

- 3.27. The **CONTRACTOR** hereby guarantees that the salaries of guards detailed with **NEA** shall be paid the regular working hours not later than the 20th day of the month and 5th day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the **CONTRACTOR**, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for **NEA** to terminate the Service Contract.
- 3.28. The **CONTRACTOR** shall guarantee that all employer's share shall be paid by **NEA** to the **CONTRACTOR**, like SSS premiums, State Insurance/ECC, PhilHealth, PAG-IBIG and others and the corresponding employee's share being deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for **NEA** to remit these amounts directly to the concerned government agencies.

4. LABOR COST COMPUTATION

- 4.1. The **CONTRACTOR** shall refer to the following computation for the basis of standardization of all labor cost composition, including other obligation such as SSS, Philhealth, ECC and Pag-ibig, for the supply of security service requirements of **NEA**. See **Annex A** for the details of the Price Schedule Form to be submitted as part of the Computed Bid/Price Proposal.

Labor Cost Computation

Estimated Equivalent Monthly Rate (EEMR) = (ADR x 394.4 days) / 12 months

Applicable daily wage rate (ADWR) x total equivalent number of days per year
12 months

Total Equivalent Number of Days per Year, for Security Personnel

297.00 days	=	ordinary working days/year
24.00 days	=	12 regular holidays x 200%
67.60 days	=	52 rest holidays x 130%
<u>7.8 days</u>	=	<u>6 Special days x 130%</u>
394.4 days		Total equivalent no. days/year

Monthly Breakdown of Labor (in Peso Value)

- 4.1.1. Basic Salary (RA 6727) of = Daily Rate x total equivalent no. days
- 4.1.2. 13th Month Pay = Basic Salary / 12
- 4.1.3. Employee's Contribution = SSS, Philhealth, Pag-ibig, ECC Table of contribution payment schedules. Based on Basic Salary Bracket
- 4.1.4. Incentive Leave (5 days) = (Daily Rate / day x 5) / 12

4.1.5. Uniform Allowance	=	Php 100.00
4.1.6. Overtime Pay	=	Additional compensation for work performed beyond eight (8) hours a day. The minimum overtime pay rates vary according to the day the overtime work is performed.
4.1.7. Night Shift Differential	=	Additional compensation of ten percent (10%) of an employee's regular wage for each hour of work performed between 10 p.m. and 6 a.m. The minimum night shift pay rates vary according to the day the night shift work is performed.

5. WORKING PERIOD

5.1. The **CONTRACTOR's** security personnel shall require to work every day, twelve (12) hours daily, with four (4) hours overtime compensation, regardless of position or nature of works, including Sundays or Rest Days, Regular Holidays and Special Holidays as cited below within 24-hour period. If circumstances so warrant, to perform overtime service with due overtime compensation.

5.1.1. Non-Working / Regular Holidays & Special Non-Working Holidays

5.1.1.1. Regular Holidays

5.1.1.1.1. New Year's Day	-	January 1
5.1.1.1.2. Maundy Thursday	-	April 6
5.1.1.1.3. Good Friday	-	April 7
5.1.1.1.4. Araw ng Kagitingan	-	April 9 (nearest Monday April 10)
5.1.1.1.5. Labor Day	-	May 1 (Monday)
5.1.1.1.6. Independence Day	-	June 12 (Monday)
5.1.1.1.7. National Heroes Day	-	August 28 (Last Monday of August)
5.1.1.1.8. Bonifacio Day	-	November 30 (nearest Monday November 27)
5.1.1.1.9. Christmas Day	-	December 25 (Monday)
5.1.1.1.10. Rizal Day	-	December 30 (Saturday)

5.1.1.2. Special Days

5.1.1.2.1.	EDSA People Power Revolution Anniversary -	February 25 (Saturday)
5.1.1.2.2.	Black Saturday -	April 08
5.1.1.2.3.	Ninoy Aquino Day -	August 21 (Monday)
5.1.1.2.4.	All Saints Day -	November 1 (Wednesday)
5.1.1.2.5.	Feast of Immaculate Conception of Mary -	December 8 (Friday)
5.1.1.2.6.	Last Day of the Year -	December 31 (Sunday)
5.1.1.2.7.	Add'l Special (Non-Working) Days -	2 January (Monday) 2 November (Thursday)

6. SALARIES AND WAGES

- 6.1. Prevailing labor laws provides that employees are entitled to one hundred percent (100%) of daily wage even if he/she did not report to work provided that he/she is present or on leave of absence with pay on the day immediately preceding the Holiday. If he/she reports for work, he/she shall be entitled to another one hundred percent (100%) as Holiday Premium or total of two hundred percent (200%) daily wage. (Art. 94 – Labor Code)
- 6.2. Premium Pay – Additional pay shall be observed during this Special Days. Meaning, if the employee did not report for work on this special day, he/she shall still have entitled to receive his daily basic pay. If he reports for work, he is entitled to an additional thirty percent (30%) premium, apart from his daily wage.
- 6.3. Extra Services – Other non-working days declared by the government shall be considered “no work, no pay” policy except the Four (4) Special Non-Working Holidays on National Level stated above as per Executive Order No. 292, as amended by RA 9849, as further amended by RA 10966.
- 6.4. Security Officer Allowance – Additional pay per month for Security Supervisor and Shift-in-Charge amounting to One Thousand Five Hundred Pesos (Php1,500.00) as part of his/her task to supervise the security guards assigned in **NEA**.
- 6.5. Employees shall be entitled to holiday pay when they are on leave of absence with pay on the workday immediately preceding the regular holiday. Employees who are on leave of absence without pay on the day immediately preceding a regular holiday may not be paid the required holiday pay if they do not work on such regular holiday.

- 6.6. **CONTRACTOR** shall grant the same percentage of the holiday pay as the benefit granted by competent authority in the form of employee's compensation or social security payment, whichever is higher, if the employees are not reporting for work while on such leave benefits.
- 6.7. Where the day immediately preceding the holiday is a non-work day in **NEA** or the scheduled rest day of the employee, he/she shall not be deemed to be on leave of absence on that day, in which case he/she shall be entitled to the holiday pay if he/she worked on the day immediately preceding the nonwork day or rest day.
- 6.8. Where there are two (2) successive regular holidays, like Maundy Thursday and Good Friday, an employee may not be paid for both holidays if he/she absents himself/herself from work on the day immediately preceding the first holiday, unless he/she works on the first holiday, in which case he/she is entitled to his/her holiday pay on the second holiday.
- 6.9. If extra services beyond regular working hours will be needed or required by **NEA**, **NEA's** authorized representative/s may order the **CONTRACTOR** to perform such services provided that such extra services shall be made-upon thru written notice/authority from **NEA** to be duly approved by the **CONTRACTOR's** authorized representative.
- 6.10. Night Shift Differential – Night Shift Differential refers to the additional compensation of ten percent (10%) of an employee's regular wage for each hour of work performed between 10:00 PM and 6:00 AM.
- 6.11. The **CONTRACTOR** shall pay the salaries and wages of his/her regular and/or alternate personnel for the period 1st to 15th of the month on the 20th day of the current month, and for the period 16th to 30th or 31st on the 5th day of the following month.
- 6.12. Salary remittance "**MUST**" be made thru the ATM, **CONTRACTOR** shall provide to **NEA** a copy of payment instructions to the bank together with copy of payroll for the applicable period on or before the scheduled payoff. **NEA** reserves the right to assign representative/s to observe payment of salaries and wages due their personnel. Delayed payment of employee's compensation shall be enough ground for the cancellation and/or termination of the existing contract and/or direct payment of the compensation of **CONTRACTOR's** employees by **NEA** at **NEA's** option.
- 6.13. The net payment of every assigned personnel shall be indicated in the pay slip wherein the following data are clearly indicated:
 - 6.13.1. Company Name and Business Address;
 - 6.13.2. Name of Regular and/or Alternate Personnel and Designation;
 - 6.13.3. Payroll Period;
 - 6.13.4. Gross Pay including 13th month pay, pro-rata;
 - 6.13.5. Itemized Deduction based on **NEA/CONTRACTOR's** Contract; and

6.13.6. Net Pay.

- 6.14. Deduction from salaries of personnel shall be limited to those allowed/authorized by Law. Any deduction beyond the allowed/authorized, shall be clearly indicated in the payroll, explained to and concurred by the personnel. Wage increases prescribed by law thru wage orders shall be implemented by the **CONTRACTOR**, being for the benefits of its employees, and NEA shall reimburse to the **CONTRACTOR** the appropriate wage increase, hence the contract is deemed amended accordingly.

7. SUPPORT EQUIPMENT, MATERIALS AND SUPPLIES REQUIREMENTS

- 7.1. The **CONTRACTOR** shall provide the following equipment, materials and supplies necessary for the effective delivery of services:

PARTICULARS	MINIMUM REQUIREMENTS
LICENSED FIREARMS	
1. 12 ga. Shotgun, Semi-Automatic, Pump Action	2 units
2. 9 mm. Pistol, Single-Action, Recoil Operated, Semi-Automatic	9 units
AMMUNITIONS	
1. 12 ga. Shotgun Shell, #00 Buckshot	16 rounds
2. 9 mm. Luger Cartridge	72 rounds
COMMUNICATIONS EQUIPMENT	
1. Handheld Radio Transceivers with valid license	9 units
2. Spare Battery Pack	9 units
3. Battery Charger	5 units
INVESTIGATIVE AND SURVEILLANCE SYSTEM	
1. CCTV Monitoring System	
- Monitoring CCTV IR Camera	20 units
- Computer-Based DVR (20 Channels)	1 unit
2. Under-Chassis Mirror	1 unit
3. Metal Detector with Charger and Extra Battery Pack	2 units
4. Radio Cassette Recorder	1 unit
5. Handheld Digital Camera	1 unit
6. Heavy-Duty Chargeable Flashlight	9 units
CROWD CONTROL EQUIPMENT	
1. Megaphone	1 unit
2. Riot Shield	3 units
3. Riot Helmet	9 pieces
4. Riot Truncheons	9 pieces
5. Tear Gas Canisters	9 pieces
6. Police Whistles	9 pieces
7. Night Sticks	9 pieces
8. Handcuffs	9 pieces
9. Traffic Vest and Gloves	6 pieces
OFFICE EQUIPMENT & SUPPLIES	
1. Desktop Computer with Printer	1 set

2. Logbook (200 pages-serialized)	Regular Supply
3. A4 Sized Bond Paper	Regular Supply
4. Folio Sized Bond Paper	Regular Supply
5. Stapler with staples	Regular Supply
6. Wall Clock	1 piece
7. Folder	Regular Supply
8. Pen and Pencils	Regular Supply
9. Paper Clips and Fasteners	Regular Supply
10. Puncher	1 piece
SECURITY PARAPHERNALIA & SUPPLIES	
1. Big Umbrellas	5 pieces
2. Rain Coats	5 pieces
3. Rain Boots	9 pairs
4. Complete First Aid Kits	9 sets
5. Digital Bundy Clock with Time Cards	1 unit

- 7.2. Firearms should be in good condition, covered with license by the PNP, with complete load of ammunition. No “Paltik” pistols should be issued to the security guards. All other materials as per **CONTRACTOR’s** specifications will be subject to approval of the **NEA**.
- 7.3. The maintenance, repair, loss and replacement of tools and equipment necessary and incidental to the performance of obligations herein required shall be for the account of the **CONTRACTOR**.
- 7.4. Delivery of the required equipment, materials and supplies will be done at the contract area on the first day of the posting of security guards on each assignment to be inspected by the **NEA’s** authorized representative.

8. CONTRACTOR PERFORMANCE CRITERIA

- 8.1. The **CONTRACTOR** should maintain quarterly a very satisfactory level of performance throughout the term of the contract based on the following set of Performance Criteria, as per GPPB Resolution No. 24-2007, Section 5.4 of Annex A:

1. Quality of Service Delivered	(40%)
a. Implementation of a control system in the workplace and security jurisdiction for the safety and security to life and property	20%
b. Responsiveness to clients’ needs and to complaints and/or incident reports	10%
c. Availability of firearms and communication devices	5%
d. Courtesy and decorum	5%
2. Management and Suitability of Personnel	(25%)
a. Supervision and accountability	8%
b. Qualification of assigned guards and training of physical fitness	7%
c. Physical Appearance (uniforms and other paraphernalia)	5%
d. Change and/or replacement of assigned guards	5%
3. Contract Administration and Management	(25%)
a. Assignment of guards at designated area(s)	10%

b. Implementation of NEA rules and regulations and compliance to other obligations per contract	8%
c. Compliance to labor laws and social insurance regulations	7%
4. Time Management	(5%)
a. Tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%
5. Provision of Regular Progress Reports	(5%)
a. Exception/Incident Report	2%
b. Monthly Deployment Report	2%
c. Other Reports that may be required by the Human Resources and Administration Department (HRAD)	1%

9. PENALTIES FOR OFFENSES OR VIOLATION OF RULES

9.1. NEA's authorized representative shall impose on **CONTRACTOR** penalties for violations of this Contract committed by the **CONTRACTOR** as listed below:

CONTRACTOR VIOLATIONS	PENALTY
a. CONTRACTOR failed to pay salary of guards on time.	Deduction from the billing of Php1,000.00 per day.
b. CONTRACTOR failed to issue firearm to posted guard.	Deduction from the billing of Php200.00 per post per day.
c. CONTRACTOR issued a firearm without license.	Deduction from the billing of Php200.00 per firearm without license per day.
d. CONTRACTOR issued a defective firearm to a posted guard.	Deduction from the billing of Php200.00 per firearm per day.
e. CONTRACTOR issued a firearm to a posted guard not owned or licensed in the name of the CONTRACTOR .	Deduction from the billing of Php150.00 per firearm per day.
f. CONTRACTOR's radio/communication equipment is defective or unserviceable.	Deduction from the billing of Php100.00 per radio equipment per day.
g. CONTRACTOR posted guard that is not qualified as per Contract.	Deduction from the billing of Php150.00 per day per guard and removal of the guard from any detail upon receipt of NEA's notice.
h. CONTRACTOR failed to provide the required number of radios or communications equipment as required by the Contract.	Deduction from the billing of Php100.00 per radio or communications equipment per day.
i. CONTRACTOR issued a firearm of lower caliber than required by the Contract.	Deduction from the billing of Php100.00 per firearm per day.
j. CONTRACTOR failed to issue the required equipment required by the Contract, like metal detectors, power source, antenna, etc. or has issued, but unserviceable.	Deduction from the billing of Php100.00 each for lacking or unserviceable equipment per day.

k. CONTRACTOR has not issued any magazine or holer for extra ammunition.	Deduction from the billing of Php75.00 per magazine per day.
l. CONTRACTOR has issued ammunitions short of the requirements as per Contract or has issued defective bullets.	Deduction from the billing of Php20.00 per unavailable ammo per day.
m. CONTRACTOR ensure that no theft will happen in NEA premises	Dismissal

9.2. **NEA's** authorized representative shall impose on **CONTRACTOR** penalties for offenses or violations as listed below, without prejudice to penalties as may be imposed by the Director General, Philippine National Police as provided for in Rule XVI, Administrative Sanctions of RA 5487 as amended, and to the disciplinary sanctions that may be imposed on the individual erring guard by **NEA's** authorized representative.

OFFENSES	PENALTY
a. Abandonment of post.	Deduction from the billing of Php200.00 and termination of the guard's service upon receipt of the written notice from NEA .
b. Posted security guard found drunk; drinking intoxicating liquor or found under the influence of prohibited drugs while on duty.	Deduction from the billing of Php200.00 and termination of the guard's service upon receipt of the notice from NEA .
c. Providing confidential information to unauthorized person(s).	Deduction from the billing of Php100.00 and termination of the guard's service upon written notice.
d. Security guard firing or fired his/her firearm indiscriminately.	-do-
e. Posted security guard observed playing with his service firearm or allowed others to play or tinker with his firearm.	-do-
f. Security guard apprehended for alarm, scandal or disorderly conduct within the premises of the installation on or off duty.	-do-
g. Security guard engaging in mulcting or extortion activities.	Deduction from the billing of Php100.00 per incident and termination of the guard's service upon receipt of written notice from NEA .
h. Manifested or display of discourteous or rude manner or failure to render appropriate respect or courtesy to NEA's official or employee or visitor.	-do-
i. Security guard found sleeping on duty.	-do-

j. Guard performing duty for more than eight (8) hours without written permission from the head of installation.	Deduction from the billing of Php100.00 per violation.
k. Failure of the Security Guard to report to duty without prior notice.	Deduction from the billing of Php100.00 per incident of failure to report for duty.
l. Failure of the posted security guard to carry his License to exercise his profession as Private Security Guard.	Deduction from the billing of Php50.00 per incident.
m. Failure of the posted security guard to carry his Restricted Radiotelephone Operator's Certificate (Land Mobile) issued by the National Telecommunications Commission (NTC).	Deduction from the billing of Php50.00 per incident.

10. DAMAGES TO PROPERTY OF NEA

- 10.1. All damages to and/or loss of any property belonging to **NEA** and its employees, which is caused by failure of the **CONTRACTOR's** employee/s to take reasonable precaution, and/or illegal acts committed by the **CONTRACTOR's** employee and all deterioration and/or damages to permanent work due to accident or negligence on the part of the **CONTRACTOR's** employee/s shall be repaired/replaced by the **CONTRACTOR** without additional expense to the **NEA**.
- 10.2. Repairs and/or replacement shall be borne by the **CONTRACTOR** and must be acted upon within seventy-two (72) hours.
- 10.3. Should **CONTRACTOR** fail to affect the necessary repairs/replacements within the said period, **NEA** shall affect the repair or replacement and deduct the cost thereof from **CONTRACTOR's** billing.

11. CREDIT LINE

- 11.1. Upon award of the Contract, the **CONTRACTOR**, shall be required to open a Credit Line for the duration equivalent to one (1) month salary of its personnel. Said credit line shall be used should **CONTRACTOR's** billing for the month is delayed. It also assures payment of salary by the **CONTRACTOR** of its employees on time, and to be replenished upon collection from **NEA**.
- 11.2. **NEA** reserves the right to inspect and verify the said credit line any time. **CONTRACTOR** shall issue an authorization to **NEA's** authorized representative that he/she be issued a Certification by the bank as to the above-mentioned credit line, upon the **CONTRACTOR's** request but not more than once in a month. The **CONTRACTOR** shall be required to explain in writing within forty-eight (48) hours upon receipt of notice for any clarification regarding the subject account. Delayed and/or non-submission of subject report and/or clarification letter will mean non-compliance or non-conformance with the Contract.

12. TERMS OF PAYMENT

- 12.1. The terms of payment comprising this contract shall be made on a bi-monthly or a monthly basis whichever is applicable for and in consideration of the works to be undertaken by the **CONTRACTOR**. Absences and tardiness of **CONTRACTOR**'s personnel shall be deducted from its monthly billing on the labor cost with pro-rated based on the contracted rate. The payment shall be paid upon submission to and acceptance by **NEA** of the complete documents.
- 12.2. The **NEA** shall prepare check payment for each billing statements received payable to the **CONTRACTOR** as replenishment of the withdrawals for the period and for payment for the remittances to SSS, State Insurance, Philhealth and Pag-Ibig Fund and respective agency fees and other due deductions.
- 12.3. The **CONTRACTOR** shall submit monthly notarized affidavit including proof of remittance that all contributions are remitted in favor of the personnel. The following documents are hereby required in processing of claims:
 - 12.3.1. First Claim
 - 12.3.1.1. Certified True Copy of Contract;
 - 12.3.1.2. Original Copy of Invoice or Statement of Account (Service Invoice);
 - 12.3.1.3. Original Copy of Time Card;
 - 12.3.1.4. Signed Payroll with notation by **NEA**'s authorized representative;
 - 12.3.1.5. Certified True Copy of Notice to Proceed;
 - 12.3.1.6. Certified True Copy of SSS (R5), R-3 every end of the quarter, Pag-Ibig and Philhealth remittances duly received and machine validated by Landbank of the Philippines (Original to be presented for authentication);
 - 12.3.1.7. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA**'s authorized representative;
 - 12.3.1.8. Attendance Sheet;
 - 12.3.1.9. Original Copy of Credit Line Certification, dated during current billing period; and
 - 12.3.1.10. **CONTRACTOR**'s Affidavit of Payment of Salaries duly notarized (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).
 - 12.3.2. Succeeding Claims
 - 12.3.2.1. Original Copy of Invoice or Statement of Account (Service Invoice);

- 12.3.2.2. Original Copy of Time Card;
- 12.3.2.3. Signed Payroll with notation of **NEA's** authorized representative;
- 12.3.2.4. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA's** authorized representative (first half of the month);
- 12.3.2.5. Certified True Copy of SSS (R5 every half of the month, R-3 every end of the quarter), Pag-Ibig and Philhealth remittances duly received and machine validated by Landbank of the Philippines (Original to be presented for authentication);
- 12.3.2.6. Attendance Sheet;
- 12.3.2.7. Original Copy of Credit Line Certification; and
- 12.3.2.8. **CONTRACTOR's** Affidavit of Payment of Salaries (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).

12.3.3. Last Claim

- 12.3.3.1. Original Copy of Invoice or Statement of Account (Service Invoice);
- 12.3.3.2. Original Copy of Time Card;
- 12.3.3.3. Signed Payroll with notation of **NEA's** authorized representative;
- 12.3.3.4. Delivery Receipt of Materials and Supplies noted by **NEA's** authorized representative (first half of the month);
- 12.3.3.5. Certified True Copy of SSS (R5 every half of the month, R-3 every end of the quarter), Pag-Ibig and Philhealth remittances duly received and machine validated by Landbank of the Philippines (Original to be presented for authentication);
- 12.3.3.6. Attendance Sheet;
- 12.3.3.7. Copy of Credit Line Certification;
- 12.3.3.8. **CONTRACTOR's** Affidavit of Quit Claim duly notarized; and
- 12.3.3.9. Notice of Termination.

12.3.4. Submission of Billing

- 12.3.4.1. The **CONTRACTOR** shall observe a proper schedule of submission of billings. Billing should be submitted within one (1) week after the bill periods (15th or 30th) or end of the months whichever is applicable or preferred by the **CONTRACTOR** subject to auditing requirement.

Failure to comply with the submission schedule will result in the delay of collection and will consequently affect the prompt payment of salaries of personnel.

13. SSS, PHILHEALTH AND PAG-IBIG REMITTANCES

- 13.1. SSS remittances can be made to any Landbank of the Philippines Branch in Metro Manila or to any nearest SSS branch every second week of the succeeding quarter and a proof of monthly payment/remittance with stamp received shall be attached to their monthly billing. Philhealth and Pag-Ibig remittances can be made to any of their respective branch offices once in a month.

14. 13TH MONTH PAY/FIVE (5) DAYS INCENTIVE PAY & UNIFORM ALLOWANCE

- 14.1. **CONTRACTOR** shall include in pro rata payment of 13th month pay and clothing allowance in the monthly payroll of their employees. For the 5-day incentive pay, the **CONTRACTOR** shall execute an affidavit attesting the payment for the given period together with duly signed payroll.

15. MAN-HOUR OFF-SETTING

- 15.1. In the exigency of the service, man-hour off-setting may be imposed by **NEA** to facilitate the performance of the job and services required to respond to urgent situations requiring immediate reaction.

16. RIGHT OF NEA TO VARY SERVICES REQUIREMENT

- 16.1. **NEA** shall have the right, as its interest may require, to vary its manpower requirement, to increase and/or decrease the number of personnel, including the right to increase/decrease or change materials and supplies requirements as the necessity for the same arises. **NEA** shall correspondingly comply within twenty-four (24) hours, upon receipt of a written notice to the effect from **NEA**. An increase in the number of manpower may involve and require extension of services. An increase in the number of personnel does not necessarily mean increase in the delivery of equipment, materials and supplies.

17. SUPERVISION AND INSPECTION

- 17.1. **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.
- 17.2. The **CONTRACTOR** shall allow **NEA's** duly appointed inspectors/auditors free access to records, documents and facilities for inspection and audit. It shall likewise provide any and all relevant information as may be required by **NEA**.
- 17.3. **NEA** shall have the authority and prerogative to impose disciplinary sanctions for any violation committed by the **CONTRACTOR's** employee, during his/her tour of duty or off duty, inside **NEA's** premises. Any such violation, which comes to the

attention of the **CONTRACTOR** first, shall be reported by the **CONTRACTOR** to **NEA** in writing for appropriate action of the latter.

- 17.4. Whenever **NEA** informs **CONTRACTOR** in writing that any contracted guard, including any **CONTRACTOR's** personnel, in its findings and/or opinion is undesirable, the **CONTRACTOR** shall, within twenty-four (24) hours from notice, relieve the employee and never again be assigned to **NEA's** premises, and if, for any reason which it deems necessary to protect its interest, **NEA** shall request in writing the revamp of the entire security force, **CONTRACTOR** shall effect the same without additional cost on the part of **NEA**.
- 17.5. **NEA** shall have the right to inspect the guards at any time to insure the proper security of the personnel, materials and equipment within its premises. Likewise, the Administrative/General Services Section Chief shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violation(s) committed by the **CONTRACTOR's** guards, as provided in the preceding Section 23.5 and Section 23.6 above. This right of inspection by **NEA** shall not relieve **CONTRACTOR** from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.
- 17.6. **NEA**, for the purpose of implementing the operational aspects of this Contract, shall officially deal only with the Licensee as indicated in the License to Operate of the Security Agency.

18. RIGHT OF NEA TO EXTEND THE CONTRACT

- 18.1. A contract of one (1) year shall be issued for the one (1) year requirement. The same service contract is subject for renewal by the approving authority of the original contract up to the bidden contract duration provided that the **CONTRACTOR** has maintained the following:
 - 18.1.1. Renewal is subject to the approval of the approving authority provided that **CONTRACTOR** has maintained the following:
 - 18.1.1.1. Two very satisfactory ratings/level of performance within the four (4) rating periods to be conducted quarterly by **NEA** as per criteria indicated in Section 13; and
 - 18.1.1.2. Updated record of remittance/payment of statutory deductions as required in this Contract (SSS, Philhealth and Pag-Ibig) prior to the commencement of the proposed renewal period.
 - 18.1.2. Quarterly assessment on the performance of the **CONTRACTOR** shall be conducted based on the performance criteria set in Section 13 of this Contract.
- 18.2. Circumstances beyond the control of **NEA**, the maximum bidden contract may still be extended on a monthly basis pursuant to GPPB existing rules and regulations but not to exceed one (1) year as should there be exigency of the service, or should there be a delay in the selection and award of a replacement contractor through a comprehensive bidding and selection process. However, **NEA** shall report to GPPB

in its writing of its intent to extend beyond six (6) months in accordance with GPPB Resolution No. 23-2007.

19. PERFORMANCE SECURITY

- 19.1. The **CONTRACTOR** shall file a performance security in the form of cash, cashier's check, letter of credit or surety bond acceptable to **NEA** in the amount and form stipulated in Section 39, Performance Security of the Revised IRR 9184 for a term or effective period co-terminus with the duration of this Contract, to guarantee the faithful and satisfactory compliance of all the **CONTRACTOR's** obligations under this Contract.
- 19.2. This security shall answer for any and all damages and losses that may be suffered by **NEA** as a result of the failure of the **CONTRACTOR** to perform any of its obligations under this Contract. This security shall be released by **NEA** at the expiration or termination of this Contract provided that there are no pending claims filed against the **CONTRACTOR** and/or the surety company.

20. RIGHT OF NEA TO TERMINATE THE CONTRACT

- 20.1. It is expressly understood herein that the relationship of the **CONTRACTOR** with **NEA** is based purely on trust and confidence of the latter to the former. **NEA** shall have the exclusive right to terminate the Contract in case of loss of said trust and confidence in **CONTRACTOR**, thirty (30) days from receipt of written notice to **CONTRACTOR**, on the following grounds:
 - 20.1.1. When **CONTRACTOR's** personnel willfully and intentionally cause irreparable damage to prestige or any vital interest of **NEA** or cause great destruction of **NEA** properties and equipment or cause great economic loss by personal participation or non-performance of his duties and responsibilities.
 - 20.1.2. When **CONTRACTOR** violates other obligations/requirement/provision under this Contract and refuses to comply and/or remedy the violation within reasonable period given by **NEA**.
 - 20.1.3. When **CONTRACTOR** fails to obtain two (2) very satisfactory ratings for the four (4) rating periods to be conducted quarterly by **NEA**. And/or when contractor obtain two consecutive unsatisfactory performances during the contract implementation. The same criteria shall apply for sanctioning/blacklisting of erring contractors. This shall be also ground to disqualify the said contractor from entering into another contract with **NEA**.
 - 20.1.4. When the **CONTRACTOR** fails to pay the correct salaries or to pay the salaries of any personnel/worker for two (2) consecutive billing periods without just cause.
 - 20.1.5. When the **CONTRACTOR** fails to pay the personnel on time without just cause within:
 - 20.1.5.1. Three (3) payroll periods within six (6) months; and

- 20.1.5.2. Five (5) payroll billing periods within one (1) year.
- 20.1.6. When **CONTRACTOR** fails to open and maintain the amount equivalent to one (1) month deposit as provided under this Contract or replenish the amount withdrawn from this deposit as provided for in this Contract.
- 20.1.7. When the **CONTRACTOR** fails to pay the statutory remittances as required in this Contract (SSS, Philhealth and Pag-Ibig) for a given quarter or equivalent to three consecutive months. The **CONTRACTOR** shall be required to explain in writing within forty-eight (48) hours upon receipt of notice for any clarification regarding the subject account. Delayed and/or non-submission of subject report and/or clarification letter will mean non-compliance or non-conformance with the Contract.
- 20.1.8. **NEA** shall have the right to immediately terminate this Contract if **CONTRACTOR** subcontracts this Contract to other contractor/s and/or if its employees use or disclose to any unauthorized person, firm or entity any confidential information concerning the business of **NEA** which may have been acquired by them, as provided for in Contract's "Warranty Clause".
- 20.1.9. When the **CONTRACTOR** defrauds or intends to defraud by misrepresentation, tampering of documents, intent or short change, mislead and alter factual information and requirements of this Contract.
- 20.1.10. When the **CONTRACTOR** becomes bankrupt or insolvent. Termination of the Contract shall authorize **NEA** to withhold claims, bonds, bank deposits anent this Contract, and forfeit the same without prejudice to filing a case against the **CONTRACTOR**.

21. SANCTION AND BLACKLISTING OF ERRING CONTRACTORS

- 21.1. **NEA** reserves the right to sanction or blacklist contractors who have violated or have records of any violations of the terms and conditions of any contract with **NEA** or any record of unsatisfactory performance measured within the context of this Contract as deemed significant by **NEA**'s representative. The sanction/blacklisting shall be enough ground to disqualify the said contractor from entering into another contract with **NEA**. **NEA** shall act as arbitrary/conciliatory from the complaints against the Contractors, its employees, recommends and/or impose appropriate disciplinary/preventive or legal actions.

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

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

Designation : _____

Company : _____

Date : _____

COMPUTED BID/PRICE PROPOSAL

Name of Contract _____
 Office/Installation/Location _____

Cost Estimate for the Procurement of Security Services

Particulars	Minimum Wage Security Guard	Minimum Wage Security Guard	Minimum Wage Security Supervisor	Minimum Wage Shift-in-Charge
Basic Daily Wage (DW)	610.00	610.00	610.00	610.00
	WORK SCHEDULE			
	7 days 12 hours work/day (6 AM - 6 PM) Security Guard	7 days 12 hours work/day (6 PM - 6 AM) Security Guard	7 days 12 hours work/day (6 AM - 6 PM) Security Officer	7 days 12 hours work/day (6 PM - 6 AM) Security Officer
No. of days/year	395.00	395.00	395.00	395.00
Average Pay per Month (DW x no. of days per yr/12)				
Night Differential Pay (Ave. Pay/mo x 10%)				
13th Month Pay (Ave. Pay/mo / 12)				
5 Days Incentive Pay (DW x 5/12)				
Uniform Allowance (R.A. 5487)				
Security Officer Allowance				
Overtime Pay				
Total Amount to Guard (P)	-	-	-	-
SSS Premium				
Philhealth Contribution ((Ave. Pay/mo x 550%)/2)				
State Insurance Fund				
Pag-Ibig Fund				
Total Amount Directly to Govt in Favor of Guard (P)	-	-	-	-
A. TOTAL AMOUNT TO GUARD & GOVT. (P)	-	-	-	-
B. AGENCY FEE (P)				
Administrative Overhead and Margin	-	-	-	-
C. VALUE ADDED TAX = (Agency fee x 12%)				
VAT-RMC-39-2007	-	-	-	-
D. TOTAL AMOUNT TO GUARD, GOVT. & AGENCY FEE (P)	-	-	-	-

NAME OF BIDDER

Name & Signature of Authorized Representative

Position Title

Date Signed

: _____
 : _____
 : _____
 : _____

COMPANY OR AGENCY SECURITY PLAN

1. The plan should include the security assessment which is an essential part in processing, developing and updating the security plan:
 - a. The company ensures that the security assessment is carried out by person(s) with appropriate skills to evaluate the security of a facility and its client requirement; and
 - b. The security assessment shall include an on-scene security survey and, at least, the following elements:
 - i. Identification of existing security measures, procedures and operations;
 - ii. Identification and evaluation of office/clients' key operations that is important to protect; and
 - iii. Identification of possible threats to the office/clients' operations and the likelihood of their occurrence, in order to establish and prioritize security measures.

2. The plan shall address, at least, the following:
 - a. Measures designed to prevent weapons, dangerous substances and devices intended for use against persons;
 - b. Identification of the restricted areas and measures for the prevention of unauthorized access to them;
 - c. Measures for the prevention of unauthorized access to the office/clients' facilities;
 - d. Procedures for responding to security threats or breaches of security;
 - e. Procedures for responding to any security instructions;
 - f. Procedures for evacuation in case of security threats;
 - g. Procedures for auditing the security activities;
 - h. Procedures for training, drills and exercises associated with the plan;
 - i. Procedures for the periodic review/updating of the plan;

- j. Procedures for reporting security incidents;
- k. Identification of the responsible security officer;
- l. Identification of the company security officer including 24-hour contact details; and
- m. Procedures to ensure the inspection and maintenance of security equipment.

COMPANY OR AGENCY RECRUITMENT AND HIRING PLAN

1. Organizational Structure
2. Duties and Responsibilities
3. Company Policy on Hiring
4. Procedures for Recruitment and Hiring
 - a. Publication;
 - b. Company Test and Assessment (include Interview); and
 - c. Evaluation and Criteria in Accepting New Employees.
5. Minimum Requirement for Security Personnel
6. Training Procedures (In-House)
 - a. Company briefing prior deployment;
 - b. Familiarization procedures including tour on the clients' facilities; and
 - c. Identification of training needs.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **and**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (d) Tax Clearance per EO No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (k) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (l) Original of duly signed and accomplished Financial Bid Form; **and**
- (m) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

FORMS

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 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.
3. 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]

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:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. 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]

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
 Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

