assignments as specified in 1.8 of the manpower requirements of Annex B.		
16.2	Any damage arising from faults, negligence or omission by the Security Guard shall be borne by the service provider to the satisfaction of GCG.			
16.3	GCG shall have the right to backlist the service provider after ten (10) instances of non-compliance to <u>Section 1 of Annex C</u> at any given time during the contract period.			
<b>WARRANTIES OF CONTRACT</b>				
17.1	The service provider warrants that it shall conform strictly to the terms and conditions of the Terms of Reference.			
17.2	The service provider warrants, represents, and undertakes reliability of the services and that their manpower complements are hardworking qualified/reliable and dedicated to do the service required to the satisfaction of GCG. It shall employ well-behaved and honest employees with IDs displayed conspicuously while working within the premises. It shall not employ any guard to work in any other capacity except security related work.			
17.3	The service provider shall comply with the law governing employee's compensation, Philhealth, Social Security and labor standards, and other laws, rules, and regulations applicable to each personnel employed by the service provider on account of the contracted services. The service provider shall pay its personnel not less than the minimum wage and other benefits mandated by law and GCG shall require the service provider to submit documents to prove compliance therewith.			
17.4	The service provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local law and shall comply with the rules, regulations, and directives of any Regulatory Authorities. The service provider undertakes to pay all fees or charges payable to any other duly constituted authority relating to the use or operation of the installation.			
17.5	The service provider's personnel shall take all necessary precautions for the safety of all persons and properties at or			

	near their area of work and shall comply with all the standard and established safety regulations, rules, and practices.	
17.6	The service provider shall coordinate with the authorized and/or designated GCG personnel in the performance of their jobs.	
17.7	The service provider shall be liable for loss, damage, or injury due directly or indirectly through the fault, negligence, or omission of its personnel and representative. It shall assume full responsibility thereof and GCG shall be specifically released from any and all liabilities arising there from.	
17.8	The service provider shall neither assign, transfer, pledge, nor subcontract any part or interest embodied in the security contract.	
17.9	The service provider warrants that it carries on an independent business and has substantial capital or investment as well qualified technical personnel and reliable work force which are necessary for the conduct of its business ad performance of its work.	
17.10	The service provider shall assume full responsibility for the proper performance of the duties of its employees. GCG shall be specifically released from any/or liabilities to employees of GCG and third parties arising from any negligent act or omission committed by the employees of service provider.	
17.11	It is understood and agreed that the employees of the service provider are not the employees of the GCG. Hence, GCG shall not in any way be liable or responsible for any personal injury or damage including death sustained or caused by any of the employees of the service provider during the performance of their duties. The service provider shall stand solely responsible and liable for such death, injuries or damages arising there from.	
17.12	The service provider shall hold GCG free from any action claim by any or all its personnel that the due and faithful compliance with law relating to employment and services performed by personnel of the service provider shall be the sole responsibility of the latter.	
<b>CONFIDENTIALITY OF DATA</b>		
18.1	To ensure the confidentiality of all information that will come to the knowledge of the service provider, it shall uphold strict confidentiality of any information regarding the business, income, or estate of any taxpayer, and further agrees not to reproduce, transcribe, or disclose any Information to third parties without prior written approval of GCG. Further, the service provider shall warrant that the Security Guards deployed to GCG shall uphold the confidentiality of data and that will require them to sign non-disclosure agreements in favor of GCG.	
<b>TERMS OF PAYMENT</b>		

19.1	All monthly billings must be stated in the Statement of Account (SOA), inclusive of VAT, all fees and charges.	
19.2	SOA and other documents necessary for the billing must be submitted after the reference month.	
19.3	No advance payments will be allowed as provided in Section 88 of Presidential Decree 1445.	
19.4	The service provider shall be paid monthly on actual number of security guards who rendered service subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Government Money Payment (GMP) of five percent (5%).	
19.5	GCG shall be given twenty (20) working days after the reference month to process the payment for the said billing, provided the submission of service provider of complete documentary requirements.	
19.6	Payment shall be made using the Direct Payment Scheme (DPS) via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Landbank, any bank fees and charges shall be for the account of the service provider.	
<b>PRE-TERMINATION OF THE CONTRACT</b>		
20.1	The contract for the Security Service may be pre-terminated by GCG for any violation of the terms of the contract. In case of pre-termination, the service provider shall be informed by GCG thirty (30) days prior to such pre-termination.	
20.2	In case of pre-termination, the service provider shall be liable for liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the contract price provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the performance security.	
20.3	GCG shall have the right to blacklist the service provider in case of pre-termination and to forfeit the Performance Security.	
<b>STANDARD OPERATION PROCEDURE</b>		
21.1	The GCG AD shall formulate a basic SOP for security guards, the scope of which shall be commonly agreed upon by both parties and shall be part of the contract agreement. It shall include among others reasonable provisions concerning general and special duties of a guard, courtesy, attitude, personal obligations, and such other provisions that can help to ensure safeguard the best interest of the GCG.	

# PRICE SCHEDULE

PRICE SCHEDULE PARTICULARS	MONDAY - SUNDAY		MONDAY - SATURDAY	
	DAY SHIFT 7 DAYS A WEEK / 8 hrs.	NIGHT SHIFT	DAY SHIFT 6 DAYS A WEEK / 8 hrs.	NIGHT SHIFT
Daily Wage (must be in accordance with Wage Order No. NCR-23)				
Number of Working Days Per Year (DOLE Handbook 2022 Edition)	394.4	394.4	313.0	313.0
<b>I. AMOUNT PAYABLE TO THE SECURITY GUARDS</b>				
A. Average pay/month = (DW x No. of Days Per Year / 12)				
B. Night Differential Pay = (Average Pay / Month x 10%)				
C. 13th Month Pay = (DW x 365 / 12 / 12)				
D. 5 Days Incentive Pay = (DW x 5 / 12)				
Sub - Total Amount (A+B+C+D)				
<b>II. AMOUNT PAYABLE TO THE GOVERNMENT</b>				
E. Retirement Benefit (R.A. 7641) (DW * 22.5 / 12)				
F. SSS Premium (2022-033)				
G. Mandatory Provident Fund (SSS)				
H. Philhealth Contribution (Circular No. 2020-0005)				
I. State Insurance Fund (ECC)				
J. Pag-ibig Fund				
Sub - Total Amount (E+F+G+H+I+J)				
<b>TOTAL AMOUNT TO GUARD AND GOVERNMENT (I + II)</b>				
<b>III. AGENCY FEE</b>				

K. Agency Fee							
<b>IV. VALUE ADDED TAX</b>							
L. VAT (Agency fee * 12% VAT-RMC-39-2007)							
<b>GRAND TOTAL PER GUARD</b>							
<b>V. COMMON-USE SUPPLIES</b>							
<b>Description</b>	<b>Unit</b>	<b>Unit Price (VAT Inclusive)</b>	<b>Total</b>				
M. Surgical Mask (50 pcs per box)	4 Rolls (Per Guard)						
N. Alcohol (Ethyl, 500 ml)	1 Piece						
O. Tissue Roll (2-ply)	1 Roll						
<b>Grand Total</b>							
<b>SUMMARY OF BID</b>							
	MONDAY - SUNDAY		MONDAY - SUNDAY				
	DAY SHIFT	NIGHT SHIFT	DAY SHIFT	NIGHT SHIFT			
	7 DAYS A WEEK / 8 hrs.		6 DAYS A WEEK / 8 hrs.				
Number of Security Guard	2	1	2	1			
Total Monthly Rate							
Total Annual Rate							
Total Amount for Security Services							
<b>Add-On: Miscellaneous (Antigen Test)</b> Note: Must be on a reimbursable basis							
<b>Add-On: Uniform 4 Sets (per guard)</b> Note: Must be on a reimbursable basis							
Rental of CCTV and DVR per month (rental per unit inclusive of VAT x 20 units x 12 months)							
Common-use Supplies (Monthly Billing)							

<b>Grand Total For Security Services (Amount in Words)</b>	
<b>Grand Total For Security Services (Amount in Figures)</b>	