

PHILIPPINE BIDDING DOCUMENTS

**NATIONAL ELECTRIFICATION
ADMINISTRATION**

Procurement of One (1) Year Supply of
Labor, Materials and Equipment for the
Security Services Requirement of NEA
(FY 2023- 2024)

NEA ITB No. 2023-01 EPA

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR

Procurement of One (1) Year Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA

1. The ***National Electrification Administration (NEA)***, through the ***2023 Corporate Operating Budget*** intends to apply the sum of ***Eight Million Four Hundred Sixty-One Thousand Seventy-Six Pesos & 13/100 (Php8,461,076.13)*** being the ABC to payments under the contract for ***Procurement for One (1) Year Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA (NEA ITB No. 2023-01 EPA)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***National Electrification Administration (NEA)*** now invites bids for the above Procurement Project. Delivery of the Goods is required ***upon receipt of Notice of Proceed starting on March 1, 2024***. Bidders should have completed, within ***Five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary ***“pass/fail”*** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from ***National Electrification Administration (NEA)*** and inspect the Bidding Documents at ***#57 NIA Road, Government Center, Diliman, Quezon City, from Monday to Friday, 8:00 A.M. to 5:00 P.M.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 18, 2023*** at the address and time stated above.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of Procuring Entity. However, the Bidders shall pay the applicable fee of ***Ten Thousand Pesos (PhP10,000.00)*** for the Bidding Documents not later than the submission of their bids.

6. The ***National Electrification Administration (NEA)*** will hold a Pre-Bid Conference on ***October 26, 2023 at 10:00 AM*** at ***Cultural Affairs Room, 2nd Floor, NEA Building, No. 57 NIA Road, Diliman, Quezon City*** which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the address below, through manual submission at the office address indicated below, on or before **November 7, 2023 at 10:00 A.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 7, 2023 at 10:35 A.M.** at **Cultural Affairs Room, 2nd Floor, NEA Building, No. 57 NIA Road, Diliman, Quezon City.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. This Procurement is undertaken through Early Procurement Activities (EPA) of the goods and services for procurement for the FY 2023.
11. Thus, this EPA shall be governed by GPPB Circular No. 06-2019 dated 17 July 2019, which shall include, but not limited to the:

- a. rules and procedure of EPA:

The conduct of EPA from posting to recommendation of the BAC to the HoPE as to the award of the contract shall observe the mandatory timelines set forth in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act No. (RA) No. 9184, including the period for re-bidding which shall be within fifteen (15) days after each declaration of failure of bidding, which may be extended up to thirty (30) days upon approval of the HoPE.

- b. fixed price rule in procurement

No changes shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.

- c. extension of the bid validity and security

The validity of their bidders' bid securities shall be beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the NEA shall reject the bid submitted by said bidder.

- d. validity of the eligibility requirements prior to the award of contract

- e. conditions of award

- i. Procurement Projects undertaken through EPA may be awarded upon approval and effectivity of the GAA, reenacted budget, appropriations ordinance, corporate budget or loan agreement, as the case may be.

- ii. If the amount authorized for a Procurement Project has been reduced, the PE may still make an award if the contract price to be awarded is within the amount authorized in the GAA, reenacted budget, appropriations ordinance, corporate budget, or loan agreement regardless of the posted ABC.
 - iii. The HoPE shall not award any Procurement Project if the amount therefor has been withdrawn or in the event the amount authorized in the GAA, reenacted budget, appropriations ordinance, corporate budget, or loan agreement is lower than the amount of contract to be awarded.
 - iv. In all instances, the HoPE has the authority to exercise the reservation clause under Section 41 of RA No. 9184, which grants the HoPE the right not to award the contract if, for any justifiable and reasonable ground, the award of the contract will not redound to the benefit of the government.
- f. date of earliest delivery.
- 12. The ***National Electrification Administration (NEA)*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 13. For further information, please refer to:

Ms. Anna Lissa C. Creencia
Chairperson, BAC Secretariat
National Electrification Administration (NEA)
#57 NIA Road, Government Center, Diliman, Quezon City
E-mail address: nea.bac.secretariat9184@gmail.com
Tel. No. 8929-19-09 local 180
- 14. You may visit the following websites:

For downloading of Bidding Documents: *nea.gov.ph and philgeps.gov.ph*

Quezon City, Philippines, 18 October 2023



ATTY. ALEXANDER PAUL T. RIVERA
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Electrification Administration (NEA)* wishes to receive Bids for the *Procurement of One (1) Year Supply of Labor, Materials and Equipment for The Security Services Requirement of NEA* with identification number *NEA ITB No.2023-01 EPA*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of *Eight Million Four Hundred Sixty-One Thousand Seventy-Six Pesos & 13/100 (Php8,461,076.13)*.

2.2. The source of funding is the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the **October 26, 2023, 10:00 A.M.** and either at its physical address, **Cultural Affairs Room, 2nd Floor, NEA Building, No. 57 NIA Road, Diliman, Quezon City**, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar day.. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Contract for Supply of Labor, Materials and Equipment for the Security Services Requirement Of NEA</i></p> <p>b. Completed within 5 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Quezon City, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than ₱169,221.52 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱423,053.81 [(5%) of ABC] if bid security is in Surety Bond.</p>
19.3	<i>Procurement of One (1) Year Supply of Labor, Materials and Equipment for the Security Services Requirement Of NEA amounting Php 8,461,076.13</i>
20.2	<i>No further instructions.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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. 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.

The warranty provision indicated in the Terms of Reference (TOR)

- 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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [<i>indicate place of destination</i>]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at the National Electrification Administration. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Manager Annabelle P. Cruz.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. Other requirements specified in the Terms of Reference

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **one (1) year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: Bi-monthly or a monthly basis upon receipt of billing statement and other required documents</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p> <ol style="list-style-type: none"> 1. <i>NEA shall have the right to inspect and/or conduct performance audit to confirm the CONTRACTOR’s conformity with the provisions of the Contract and specifications.</i> 2. <i>The CONTRACTOR shall allow NEA’s duly appointed inspectors/auditors free access to records, documents and equipment for inspection and audit. It shall likewise provide any and all relevant information as may be required by NEA.</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<i>Procurement for One (1) Year Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA</i>	15 Security Guards <i>(13- Security Guards & 2- Security Officer personnel)</i>	15 Security Guards	One (1) Year contract to be commenced upon receipt of Notice to Proceed starting on March 1, 2024
2	<i>Support Equipment, Materials and Supplies Requirements;</i>			
	Licensed Fire arms			
	1. 12 ga. Shotgun, Semi-Automatic, Pump Action	2 units	2 units	
	2. 9 mm. Pistol, Single-Action, Recoil Operated, Semi-Automatic	9 units	9 units	
	Ammunitions			
	1. 12 ga. Shotgun Shell, #00 Buckshot	16 rounds	16 rounds	
	2. 9 mm. Luger Cartridge	72 rounds	72 rounds	
	Communication Equipment			
	1. Handheld Radio Transceivers with valid license	9 units	9 units	
	2. Spare Battery Pack	9 units	9 units	
	3. Battery Charger	5 units	5 units	

	<p>Investigative and Surveillance System</p> <p>1. CCTV Monitoring System</p> <ul style="list-style-type: none"> - Monitoring CCTV IP Camera - Computer-Based CVR (20 Channels) <p>2. Under-Chassis Mirror</p> <p>3. Metal Detector with Charger and Extra Battery Pack</p> <p>4. Radio Cassette Recorder</p> <p>5. Handheld Digital Camera</p> <p>6. Heavy-Duty Chargeable Flashlight</p>	<p>20 units</p> <p>1 unit</p> <p>1 unit</p> <p>1 unit</p> <p>2 units</p> <p>1 unit</p> <p>1 unit</p> <p>9 units</p>	<p>20 units</p> <p>1 unit</p> <p>1 unit</p> <p>1 unit</p> <p>2 units</p> <p>1 unit</p> <p>1 unit</p> <p>9 units</p>	
	<p>Crowd Control Equipment</p> <p>1. Megaphone</p> <p>2. Riot Shield</p> <p>3. Riot Helmet</p> <p>4. Riot Truncheons</p> <p>5. Tear Gas Canisters</p> <p>6. Police Whistles</p> <p>7. Night Sticks</p> <p>8. Handcuffs</p> <p>9. Traffic Vest and Gloves</p>	<p>1 unit</p> <p>3 units</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>6 pcs</p>	<p>1 unit</p> <p>3 units</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>9 pcs</p> <p>6 pcs</p>	
	<p>Office Equipment & Supplies</p> <p>1. Desktop Computer with Printer</p> <p>2. Logbook (200 pages-serialized)</p>	<p>1 set</p> <p>Regular Supply</p>	<p>1 set</p> <p>Regular Supply</p>	

	3. A4 Sized Bond Paper	Regular Supply	Regular Supply	
	4. Folio Sized Bond Paper			
	5. Stapler with Staples	Regular Supply	Regular Supply	
	6. Wall Clock	1 pc	1 pc	
	7. Folder	Regular Supply	Regular Supply	
	8. Pen and Pencils			
	9. Paper Clips and Fasteners	Regular Supply	Regular Supply	
	10. Puncher	1 pc	1 pc	
	Security Paraphernalia & Supplies			
	1. Big Umbrellas	5pcs	5pcs	
	2. Rain Coats	5 pcs	5 pcs	
	3. Rain Boots	9 pairs	9 pairs	
	4. Complete First Aid Kits	9 sets	9 sets	
	5. Digital Bundy Clocks with Time Cards	1 unit	1 unit	

I hereby certify to comply and deliver all of the above requirements.

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1.	Stability of the Company	
	<p>a) Years of Experience – Has been in the business for five (5) years. Has provided security services to government and private institution. Bidder shall submit certification under oath of list of contracts completed for the past five (5) years.</p> <p>b) Liquidity of the Contractor – Submit Audited Financial Statement for CY 2020 and 2021 stamped received by the BIR or its duly accredited and authorized institutions. Computation: Current Assets over Current Liabilities. The ration should be at least 3:1 based on 2021 and 2022 Audited Financial Statements.</p> <p>c) Organizational Set-Up – Submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders.</p>	
2.	Resources	
	<p>a) Number of licensed firearms – Submit an undertaking on the ownership of the firearms.</p> <p>b) Number and kind of communication devices – Submit an undertaking on the ownership of the devices.</p> <p>c) Number and kind of metal detector, handcuff and medical kit – Submit an undertaking on the ownership of the devices.</p> <p>d) List and number of licensed security guards – Submit certification under oath of its security service complement of the list of personnel deployed to clients for 2021 & 2022.</p> <p>e) List and number of firearms to be used by the assigned security guards with corresponding photocopies of their valid firearm licenses - Submit an undertaking on the ownership of the firearms.</p>	
3.	Security Plan	
	<p>a) Scope of work should be both exterior and interior parts of the NEA premises – Submit proposed security plan for NEA. (See Annex B)</p> <p>- Submit proposed housekeeping plan for NEA</p>	

4.	Other factors	
	a) Recruitment/Selection Criteria & Training Program – Submit company policy on recruitment/selection criteria of its security personnel. (See Annex C) b) Completeness of Uniforms and Other Paraphernalia – Submit an undertaking on the adequacy of supply.	

I hereby certify to comply and deliver all of the above requirements

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

OTHER MATTERS:

1. SCOPE OF WORKS

- 1.1. The **CONTRACTOR** shall provide and make available the fifteen (15) qualified, acceptable, licensed, bonded, armed and uniformed security guards on a 24-hour daily coverage for **NEA's** office(s), for the purpose of ensuring the security and safety of the building and its premises; security and safety, including **NEA's** properties deposited and stored therein, as well as the persons and properties of the employees of **NEA**, against losses and damages due to and/or caused by theft, pilferage, robbery and other unlawful acts of strangers and/or third parties.
- 1.2. The **CONTRACTOR** shall provide the fifteen (15) guards for two (2) shifts a day. The tour of duty for each guard on regular duty shall be twelve (12) hours daily. No guard shall be made to render more than twelve (12) hours duty within a 24-hour period, except in cases of extreme necessity and only upon prior written permission of **NEA's** authorized representative.
- 1.3. The **CONTRACTOR** shall, at all the times, extend security and protection to **NEA's** visitors and personnel within the office(s) and those on authorized official travel(s) as the need arises.
- 1.4. The **CONTRACTOR** shall provide the following services:
 - 1.4.1. One (1) Security Coordinator to handle Security concerns and coordinate with the **NEA's** management.
 - 1.4.2. Conduct quarterly Security Survey of the area being guarded.
 - 1.4.3. Round the clock Security Survey of the area being guarded.
 - 1.4.4. Conduct seminar at least twice a year to continually develop and upgrade the skills and knowledge of the security personnel assigned at **NEA** and to revive responsibility among them.
 - 1.4.5. Conduct monthly meetings of guards to ensure dynamism, alertness and discipline to maintain the desired maximum efficiency in the performance of their assigned tasks.
 - 1.4.6. Conduct seminar on Security and Safety Awareness for employees of the **NEA** and other related subjects relevant to maintaining peace and order in the **NEA** premises.
 - 1.4.7. Highly trained security personnel as Special Emergency Response Team back-up during special occasions like anniversary celebration, Christmas Party, and during visits of government dignitaries, etc.
 - 1.4.8. Measures to prevent "Salisi" operations to be included in the Loss-Prevention Program of the **NEA**.

2. MANPOWER REQUIREMENTS

For the performance of the services specified, the **CONTRACTOR** shall provide the required fifteen (15) number of personnel for the following:

2.1. Regular Working Days (Day Duty)

Post/Assignment	No. of Guards	Tour of Duty	No. of Hours
Ground Lobby	2	0600 – 1800 hrs	12 hrs
Powerhouse Area (Right Wing)	1	0600 – 1800 hrs	12 hrs
Motor Repair Shop Area (Left Wing)	1	0600 – 1800 hrs	12 hrs
Office of the Administrator	1	0600 – 1800 hrs	12 hrs
Roving	1	0600 – 1800 hrs	12 hrs
Basement 1	1	0600 – 1800 hrs	12 hrs
Basement 2	1	0600 – 1800 hrs	12 hrs
Supervisor	1	0600 – 1800 hrs	12 hrs
TOTAL	9		

2.2. Regular Working Days (Night Duty)

Post/Assignment	No. of Guards	Tour of Duty	No. of Hours
Ground Lobby	1	1800 – 0600 hrs	12 hrs
Powerhouse Area (Right Wing)	1	1800 – 0600 hrs	12 hrs
Motor Repair Shop Area (Left Wing)	1	1800 – 0600 hrs	12 hrs
Office of the Administrator	1	1800 – 0600 hrs	12 hrs
Roving	1	1800 – 0600 hrs	12 hrs
Supervisor	1	1800 – 0600 hrs	12 hrs
TOTAL	6		

2.3. Non-Working Holidays, Saturdays and Sundays

Post/Assignment	No. of Guards	Tour of Duty	No. of Hours
Ground Lobby	1	0600 – 1800 hrs	12 hrs
	1	1800 – 0600 hrs	12 hrs
Powerhouse Area (Right Wing)	1	0600 – 1800 hrs	12 hrs
	1	1800 – 0600 hrs	12 hrs
Motor Repair Shop Area (Left Wing)	1	0600 – 1800 hrs	12 hrs
	1	1800 – 0600 hrs	12 hrs
Office of the Administrator	1	0600 – 1800 hrs	12 hrs
	1	1800 – 0600 hrs	12 hrs
Roving	1	0600 – 1800 hrs	12 hrs
	1	1800 – 0600 hrs	12 hrs
Supervisor	1	0600 – 1800 hrs	12 hrs

	1	1800 – 0600 hrs	12 hrs
TOTAL	12		

3. RESPONSIBILITY OF THE CONTRACTOR

- 3.1. The number of personnel as set for the above may increase or decrease from time to time whenever necessary. These changes shall not entitle the **CONTRACTOR** to any claim against NEA except for the payment of the contract price for the additional/reduced number of manpower in service. Corresponding billing shall be adjusted accordingly.
- 3.2. This contract covers deployment of equipage/communication and special protective devices and equipment, as well as the provision of security investigative and supervisory personnel at NEA Building located at #57 NIA Road, Government Center, Diliman, Quezon City as maybe needed and determined/requested by NEA subject to necessary amendment of this contract. Computation of the Labor Cost requirement shall be in accordance with the existing Minimum Wage Order within the locality as mentioned above.
- 3.3. The **CONTRACTOR** shall assign to **NEA** well-trained, experienced, licensed, uniformed and armed guards who meet the following qualifications:
- 3.3.1. For Supervisor/Shift-in-Charge, must have at least thirty-six (36) units in college or at least five (5) years' experience in supervisory security work. For the Regular Guard, at least High School graduate with at least two (2) years' experience in security work.
 - 3.3.2. The height is at least 5'0" for female and 5'4" for male and the age is at least 21 years old.
 - 3.3.3. Physical and Mentally fit to Work as attested by a Physical/Psychological Examination Result for the security personnel to be assigned by the **CONTRACTOR**. This certification shall be required annually.
 - 3.3.4. Not related to any **NEA** personnel within the 4th degree of consanguinity or affinity.
 - 3.3.5. Of good moral character, mentally sound and without criminal or police record; must have clearance from the PNP-accredited Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Neuro-Psychiatrist duly accredited by the Philippine National Police.
 - 3.3.6. With at least three (3) days training in customer relations, crowd control, bombs and explosives, disaster management, investigation, fire-fighting and safety, and other related competencies.
 - 3.3.7. Possess the Restricted Radiotelephone Operator's Certificate (Land Mobile) issued by the National Telecommunications Commission.

- 3.3.8. Possess the qualifications as prescribed in Rule III, Section 5 and must have passed the physical/mental examination for security personnel as prescribed in Rule XXIII of the 1994 Revised Rules and Regulations implementing RA 5487, as amended, unless otherwise prescribed.
- 3.3.9. In addition to the foregoing, the **CONTRACTOR** shall submit summary of profile of security supervisor(s), officers and guards, which must be attested by **CONTRACTOR's** authorized signatory.
- 3.3.10. Any misrepresentation by the **CONTRACTOR** with respect to such clearances, certifications, and qualifications should be sufficient ground for the cancellation/termination of the Contract.
- 3.4. **NEA** reserves the right to retain the existing security personnel assigned at areas that are of security importance and requires experience and knowledge in the daily operation requirements of **NEA** office.
- 3.5. The **CONTRACTOR** shall inform in writing their commencement of the Contract on the First day of their work. The **CONTRACTOR** shall submit in writing the list of regular security personnel including their reliever personnel subject to conformity and agreement of **NEA's** authorized representative. Should there be any changes in their official line-up of personnel, an appropriate Conforme Letter should validate the changes.
- 3.6. All absences, tardiness and under time shall be deducted from the labor cost of the **CONTRACTOR's** billing. Since these actions affect not only the **CONTRACTOR** but **NEA** as well, thus **NEA's** authorized representative may direct the **CONTRACTOR** to remove this habitual offender/s from the list of assigned personnel. The Daily Time Record Card (DTR Card) shall properly filed up for each assigned personnel and shall be punched in/out individually on the appropriate portion of the clock. The **CONTRACTOR's** authorized representative shall submit to **NEA** these DTR Cards after 15th and the end of each month, together with the **CONTRACTOR** billing.
- 3.7. **CONTRACTOR's** security personnel shall be in complete proper uniform and wear identification card (ID) at all times. The IDs shall be provided by the **CONTRACTOR** to all assigned personnel and at no cost to **NEA**.
- 3.8. Alternate/reliever shall not be allowed to assume duties of the regular personnel unless written notification duly received, evaluated and confirmed by the **NEA's** authorized representative. Said alternate personnel shall have likewise complied with all the hiring requirements of the **CONTRACTOR**. Similarly, the **CONTRACTOR**, upon the advice of **NEA**, shall replace any of its personnel whose performance does not meet **NEA's** satisfaction, found to commit actions prejudicial to the interest/image of the **NEA** and **CONTRACTOR** personnel has neglected his/her duties that detrimental to safety, security of life, property of **NEA**.
- 3.9. The **CONTRACTOR** shall be liable for any loss, injury or damage to life and/or property within **NEA** premises and all the contents thereof when such could have been avoided/prevented had the **CONTRACTOR** guard(s) not been negligent and/or

remiss in the performance of their assigned duties and responsibilities; provided, that such loss, injury or damage shall be reported in writing by NEA's authorized representative to the **CONTRACTOR** and/or any of its guards assigned with NEA within forty-eight (48) hours from the time of discovery of such loss, injury or damage.

- 3.10. It is expressly understood and agreed that for all legal intents and purposes, all the employees of the **CONTRACTOR**, employed under this Contract, shall not be considered employees of NEA. The **CONTRACTOR** assumes full responsibility for the faithful and complete performance by the Security Guards of all their duties pursuant to the provisions of this Contract.
- 3.11. The **CONTRACTOR** shall ensure and guarantee that its employees shall familiarize themselves with NEA's officers and personnel and at all times accord them the highest respect and courtesy.
- 3.12. The **CONTRACTOR** shall submit promptly every morning to NEA the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving NEA's property and personnel that occurred during the previous day.
- 3.13. The **CONTRACTOR** shall provide each guard with the appropriate agency-owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by NEA in the future as warranted by the situation, during his/her tour of duty, including but not limited to office equipment, tools, supplies and materials for the use, service and control of the security force under this Contract.
- 3.14. The **CONTRACTOR** shall exercise effective administration, control, supervision and inspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. The **CONTRACTOR** shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to NEA's personnel or visitors, or damage/loss to NEA's properties or those of its personnel or visitors within the service areas.
- 3.15. The **CONTRACTOR** hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of NEA and strictly observe the laws of the Philippines relative to their operations under the Contract, to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of NEA including authorized visitors in the execution of their duties.
- 3.16. The **CONTRACTOR** shall diligently and faithfully serve the best interests of NEA in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of NEA which any member of the security force of the **CONTRACTOR** may have acquired by reasons of such contractual relationship.

- 3.17. The **CONTRACTOR** warrants, subject to the provision of the Contract for the period of **ONE (1) YEAR** that the Work furnished by the **CONTRACTOR** shall be in accordance with **NEA** specifications. During the said period, **NEA** shall notify **CONTRACTOR** in writing with 24 hours of any observed deficiencies in the work.
- 3.18. The **CONTRACTOR** shall perform such remedial or corrective measures/actions as may be agreed upon with **NEA** as necessary and adequate to meet such obligations and/or provisions. Deliberated and unreasonable failure of the **CONTRACTOR** to remedy or correct reported deficiency shall constitute sufficient ground for rescission/termination of the contract.
- 3.19. The **CONTRACTOR** shall be answerable or accountable for any accident, or any kind of injury or death, which may occur to any employee of the **CONTRACTOR** during the time and consequence to the performance of the work.
- 3.20. The **CONTRACTOR** shall be responsible for payment of all indemnities arising out of any labor accident which may occur in the course of work and for which he may be responsible under the pertinent labor law more particularly Presidential Decree No. 442, as amended otherwise known as the Labor Code of the Philippines and such other pertinent laws and applicable hereto.
- 3.21. The **CONTRACTOR** shall be responsible for the safety and health/life of their employees such as endemic diseases and force majeure incidents, and shall do all means to protect or prevent causes that would be detrimental to their employees and the public. They shall provide the necessary safety and sanitation gadget and paraphernalia.
- 3.22. The **NEA** shall in no manner be answerable or accountable for any accident, injury of any kind or death which may occur to any employee of the **CONTRACTOR** during the time of their performance of their work/task as a consequential to this Contract.
- 3.23. The **CONTRACTOR** shall assign only members of the force who are acceptable to **NEA** and the **CONTRACTOR** shall not pull out any Security Guard from **NEA** without the written consent of the latter. The **CONTRACTOR** shall assign to **NEA** well trained, experienced, licensed, uniformed and armed guards who shall meet the qualifications as aforementioned in Section 8.4 if this Contract.
- 3.24. The **CONTRACTOR** shall provide **NEA** with the number of guards as stated in this Contract, and any decrease or increase in the number of guards shall require the written approval of **NEA**.
- 3.25. The **CONTRACTOR** shall, upon recommendation and request of **NEA**, replace its erring employees who are inefficient and negligent in the performance of their duties. The replacement personnel shall also be subject to acceptance by **NEA**.
- 3.26. **NEA**, upon written notice to the **CONTRACTOR**, shall not accept continued services of undesirable and/or inefficient worker.