

Republic of the Philippines
NATIONAL ELECTRIFICATION ADMINISTRATION
57 NIA Road, Diliman, Quezon City

**PROCUREMENT OF
THREE (3) YEAR MULTI-
OBLIGATIONAL CONTRACT OF
SUPPLY OF LABOR, MATERIALS
AND EQUIPMENT FOR THE
SECURITY SERVICES
REQUIREMENT OF NEA**

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Section I. Invitation to Bid

INVITATION TO BID

PROCUREMENT OF THREE (3) YEAR-MULTI-OBLIGATIONAL CONTRACT OF SUPPLY OF LABOR, MATERIALS AND EQUIPMENT FOR THE SECURITY SERVICES REQUIREMENT OF NEA

1. The **National Electrification Administration** through the *2019 Corporate Operating Budget* approved by the NEA Board of Administrators intends to apply the sum of *Six Million Three Hundred Thousand Pesos (Php6,300,000.00) per year*, being the Approved Budget for the Contract (ABC) to payments under the contract for the *Three (3) Year-Multi- Obligational Contract of Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
 2. The National Electrification Administration now invites bids for the procurement for the *eleven (11) Male Security Guards, two (2) Lady Guards and two (2) Security Officers*. Bidders should have completed, within *five (5) years* prior 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) 9184, otherwise known as the “Government Procurement Reform Act”.
- 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 5183.
4. Interested bidders may obtain further information and inspect the Bidding Documents at *4th Floor c/o GSD, National Electrification Administration (NEA) Bldg., #57 NIA Road, Government Center, Diliman, Quezon City, Monday to Thursday, 9:00 A.M. to 6:00 P.M.*
 5. A complete set of Bidding Documents may be acquired by interested Bidders on *11 July 2019 at the address and time stated above*.
 6. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee of *Six Thousand*

Five Hundred Pesos (P6,500.00) for the Bidding Documents not later than the submission of their bids.

7. The National Electrification Administration will hold a Pre-Bid Conference on *July 22, 2019, 1:30 p.m. at the 2nd Floor, Cultural Affairs Room (C.A.R.), NEA, #57 NIA Road, Government Center, Diliman, Quezon City* which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat at the address below on or before *August 13, 2019 at 1:30 p.m.* All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on *August 13, 2019, 1:35 p.m. at the 2nd Floor, C.A.R., NEA, #57 NIA Road, Government Center, Diliman, Quezon City.* Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

9. The National Electrification Administration 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

ATTY. OSWALDO F. GABAT
BAC Secretariat Chairperson
National Electrification Administration
#57 NIA Road, Diliman, Quezon City
Tel. No. 929-1909 local 142

ATTY. XERXES D. ADZUARA
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.

- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the sforeign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement 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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (ii.8) date of delivery; and

- (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;

- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil

and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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 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, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as</p>	Five percent (5%)

authorized to issue such security.

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the

imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder

concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

- 28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18

shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

29.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for

reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;

- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the</i>	Five percent (5%)

<p><i>LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is National Electrification Administration</p> <p>The name of the Contract is <i>Procurement of Three (3) Year-Multi-Obligational Contract of Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA</i></p> <p>The identification number of the Contract is _____</p>
1.2	The lot(s) and reference is/are:
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the <i>2019 Corporate Operating Budget for the contract approved by the NEA Board of Administrators in the amount of Six Million Three Hundred Thousand Pesos (Php6,300,000.00) inclusive of VAT.</i></p> <p>The name of the Project is: <i>Procurement of Three (3) Year-Multi-Obligational Contract of Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA</i></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable
9.1	<p>The Procuring Entity will hold a Pre-Bid Conference for this Project on:</p> <p style="text-align: center;"><i>22 July 2019, 1:30 p.m. at the NEA Building,</i></p> <p style="text-align: center;"><i>2nd Floor, Cultural Affairs Room (CAR).</i></p>
10.1	The Procuring Entity's address is:

	NEA Building, #57 NIA Road, Government Center, Diliman, Quezon City
12.1	<i>Including Secretary's Certificate.</i>
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <i>five (5)</i> years prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is <i>Php6,300,000.00 inclusive of VAT.</i> Any bid with a financial component exceeding the ABC and the cost per copy shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	Not Applicable No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not Applicable
17.1	Bids will be valid within <i>120 days</i> from the date of bid opening.
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: 1. The amount of not less than <i>One Hundred Fifty Six Thousand Pesos (P126,000.00) (2% of ABC)</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <i>Three Hundred Ninety Thousand Pesos (P315,000.00), (5% of ABC)</i> , if bid security is in Surety Bond
18.2	The bid security shall be valid within <i>120 days</i> from the date of bid opening.
20.3	Each Bidder shall submit <i>one (1) original and two (2) copies of the first and second components of its bid.</i>
21	The address for submission of bids is:

	<p><i>Bids and Awards Committee</i></p> <p>National Electrification Administration</p> <p><i>C.A.R, 2nd Floor, NEA Bldg. #57 NIA Road, Government Center, Diliman, Quezon City</i></p> <p>The deadline for submission of bids is on <u>13 August 2019 @ 1:30 p.m.</u></p>
24.1	<p>The place of bid opening is</p> <p><i>C.A.R, 2nd Floor, NEA Bldg. #57 NIA Road, Government Center, Diliman, Quezon City</i></p> <p>The date and time of bid opening is on <u>13 August 2019 @ 1:35 p.m..</u></p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	No additional requirement.
32.4(f)	<i>Terms of Reference (TOR)</i>

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The “Funding Source” means the organization named in the SCC.
- (k) “The Project Site,” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;se

- (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity

may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>National Electrification Administration (NEA)</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is The Government of the Philippines (GOP) through the <i>2019 the Corporate Budget for the contract approved by the NEA Board of Administrators</i> in the amount of <i>Seven Million Eight Hundred Thousand Pesos (P7,800,000.00)</i> , inclusive of VAT.
1.1(k)	The Project Site is: National Electrification Administration, NEA Building, #57 NIA Road, Government Center, Diliman, Quezon City
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: <i>Atty. Oswaldo F. Gabat Bac Secretariat Chairperson NEA Bldg. #57 NIA Road, Government Center, Diliman, Quezon City</i> <i>Contact No. (02) 929-1909 local 121; Telefax (02) 926-1339</i> The Supplier's address for Notices is:
6.2	Delivery and Documents – 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: The delivery terms applicable to this Contract are delivered to <i>National Electrification Administration</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI Schedule of Requirements. The details of shipping and/or other documents to be furnished by the

	<p>Supplier are as follows:</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (iv) Original and four copies of the certificate of origin (for imported Goods); (v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (vii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site. (viii) Other required documents specified in the Terms of Reference (TOR) <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ms. Estrellita Volante</i>.</p>
10.4	Not applicable
10.5	Payment using LC is not allowed.
11.3	<p>The terms of payment shall be:</p> <p><i>As specified in the Terms of Reference (TOR)</i></p>
13.4(c)	No further instructions.
16.1	<p>The inspection and tests that will be conducted are:</p> <p><i>As specified in the Terms of Reference (TOR)</i></p>
17.3	Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.
17.4	<p>The period for correction of defects in the warranty period is:</p> <p><i>As specified in the Terms of Reference (TOR)</i></p>
21.1	No additional provision.

Section VI. Schedule of Requirements

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
	A. 6:00 AM-6:00 PM Security Guard	8	8	
	B. 6:00 AM-6:00 PM Supervisor	1	1	
	C. 6:00 PM-6:00 AM Security Guard	5	5	
	D. 6:00 PM-6:00 AM Supervisor	1	1	
	Total Personnel Requirement		15	

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

Designation: _____

Company: _____

Date: _____

Section VII. Technical Specifications

Bidder's Letterhead
DETAILS OF TECHNICAL SPECIFICATIONS

CERTIFICATE OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

I, (name of bidder's authorized representative), of legal age, married, Filipino with postal address at (bidders address) after having been duly sworn in accordance with law, depose and say:

1. THAT, I am the (Position of the Authorized Representative & company name), with postal and address mentioned above.

2. THAT, in preparation of bidding documents to be submitted to the Bids and Awards Committee, National Electrification Administration, I shall include in the undertaking the commitment to abide to all the provisions and requirements of the Technical Specification and Terms of Reference (TOR)

THAT I am executing this Certification to manifest the truthfulness of the above mentioned facts.

Authorized Representative

NOTARY PUBLIC

Technical Specifications
Procurement of Three (3) Year- Multi-obligational Contract of Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA

1. ADDITIONAL SET OF TECHNICAL PARAMETERS BASED ON GPPB CIRCULAR NO. 24-2007

1.1. The additional set of technical parameters shall be checked by **NEA** using a non-discretionary “pass/fail” criteria. Details of which are as follows:

SPECIFICATION	STATEMENT OF COMPLIANCE
1. Stability	
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.	
b. Liquidity of the Contractor – Submit Audited Financial Statement for CY 2017 and 2018 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 2017 and 2018 Audited Financial Statements.	
c. Organizational Set-Up – Submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders.	
2. Resources	
a. Number of licensed firearms – Submit an undertaking on the ownership of the firearms.	
b. Number and kind of communication devices – Submit an undertaking on the ownership of the devices.	
c. Number and kind of metal detector, handcuff and medical kit – Submit an undertaking on the ownership of the devices.	
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 2017 & 2018.	
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.	
3. Security Plan	
a. Scope of work should be both exterior and interior parts of the NEA premises – Submit proposed security plan for NEA. (<i>Annex A</i>)	
4. Other Factors	
a. Recruitment/Selection Criteria & Training Program – Submit company policy on recruitment/selection criteria of its security personnel. (<i>Annex B</i>)	
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.

Name of Company

Signature over Printed Name
of the authorized representative

Date

OTHER MATTERS:

2. SCOPE OF WORKS

- 2.1. The **CONTRACTOR** shall provide and make available the necessary number of qualified, acceptable, licensed, bonded, armed and uniformed security guards on a 24-hour daily coverage for **NEA's** office(s), to ensure the security and safety of the **NEA** premises, including its properties deposited and stored therein, as well as the persons and properties of the employees, against losses and damage due to and/or caused by theft, pilferage, robbery and other unlawful acts of strangers and/or third parties.
- 2.2. The **CONTRACTOR** shall provide the appropriate number of 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) hour-duty within a 24-hour period except in cases of extreme necessity and only upon prior written permission of **NEA's** authorized representative.

- 2.3. 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.
- 2.4. 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.
- 2.5. The **CONTRACTOR** shall provide the following services:
 - 2.5.1. Provide one (1) Security Coordinator to handle Security concerns and coordinate with the **NEA's** Management.
 - 2.5.2. Conduct quarterly security survey of the area being guarded.
 - 2.5.3. Round the clock security survey of the area being guarded.
 - 2.5.4. Conduct seminar at least twice a year to continually revive responsibility among them and develop and upgrade the skills and knowledge of the security personnel assigned at **NEA**.
 - 2.5.5. Conduct monthly meetings of guards to institute their alertness and discipline to maintain the desired maximum efficiency in the performance of their assigned tasks.
 - 2.5.6. Conduct seminar on Security and Safety Awareness for employees of the **NEA** and other related subjects relevant to maintaining peace and order in the premises.
 - 2.5.7. Provide highly trained security personnel as Special Emergency Response Team or back-up during special occasion like anniversary celebration, Christmas Party, and during visits of government dignitaries, etc.
 - 2.5.8. Provide assistance in the formulation of Loss Prevention Program of the **NEA**, which includes measures in prevention of "Salisi" operations.

3. MANPOWER REQUIREMENTS

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

- 3.1. Regular Working Days (Day Duty)

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

3.2. Regular Working Days (Night Duty)

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

3.3. Non-Working Holidays, Saturdays and Sundays

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

4. SECURITY PERSONNEL PROVISIONS/CONDITIONS

- 4.1. The number of personnel as set 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.
- 4.2. 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.
- 4.3. The **CONTRACTOR's** security personnel shall be evaluated, interviewed if necessary and confirm by the **NEA's** authorized representative prior to hiring and deployment subject to acceptance and confirmation by the **NEA's** authorized representative. They have to submit/present their resume/bio-

data, medical/health clearance, drug test certificate, police and NBI clearance, good moral character.

- 4.4. The **CONTRACTOR** shall not employ unfit personnel to perform the regular work herein contracted. The **CONTRACTOR** shall assign to **NEA** well-trained, experienced, licensed, uniformed and armed guards who meet the following qualifications:
 - 4.4.1. For Supervisor/Shift-in-Charge, must have at least thirty-six (36) units in college or at least five (5) years of experience in supervisory security work. For the Regular Guards, at least High School graduate with at least two (2) years' experience in security work;
 - 4.4.2. The height is at least 5'0" for female and 5'4" for male and the age is at least 21 years old;
 - 4.4.3. Physically and mentally fit to work as attested by a physical and psychological examination result. This certification shall be required annually;
 - 4.4.4. Not related to any **NEA** personnel within the 4th degree of consanguinity or affinity;
 - 4.4.5. 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;
 - 4.4.6. 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;
 - 4.4.7. Possess the Restricted Radiotelephone Operator's Certificate (Land Mobile) issued by the National Telecommunications Commission; and
 - 4.4.8. 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 or the Private Security Agency Law, as amended, unless otherwise prescribed.
 - 4.4.9. In addition to the foregoing, the **CONTRACTOR** shall submit summary profile of security supervisor(s), officers and guards, which must be attested by the **CONTRACTOR's** authorized signatory.
 - 4.4.10. Any misrepresentation by the **CONTRACTOR** with respect to such clearances, certifications, and qualifications should be sufficient ground for the cancellation/termination of the Contract.

- 4.5. **NEA** shall have the right and prerogative to select or reject **CONTRACTOR's** security personnel to be deployed if they do not meet qualification standard required and manning specification and/or fails to submit necessary clearances and documents for employment as set above in Section 8.3. For security reasons and continuity of the day to day operations, **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.
- 4.6. 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.
- 4.7. 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 be properly filled 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's** billing.
- 4.8. **CONTRACTOR's** security personnel shall be in complete uniform and proper identification card at all times. This item shall be provided by the **CONTRACTOR** to all assigned personnel and at no cost to **NEA**.
- 4.9. **CONTRACTOR's** security personnel shall not be terminated, replaced, transferred and/or relieved whether requested or initiated by the end-user or by the **CONTRACTOR** without observing due process of law and compliance with all the requirements of the Labor Code, as amended, and with proper notification, and concurrence by the **NEA's** authorized representative. Alternate/reliever shall not be allowed to assume duties of the regular personnel unless there is a 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** standards, found to commit actions prejudicial to the interest/image of the **NEA** or personnel has neglected his/her duties that is detrimental to the safety and security of life and property of **NEA**.

5. LABOR COST COMPUTATION

- 5.1. 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

$$\text{Estimated Equivalent Monthly Rate (EEMR)} = (\text{ADR} \times 393.8 \text{ days}) / 12$$

$$\frac{\text{Applicable daily wage rate (ADWR)} \times \text{total equivalent number of days per year}}{12}$$

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%
5.20 days	=	4 Special days x 130%
<u>393.80 days</u>		<u>Total equivalent no. days/year</u>

Monthly Breakdown of Labor (in Peso Value)

5.1.1. Basic Salary (RA 6727)	=	Daily Rate x total equivalent no. of days
5.1.2. 13 th Month Pay	=	Basic Salary / 12
5.1.3. Employee's Contribution	=	SSS, Philhealth, Pag-ibig, ECC Table of contribution payment schedules. Based on Basic Salary Bracket
5.1.4. Incentive Leave (5 days)	=	(Daily Rate / day x 5) / 12
5.1.5. Uniform Allowance	=	Php 100.00
5.1.6. 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.
5.1.7. Night Shift Differential ten day	=	Additional compensation of 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 the night shift work is performed.

6. WORKING PERIOD

6.1. The **CONTRACTOR's** security personnel shall be required to work every day, twelve (12) hours daily, with four (4) hours overtime compensation, regardless of position or nature of work, 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.

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

6.1.1.1. Regular Holidays

6.1.1.1.1.	New Year's Day	-	January 1
6.1.1.1.2.	Maundy Thursday	-	Movable Date
6.1.1.1.3.	Good Friday	-	Movable Date
6.1.1.1.4.	Araw ng Kagitingan	-	April 9
6.1.1.1.5.	Labor Day	-	May 1
6.1.1.1.6.	Independence Day	-	June 12
6.1.1.1.7.	National Heroes Day	-	Last Monday of August
6.1.1.1.8.	Eid'l Fitr	-	Movable Date
6.1.1.1.9.	Eid'l Adha	-	Movable Date
6.1.1.1.10.	Bonifacio Day	-	November 30
6.1.1.1.11.	Christmas Day	-	December 25
6.1.1.1.12.	Rizal Day	-	December 30

6.1.1.2. Special Holidays

6.1.1.2.1.	Ninoy Aquino Day	-	August 21
6.1.1.2.2.	All Saints Day	-	November 1
6.1.1.2.3.	Feast of Immaculate Conception of Mary	-	December 8

7. SALARIES AND WAGES

- 7.1. 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)
- 7.2. Premium Pay – Additional pay shall be observed during these special holidays. Meaning, if the employee did not report for work on this special holiday, he/she shall still be entitled to receive his daily basic pay. If he reports for work, he is entitled to additional thirty percent (30%) premium, apart from his daily wage.
- 7.3. 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.
- 7.4. 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**.
- 7.5. 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 will not be paid the required holiday pay if they do not work on such regular holiday.
- 7.6. **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.
- 7.7. Where the day immediately preceding the holiday is a non-working 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 non-working day or rest day.
- 7.8. 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.

- 7.9. 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** and duly approved by the **CONTRACTOR's** authorized representative.
- 7.10. 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.
- 7.11. The **CONTRACTOR** shall pay all salaries and wages to his/her regular and/or alternate personnel, for the period 1st to 15th of the month on the 20th of the current month and 16th to 30th shall be on the 5th of the succeeding month. The salaries and wages due to all alternate personnel shall be based on the **NEA-CONTRACTOR's** Contract.
- 7.12. If salary is made thru cash payroll, payment shall always be made at **NEA's** premises where work is conducted.
- 7.13. For salary remittance 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.
- 7.14. The net payment of every assigned personnel shall be indicated in the pay slip wherein the following data are clearly indicated:
- 7.14.1. Company Name and Business Address;
 - 7.14.2. Name of Regular and/or Alternate Personnel and Designation;
 - 7.14.3. Payroll Period;
 - 7.14.4. Gross Pay including 13th month pay, pro-rata;
 - 7.14.5. Itemized Deduction based on **NEA/CONTRACTOR's** Contract; and
 - 7.14.6. Net Pay.
- 7.15. 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.

8. SUPPORT EQUIPMENT, MATERIALS AND SUPPLIES REQUIREMENTS

8.1. 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	5 pairs
4. Complete First Aid Kits	9 sets
5. Digital Bundy Clock with Time Cards	1 unit

- 8.2. 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**.
- 8.3. 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**.
- 8.4. 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.

9. CONTRACTOR PERFORMANCE CRITERIA

- 9.1. 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	8%

to other obligations per contract	
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%

10. RESPONSIBILITIES OF THE CONTRACTOR

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.

- 10.6. 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 its operations under the Contract, to continuously improve its 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.
- 10.7. 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.
- 10.8. 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 within 24 hours of any observed deficiencies in the work.
- 10.9. 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. Deliberate and unreasonable failure of the **CONTRACTOR** to remedy or correct reported deficiency shall constitute sufficient ground for the rescission/termination of the contract.
- 10.10. 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.
- 10.11. 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.
- 10.12. The **CONTRACTOR** shall be responsible for the safety and health/life of its employees and shall do all means to protect or prevent causes that would be detrimental to its employees and the public. It shall provide the necessary safety and sanitation gadget and paraphernalia.

- 10.13. 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 his/her performance of the work/task.
- 10.14. 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.
- 10.15. 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**.
- 10.16. 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**.
- 10.17. **NEA**, upon written notice to the **CONTRACTOR**, shall not accept continued services of undesirable and/or inefficient worker.
- 10.18. 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 Contract.
- 10.19. 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.

11. PENALTIES FOR OFFENSES OR VIOLATION OF RULES

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

CONTRACTOR VIOLATIONS	PENALTY
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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 Php150.00 per firearm without license per day.
d. CONTRACTOR issued a defective firearm to a posted guard.	Deduction from the billing of Php150.00 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 Php100.00 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 Php100.00 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 Php75.00 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 Php75.00 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 Php50.00 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 Php10.00 per unavailable ammo per day.

- 11.2. **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.

12. DAMAGES TO PROPERTY OF NEA

- 12.1. 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**.
- 12.2. Repairs and/or replacement shall be borne by the **CONTRACTOR** and must be acted upon within seventy-two (72) hours from receiving the information about such damage and/or loss.
- 12.3. 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.

13. CREDIT LINE

- 13.1. The **CONTRACTOR**, when awarded, 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 so as to assure payment of salary by the **CONTRACTOR** of its employees on time, and to be replenished upon collection from **NEA**.
- 13.2. **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.

14. TERMS OF PAYMENT

- 14.1. 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 pro-rated based on the contracted rate. The payment shall be paid upon submission to and acceptance by **NEA** of the complete documents.
- 14.2. The **NEA** shall prepare check payment for each billing statement 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.
- 14.3. 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:
 - 14.3.1. First Claim
 - 14.3.1.1. Certified True Copy of Contract;
 - 14.3.1.2. Original Copy of Invoice or Statement of Account (Service Invoice);
 - 14.3.1.3. Original Copy of Time Card;
 - 14.3.1.4. Signed Payroll with notation by **NEA's** authorized representative;
 - 14.3.1.5. Certified True Copy of Notice to Proceed;
 - 14.3.1.6. 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);
 - 14.3.1.7. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA's** authorized representative;
 - 14.3.1.8. Attendance Sheet;

- 14.3.1.9. Original Copy of Credit Line Certification, dated during current billing period; and
- 14.3.1.10. **CONTRACTOR's** Affidavit of Payment of Salaries duly notarized (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).

14.3.2. Succeeding Claims

- 14.3.2.1. Original Copy of Invoice or Statement of Account (Service Invoice);
- 14.3.2.2. Original Copy of Time Card;
- 14.3.2.3. Signed Payroll with notation of **NEA's** authorized representative;
- 14.3.2.4. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA's** authorized representative (first half of the month);
- 14.3.2.5. 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);
- 14.3.2.6. Attendance Sheet;
- 14.3.2.7. Original Copy of Credit Line Certification; and
- 14.3.2.8. **CONTRACTOR's** Affidavit of Payment of Salaries (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).

14.3.3. Last Claim

- 14.3.3.1. Original Copy of Invoice or Statement of Account (Service Invoice);
- 14.3.3.2. Original Copy of Time Card;
- 14.3.3.3. Signed Payroll with notation of **NEA's** authorized representative;
- 14.3.3.4. Delivery Receipt of Materials and Supplies noted by **NEA's** authorized representative (first half of the month);
- 14.3.3.5. 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);

- 14.3.3.6. Attendance Sheet;
- 14.3.3.7. Copy of Credit Line Certification;
- 14.3.3.8. **CONTRACTOR's** Affidavit of Quit Claim duly notarized; and
- 14.3.3.9. Notice of Termination.

14.3.4. Submission of Billing

- 14.3.4.1. 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 month 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.

15. **SSS, PHILHEALTH AND PAG-IBIG REMITTANCES**

- 15.1. 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 the monthly billing. Philhealth and Pag-ibig remittances can be made to any of their respective branch offices once in a month.

16. **13TH MONTH PAY/FIVE (5) DAYS INCENTIVE PAY & UNIFORM ALLOWANCE**

- 16.1. **CONTRACTOR** shall include in pro-rata payment of 13th month pay and clothing allowance in the monthly payroll of its 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.

17. **MAN-HOUR OFF-SETTING**

- 17.1. 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.

18. **RIGHT OF NEA TO VARY SERVICES REQUIREMENT**

- 18.1. **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. The **CONTRACTOR** shall correspondingly comply within twenty-four (24) hours from 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.

19. SUPERVISION AND INSPECTION

- 19.1. The works contained under the Contract shall be under the general direction/supervision of **NEA's** authorized representative/s who shall see to it that the Contract's terms and conditions as well as the specifications are fully complied with/adhered to.
- 19.2. **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.
- 19.3. 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**.
- 19.4. **NEA** shall conduct inspection in ranks/formation of guards, firearms, and other equipage as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter.
- 19.5. **NEA** shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.
- 19.6. **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.
- 19.7. 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**.
- 19.8. **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.

- 19.9. **CONTRACTOR**'s security guards and personnel shall be under the control of the **CONTRACTOR** with respect to deployment, work shifts, and execution of security plans which is subject to supervision and audit of **NEA**.
- 19.10. **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.

20. RIGHT OF NEA TO EXTEND THE CONTRACT

- 20.1. An initial contract of one (1) year shall be issued for the three (3)-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:
 - 20.1.1. Renewal is subject to the approval of the approving authority provided that **CONTRACTOR** has maintained the following:
 - 20.1.1.1. 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
 - 20.1.1.2. 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.
 - 20.1.2. Quarterly assessment on the performance of the **CONTRACTOR** shall be conducted based on the performance criteria set in Section 13 of this Contract.
- 20.2. 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 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.

21. PERFORMANCE SECURITY

- 21.1. 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.

- 21.2. 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.

22. RIGHTS OF NEA TO TERMINATE THE CONTRACT

- 22.1. 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:

22.1.1. 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.

22.1.2. 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**.

22.1.3. 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**.

22.1.4. 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.

22.1.5. When the **CONTRACTOR** fails to pay the personnel on time without just cause within:

22.1.5.1. Three (3) payroll periods within six (6) months; and

22.1.5.2. Five (5) payroll billing periods within one (1) year.

22.1.6. 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.

22.1.7. 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.

22.1.8. **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".

22.1.9. 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.

22.1.10. 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**.

23. SELECTION/REPLACEMENT OF TERMINATED/UNEXPIRED PORTION OF THE CONTRACT

23.1. Should **NEA** pre-terminate the services of the erring **CONTRACTOR**, **NEA** may take over the administration of the work covered by its unexpired duration of the contract including its manpower or may assign, transfer, or offer the contract to the next lowest winning bidder as set forth in by the law (R.A. 9184).

24. SANCTION AND BLACKLISTING OF ERRING CONTRACTORS

24.1. **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: _____

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.

ANNEX B

Company or Agency Recruitment and Hiring Plan
Procurement of Three (3) Year Multi-Obligational Contract
for the Supply of Labor, Materials and Equipment for the
Security Services Requirement of NEA

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. Bidding Forms

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Bid Form

Date: _____
Invitation to Bid¹ N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:²

Name and address of agent	Amount and Currency	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.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid Number __. 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 Insurance 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)

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____ between National Electrification Administration of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications/Terms of Reference;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security;
 - (g) the Entity’s Notice of Award; and
 - (h) the Terms of Reference.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

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;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: National Electrification Administration
57 NIA Road, Diliman, Quezon City
Three (3) Year-Multi-Obligational Contract of Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

To: National Electrification Administration
57 NIA Road, Diliman, Quezon City

I/We³, 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 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 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;

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Price Schedule Form
Procurement of Three (3) Year Multi-Obligational Contract
for the Supply of Labor, Materials and Equipment for the
Security Services Requirement of NEA

COMPUTED BID/PRICE PROPOSAL

Name of Contract _____
Office/Installation/Location _____

Particulars	Minimum Wage Security Guard	Minimum Wage Security Guard	Minimum Wage Security Supervisor	Minimum Wage Shift-in-Charge
Basic Daily Wage (DW)	537.00	537.00	537.00	537.00
	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	393.80	393.80	393.80	393.80
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 2.75%)/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)	-	-	-	-
No. of Security Guards	8	5	1	1
MINIMUM CONTRACT RATE - MONTHLY (P)	-	-	-	-
NO. OF MONTHS	12	12	12	12
BID AMOUNT (P)	-	-	-	-

NAME OF BIDDER : _____
Name & Signature of Authorized Representative : _____
Position Title : _____
Date Signed : _____

Statement of all Ongoing Government & Private contracts including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount		End user's acceptance or official receipt(s) or sales invoice issued for the contract
						Contract	Value of Outstanding Contract	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award , Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Bidder's Single Largest Completed Contract (SLCC)

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount of completed contracts, adjusted by the Bidder	End user's acceptance or official receipt(s) or sales invoice issued for the contract
<u>Government</u>							
<u>Private</u>							
						Total Cost	

Note: This statement shall be supported with:
 1 Notice of Award, Contract, NTP, and other docs, if necessary

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

