



**BSWM- BIDS AND AWARDS COMMITTEE
 SUPPLEMENTAL BID BULLETIN NO. 1**

**CONTRACT: Provision for Security Services for CY 2024 -IB NO: BSWM -
 2024-03-033**

This Addendum is being issued in accordance with Section 22.5.2 of the IRR of RA 9184, to clarify and modify some provisions of the Bidding Document. **THIS SHALL FORM AN INTEGRAL PART OF THE BID DOCUMENT. Likewise, the succeeding agreements and reminders were discussed during the Pre-Bid Conference held last April 11, 2024 at the BSWM Conference Hall and via Videoconferencing-Zoom.**

AMENDMENTS OF THE BIDDING DOCUMENTS:

| | |
|--|--|
| Section I. Invitation to Bid | 1. The Bureau of Soils and Water Management (BSWM), through the General Appropriations Act for FY 2024 intends to apply the sum of Seven Million Three Hundred Ninety-Five Thousand Two Pesos and 3/100 (PhP 7,395,002.03) being the approved budget for the contract (ABC) to payments under the contract for Provision for Security Services for CY 2024- IB NO: BSWM 2024-03-033. Bids received in excess of the ABC shall be automatically rejected at bid opening. |
| Section III. Bid Data Sheet | Additional requirement as part of your Technical Proposal: <ul style="list-style-type: none"> ● Certificate of Site Inspection/Survey <ul style="list-style-type: none"> ○ Authorized employee from the Supplier is required to conduct a site survey/inspection for each location (SRDC, Bulacan, Tanay, Bukidnon, and Marilog) from from April 15-17, 2024, 8:00-5:00PM ● Proposed Security Plan per location |
| Section VI. Schedule of Requirements | Services shall be within the period of May 16- December 31, 2024 |
| Section VII. Technical Specifications | <ul style="list-style-type: none"> ● Please see attached ANNEX C for the <i>Revised Section VII. Technical Specifications/Terms of Reference and Approved Agency Estimates (AAE)</i> |

REMINDERS DURING THE PRE-BID CONFERENCE:

RA 9184 Section 30.1:

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

“Any lacking document can cause the submitted bid be automatically rated failed.”

GPPB Resolution No. 15-2021 dated October 14, 2021

For the purpose of updating the Certificate of Registration and Membership, **all Class “A” eligibility documents** mentioned in Section 8.5, supporting the veracity, authenticity and validity of the Certificate



shall remain current and updated. The failure by the prospective bidder to update its Certificate with the current and updated Class “A” eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class “A” eligibility documents has been updated.

- Below are the **acceptable forms of bid security** that bidders may opt to use, **which shall include the Bid Securing Declaration**. The amount of which shall not be less than the required percentage of the ABC in accordance with the following schedule:

| Form of Bid Security | Amount of Bid Security Not less than the required Percentage of the ABC |
|---|---|
| Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank. | Two percent (2%) |
| Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | Two percent (2%) |
| Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Five percent (5%) |
| Bid Securing Declaration (Signed and Notarized) | |

NOTE: Bidders SHALL use ATTACHED template of Bid Securing Declaration.

Other forms of Bid Securing Declaration will NOT BE ACCEPTED and SHALL BE RATED “FAILED”.

Please note that your Bids and Bid Securities should be valid and firm for a period that shall not exceed one hundred twenty (120) calendar days after the date of the opening of bids.

- Net Financial Contracting Capacity (NFCC):

The computation of a prospective bidder’s NFCC must be **at least equal to the ABC to be bid or, for procurement by lot, at least equal to the sum of all the ABCs of lots to which it participated.**

NFCC= Current assets minus current liabilities multiplied by 15 (constant factor) minus the value of all outstanding or uncompleted portions of on-going contracts, including awarded contract/s yet to be started, coinciding with the contract to be bid.

Important Reminders:

Supplier **shall coordinate with the End-user and Property Management Unit for the final schedule of delivery.**

To schedule the delivery, please click this link or scan the QR code:

<https://sites.google.com/view/pmu-scheduleofdelivery/home>



Sealing and Marking of Bid:

The bidders shall submit:

- ✓ One (1) ORIGINAL COPY.
- ✓ One (1) DUPLICATE COPY.
- ✓ One (1) PDF COPY in a USB – to be placed inside the Duplicate Copy of Technical Proposal and Duplicate Copy of Financial Proposal.

NOTE:

- All photocopied documents must be stamped and signed “Certified True Copy”.

- And all pages/documents must be duly signed by the authorized representative (both original and duplicate copies).
- For easy reference, all bidders are requested to provide dog-ear codes/ tabs in the presentation of their documents.

Reminders:

- Bidders responsibility to read, study, and review the Bidding Document and Bid Bulletin/s of the procurement project.
- Further clarification/s on the Bidding Document shall be in writing and must be submitted 10 days before the Opening of Bids.
- All bidders who wish to join the bidding shall download the attached document from PhilGEPS website to be included in the Document Request List (DRL).
- Bidders may download the updated Bidding Forms at GPPB Website (<https://www.gppb.gov.ph/downloadables.php>).
- In case of withdrawal of submitted bid, a letter stating their intention to withdraw from the project should be submitted by the bidder not later than the scheduled deadline of submission and opening of bids.
- Bidders declared to have the Lowest/ Single Calculated Bid will be subject for Post-qualification.
- Bidder shall submit the additional requirements listed on the NOTICE as LCB/ SCB within five (5) calendar days from receipt of Notice for Post qualification. Non-compliance can be grounds for post-disqualification.
- Winning Bidders declared to have the Lowest/Single Calculated and Responsive Bid shall submit its Performance Bond and Signed Framework Agreement within ten (10) calendar days from receipt of Notice to Execute Framework Agreement. Non-compliance can be grounds for forfeiture of award.
- Bidders shall comply **STRICTLY** with Section VI. Schedule of Requirement

Note:

NO EXTENSION shall be accepted/ entertained except on meritorious grounds. Late delivery without approved extension request shall be liable for liquidation damages in accordance with Section 3.1 Annex D of RA 9184.

Letter of extension shall receive by the BAC Secretariat before the lapse of the original delivery requirement.

Clause 4. Section II. Instruction to Bidders: 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.

A complete set of Bidding Document may be acquired by interested Bidders until **April 24, 2024 3:00PM** from the address and website.

DEADLINE/SCHEDULE OF SUBMISSION AND OPENING OF BIDS:

Deadline of submission of bid proposals is on **April 25, 2024, 9:00AM**. Late submission shall not be accepted.

Opening of Bids is on **April 25, 2024, 9:30AM** at BSWM Convention Hall and via videoconferencing

For guidance and information of all concerned.

(Sgd)DENISE A. SOLANO
BAC Chairperson

ANNEX A

BSWM Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of Bid Security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We shall furnish the required performance security within ten (10) calendar days in/ Case of receipt of Notice of Award (pursuant to GPPB Circular No. 04-2020 and GPPB Resolution No. 16-2020).
3. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
4. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

ANNEX B

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - . Carefully examining all of the Bidding Documents;
 - . Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - . Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - . Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

ANNEX C

Section VII. Revised Technical Specifications

| Item | Specification | Statement of Compliance |
|---|---------------|-------------------------|
| <p><i>[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 Bidder's 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 applicable laws and issuances.]</i></p> | | |

TERMS OF REFERENCE BSWM Security Services 2024

The Supplier shall:

1. Provide the Procuring Entity during the duration of the Contract with the agreed number of duly licensed, experienced, uniformed, bonded and armed security guards with the qualifications set forth by the appropriate government authority on Security Agencies to provide Security Services necessary for the protection of lives, limbs and property of the Procuring Entity’s employees, premises, and facilities according to the herein deployment, detachments and official schedules;

| PLACE OF ASSIGNMENT | NO. OF PERSONNEL |
|-------------------------------------|------------------------------|
| A. SRDC Bldg., Diliman, Quezon City | 20 (2) Detachment Commanders |
| B. San Ildefonso, Bulacan | 3 |
| C. Tanay, Rizal | 3 |
| D. Dalwangan, Bukidnon | 3 |
| E. Marilog Dist., Davao City | 1 |
| TOTAL | 30 |

2. An authorized employee from the Supplier is required to conduct a site survey/inspection for each location (SRDC, Bulacan, Tanay, Bukidnon, and Marilog) from **April 15th - 17th, 2024, 8:00am to 5:00 pm** and submit a **proposed security plan** to the BSWM. The certificate of site survey/inspection and the proposed security plan must be submitted as part of the technical documents.
3. That the Supplier shall require all its security guards on duty to wear their prescribed uniforms and to render security services for a full and continuous period of twenty-four (24) hours every day, including Sundays and holidays, the tour of duty of which shall be divided into three (3) shifts. It shall be understood that the security guards shall not be allowed to work overtime on a straight basis. However, in case of emergency such as sickness and other inevitable circumstances, filling of a vacant post shall be taken from other shifts and replacement shall be done within twenty-four (24) hours;
4. The Supplier shall provide thirty (30) security guards, who are qualified, physically fit, sufficiently armed, and well trained as security guards, in accordance with the Terms of Reference. Total number of which may be reduced or increased upon the exigency of the service and subject to the availability of funds, upon issuance by

Procuring Entity of a formal notice which shall be an integral part of the herein contract.

5. The Supplier shall provide a qualified reliever who shall immediately take over the assigned tasks of the absent, incapacitated or otherwise indisposed security guards to ensure continued and uninterrupted services at BSWM SRDC and NSWRRDC (Bulacan, Rizal, Bukidon, Marilog) premises and to provide man-hours per month as assigned by the head of the station.
6. The Supplier shall closely monitor and strictly supervise the security guards so as to ensure their efficient performance of assigned tasks and their non-commission of any act prejudicial to the Procuring Entity.
7. The Supplier shall furnish all necessary Agency uniforms, ammunition, firearms and other equipment needed in the performance of the services covered by the herein contract;

| EQUIPMENT | SRDC | SAN IDELFONSO, BULACAN | TANAY, RIZAL | MARILOG DIST., DAVAO CITY |
|------------------------------|--------------------------|-------------------------------|-------------------------|----------------------------------|
| Firearms | 1 unit shotgun | 1 unit pistol | 1 unit pistol | 1 unit pistol |
| | 7 units pistol | | | |
| Two-way radio | 6 units | 2 units | 2 units | 2 units |
| Heavy Duty Flashlight | 6 units | 1 unit | 1 unit | 1 unit |
| Megaphone | 2 units | 1 unit | 1 unit | 1 unit |
| Pepper Spray | 6 units | 1 unit | 1 unit | 1 unit |
| First Aid Kit | 6 units | 1 unit | 1 unit | 1 unit |
| Belt Bag | 6 units | 1 unit | 1 unit | 1 unit |
| Baton/ truncheon | 6 units | 1 unit | 1 unit | 1 unit |
| Big Heavy Duty Umbrella | 4 units | 2 units | 2 units | 2 units |
| Restraining Tie Wire (large) | 12 pieces (at all times) | 4 pieces (at all times) | 4 pieces (at all times) | 4 pieces (at all times) |
| Under Chassis Mirror | 1 unit | 1 unit | 1 unit | 1 unit |

8. The Supplier shall provide one (1) safety deposit vault at the Central Office and four Research Centers for weapon safekeeping.
9. The Supplier shall assume full responsibility for any and all claims which its employees may have by reason of their employment by the Supplier re: Security Service Contract with the Procuring Entity;
10. The Supplier shall compensate the Procuring Entity for any and all damages that may be caused by its security guards on any of the properties of the Procuring Entity;
11. It shall be incumbent upon the Supplier's security guards to exercise proper diligence and initiative to avoid or stop unnecessary wastage of the Procuring Entity's utilities such as water, lights, telephone, gas and other appliances and facilities;
12. In case of serious incident, the Supplier's security guards should immediately report and inform the Head of Building and Grounds Administration or in the absence, the highest official present in the premises. Likewise, it shall be the duty

- of the Supplier to report to the local police authorities the criminal acts or violations committed within the above-cited premises;
13. The Supplier shall provide due compensation for any and all security guards, in case of death, illness or injury due to accidents/incidents while rendering service pertinent to the services covered by this contract;
 14. The Supplier shall guarantee the faithful performance of the services covered by this contract through the posting of a Performance Bond;
 15. The Supplier shall ensure that the discipline and administration of the security guards shall conform with the applicable laws, rules and regulations of the Philippine National Police (PNP);
 16. The Supplier shall maintain an Attendance Logbook for all security guards or Daily Time Record (DTR) which shall be certified as correct by the Supplier's authorized supervisor and duly noted by the Procuring Entity's representative assigned or in-charge to monitor and evaluate the performance of the security services;
 17. The Supplier shall assume full responsibility for any loss due to theft, pilferage, robbery and trespass which the Procuring Entity may suffer during the watch of the assigned security guards, provided that it shall have been established beyond reasonable doubt after due investigation, that said loss or damage was principally due to the negligence of the security guards of the Supplier' after it has also been established with the same degree of certainty that the properties or articles allegedly lost were physically present inside the Procuring Entity's secured establishment before the loss or damage occurred or discovered. However, the Supplier shall assume no responsibility if such loss or damage was due to force majeure or to fortuitous events or to any of the following conditions:
 - a. Where the loss occurred through armed robbery perpetrated by highly superior forces rendering the guard physically incapable of resisting such robbery as determined through an investigation conducted by proper police authorities;
 - b. Where the items missing by reason of their portability, mobility and size and wherein the Procuring Entity had not expressly required and authorized conduct of body-search of all personnel who enter and leave his/her establishment;
 - c. Where the loss occurred or was discovered after the departure of a visitor of the Procuring Entity whose personal vehicle/s and or luggage/s were not subject to search, as desired by the Procuring Entity.
 18. The Procuring Entity obliges to report in writing to the Supplier the occurrence of any compensable loss or damage to Procuring Entity's properties within forty-eight (48) hours after its discovery, otherwise, the Procuring Entity shall be considered to have waived its right to proceed against the Supplier to secure compensation of such damage or loss. The personal effects or properties of individual employees left by them anywhere inside the Procuring Entity's premises are excluded from the coverage of this Agreement. The Procuring Entity shall not deduct, pending acceptance by the Supplier, any amount from the billing of the latter to the former for any compensable loss or damage. However, once the liability of the Supplier for the value of loss or damage is determined with certainty after careful investigation and duly accepted thereat without prejudice to the Procuring Entity's right to seize the Surety Bond mentioned in paragraph 12 hereof, the loss and/or damage suffered by the Procuring Entity shall be fully compensated and deducted from the billing.
 19. The Supplier in addition to the Performance Bond furnish the Procuring Entity with Warrant/Security in the form of Cash/ Cashier's Check/ Manager's Check/ Bank Draft/ irrevocable Letter of Credit equivalent to 5% of the contract price per guard assigned as guarantee for any lawful claim which the Procuring Entity may have against the Supplier due to loss, theft, pilferage and robbery.
 20. In case of lockouts, strikes, civic commotions and/or other destructive acts in the area being secured, the Supplier shall exercise utmost diligence in the protection and security of the Procuring Entity's officials, employees, properties and premises, provided further, that in any case when police assistance is necessary to quell

violence or to prevent tension or impending bloodshed, taking into consideration the value of human lives, the request for assistance, upon proper representation of the Supplier to the Procuring Entity shall be made by the Procuring Entity to the proper authorities concerned through lawful channels.

21. The Supplier shall abide by and comply with the provisions of the Labor Code, Wage Orders and all related labor and social legislation and all applicable Presidential Decrees that affect the salary and working hours in connection with the security duties under this contract.
22. The Supplier shall render prompt payment of salary to the detailed security guards in accordance with the prevailing minimum wage.
23. The Supplier shall submit after each month their monthly payroll duly signed and acknowledged by the thirty (30) security guards. Also, the Supplier shall submit its report of quarterly remittances of all mandatory deductions due the thirty (30) security guards such as contributions to Social Security System (SSS), PhilHealth, Pag-ibig Fund and other similar welfare legislation, enclosed copy of official receipt as proof.
24. The Supplier shall have a satellite office in Brgy. Dalwangan, Malaybalay City, Bukidnon and Sitio Marahan, Marilog District, Davao City or nearby area accessible by land travel to ensure easy access.

OTHER COVENANTS

1. Before the initial payment for the service, the Supplier shall submit to the Procuring Entity a list of all security guards assigned to the Procuring Entity, together with a copy of their Bio-data, up-to-date license, and Latest picture and assignments of security guards concerned and presentation/ submission of documents of evidence of rendition of service as follows:
 - a. Evidence of actual rendition of service attaching hereto daily time records of its personnel, payroll and payslip/ envelope;
 - b. A certification to pay their security guards under Minimum wage law;
 - c. Furnish the Procuring Entity a copy of a receipt of payment and quarterly SSS and ECC remittance of the thirty (30) security guards to the client every quarter;
 - d. Sworn statement that it has no unpaid salaries or wages for services rendered by its security guards and that it has complied with all the provisions of existing laws, wage order, presidential issuance, as well as pertinent municipal or city ordinance;
 - e. A clearance from the Department of Labor and Employment and the SSS, as the case may be, that the Supplier has no pending Administrative Case for violation of the SSS and minimum wage laws, rules and regulations;
2. That there shall be no employer-employee relationship between the Procuring Entity and the Supplier and the persons that may be assigned by it to comply with its obligation under this contract, on the other;
3. That the Supplier hereby acknowledges that no authority is being conferred upon it to hire any person in behalf of the Procuring Entity;
4. That the instruction/ directives issued by the Procuring Entity pertinent to the security services to the person so assigned pertinent hereto are expressions to improve the services of the Supplier;
5. That the adjustments in the daily wages or monthly salaries that may be authorized by law be subjected to the negotiation between the concerned parties and to the availability of funds, provided that only one salary adjustment in a year will be considered;
6. That documentation/ notarial fees and documentary stamps in connection with this contract shall be on the account of the Supplier.

7. Data information Privacy- Non-disclosure agreement between the agency and the BSWM.

| Bureau of Soils and Water Management APPROVED AGENCY ESTIMATE FOR SECURITY SERVICES Calendar Year 2024 | | | | | | |
|--|---|--|--|--|--|---|
| Particulars | SRDC Bldg., Quezon City Latest Wage Order 8hrs/day | SRDC Bldg., Quezon City Latest Wage Order 12hrs/day/Day Shift | Bulacan NSWRRC Latest Wage Order 8hrs/day | Tanay NSWRRC Latest Wage Order 8hrs/day | Bukidnon SWRRD Latest Wage Order 8hrs/day | Marilog Latest Wage Order 12hrs/day/Day Shift |
| A. Amount Directly to Guard | | | | | | |
| Basic Pay (Mandated Daily Wage) | 610.00 | 610.00 | 500.00 | 479.00 | 428.00 | 462.00 |
| Average pay/month = $W \times 395/12$ | 20,079.17 | 20,079.17 | 16,458.33 | 15,767.08 | 14,088.33 | 15,207.50 |
| Night Differential Pay = $(Ave. pay/mo \times 10\% \times 1/3) \times (1/2)$ | 669.31 | 1,003.96 | 548.61 | 525.57 | 469.61 | 1,520.75 |
| 13th month pay ($W \times 365/12/12$) | 1,546.18 | 1,546.18 | 1,267.36 | 1,214.13 | 1,084.86 | 1,171.04 |
| 5 days incentive pay = $(DW \times 5/12)$ | 254.17 | 254.17 | 208.33 | 199.58 | 178.33 | 192.50 |
| Uniform Allowance (RA 5487) | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| Overtime Pay | 12,731.97 | | | | | 9,642.90 |
| Socio Economic Allowance (SEA) (13x377/12) | | 35,715.44 | 18,582.64 | 17,806.37 | 15,921.14 | 27,834.69 |
| Total Amount Due to Guard | 22,648.82 | 35,715.44 | 18,582.64 | 17,806.37 | 15,921.14 | 27,834.69 |
| B. Amount to Government in favor of Guard | | | | | | |
| Retirement Benefit (RA 7641) | 1,143.75 | 1,143.75 | 937.50 | 898.13 | 802.50 | 1,900.00 |
| Social Security Premium (Employers Share) | 1,900.00 | 1,900.00 | 1,757.50 | 1,710.00 | 1,520.00 | 1,900.00 |
| SSS WISP | 237.50 | 950.00 | | | | 617.50 |
| Medicare/PhilHealth Contribution (Employers Share) | 501.98 | 501.98 | 411.46 | 394.18 | 352.21 | 380.19 |
| State Insurance | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 |
| Pag-ibig (Employers Share) | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 |
| Total Amount to Govt. in favor of Guard | 4,013.23 | 4,725.73 | 3,336.46 | 3,232.30 | 2,904.71 | 3,127.69 |
| C. Total Amount to Guard & Government | 26,662.05 | 40,441.17 | 21,919.10 | 21,038.67 | 18,825.85 | 30,962.38 |
| D. Administrative Overhead and Margin x 24_% | 6,398.89 | 9,705.88 | 5,260.58 | 5,049.28 | 4,518.20 | 7,430.97 |
| Percentage used for Administrative Overhead | | | | | | |
| F. VAT = (D) x 12% | 767.87 | 1,164.71 | 631.27 | 605.91 | 542.18 | 891.72 |
| Total cost per Guard x no. of Guard | 33,828.81 | 51,311.76 | 27,810.95 | 26,693.86 | 23,886.23 | 39,285.07 |
| Monthly Cost Per Office | 18 | 2 | 3 | 3 | 3 | 1 |
| Total Cost for 7 1/2 Months | 608,918.53 | 102,623.52 | 83,432.85 | 80,081.59 | 71,658.70 | 39,285.07 |
| Monthly Cost Estimate (Central & Research Centers) | 4,566,888.98 | 769,676.39 | 625,746.39 | 600,611.96 | 537,440.29 | 294,638.02 |
| | 986,000.27 | | | | | |
| GRAND TOTAL FOR THE PERIOD OF May 16, 2024 TO DECEMBER 31, 2024 | 7,395,002.03 | | | | | |

