

TERMS OF REFERENCE

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

1. BACKGROUND

- 1.1. The **NATIONAL ELECTRIFICATION ADMINISTRATION (NEA)**, a government-owned and controlled corporation (GOCC) attached to the Department of Energy is tasked to the full implementation of the Rural Electrification Program (REP) of the Philippine government and reinforcement of the technical capability and financial viability of the 121 rural electric cooperatives (ECs).
- 1.2. The current efforts to rationalize and streamline functions and operations in the government corporate sector pursuant to Executive Order No. 366 have shifted focus towards the current trend of outsourcing of manpower requirements from reputable private manpower agencies to provide general support services needed in the implementation of priority government projects
- 1.3. In compliance with Republic Act No. 9184 known as "Government Procurement Reform Act", **NEA** will be conducting a Competitive Public Bidding for the **Procurement of Three (3) Year Supply of Labor, Materials, and Equipment for the Security Services Requirement of NEA**.

2. RATIONALE

- 2.1. This **CONTRACT** is intended to cover or furnish licensed and uniformed security guards with communication equipment, firearms and ammunitions to secure offices and other physical assets of **NEA** and its personnel.
- 2.2. This **CONTRACT** includes the provision of equipage/communication and special protective devices and equipment, as well as the provision of security, investigative, and supervisory personnel. The **CONTRACTOR** shall be responsible to **NEA** for the implementation and the results of the specified scope of work. It shall also ensure that the means, methods, and details of its performance and the implementation of the same shall be carried-out according to the specifications, standards, and requirements and shall not cause damage to any of **NEA** employees, properties and third parties.
- 2.3. With security personnel requirements sourced from private security service providers/contractors, the **NEA** will be free from labor and service liabilities which shall be borne by the contracted private security provider.

3. OBJECTIVES

- 3.1. To immediately address the urgent need for security support services for the building, offices and other physical assets of **NEA** and its personnel.
- 3.2. To open up employment opportunities to the community and be an active part of the country's campaign to minimize unemployment.

4. APPROVED BUDGET FOR THE CONTRACT

- 4.1. The Approved Budget for the Contract (ABC) is **SIX MILLION THREE HUNDRED THOUSAND PESOS (Php6,300,000.00)**, inclusive of all applicable taxes and will be sourced from the Corporate Operating Budget.

5. REQUIREMENT DURATION

- 5.1. The contract shall be for a period of three (3) years, subject to extension based on the satisfactory performance of the **CONTRACTOR** on the criteria prescribed in Section 13.
- 5.2. The contract shall take effect on the actual date of posting as certified by the Manager of General Services Division or his/her designee or otherwise cancelled and/or terminated by **NEA** upon serving thirty (30) days advance written notice to the **CONTRACTOR** of its intention to terminate the Contract; provided that the **CONTRACTOR** may terminate the Contract only upon reasonable grounds and with prior written approval of, and upon serving thirty (30) days advance written notice to **NEA**; provided further, that in the event the License to Operate of **CONTRACTOR** is cancelled/revoked by the Philippine National Police (PNP), then the Contract shall automatically cease to operate without need of serving the aforesaid thirty (30) day- advance written.

6. SCOPE OF WORKS

- 6.1. 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.
- 6.2. 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.

- 6.3. 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.
- 6.4. 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.
- 6.5. The **CONTRACTOR** shall provide the following services:
- 6.5.1. Provide one (1) Security Coordinator to handle Security concerns and coordinate with the **NEA's** Management.
 - 6.5.2. Conduct quarterly security survey of the area being guarded.
 - 6.5.3. Round the clock security survey of the area being guarded.
 - 6.5.4. 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**.
 - 6.5.5. Conduct monthly meetings of guards to institute their alertness and discipline to maintain the desired maximum efficiency in the performance of their assigned tasks.
 - 6.5.6. 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.
 - 6.5.7. 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.
 - 6.5.8. Provide assistance in the formulation of Loss Prevention Program of the **NEA**, which includes measures in prevention of "Salisi" operations.

7. MANPOWER REQUIREMENTS

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

7.1. 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		

7.2. 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		

7.3. Non-Working Holidays, Saturdays and Sundays

Post/Assignment	No. of Guards	Tour of Duty	No. of Hours
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		

8. SECURITY PERSONNEL PROVISIONS/CONDITIONS

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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:
 - 8.4.1. 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;
 - 8.4.2. The height is at least 5'0" for female and 5'4" for male and the age is at least 21 years old;
 - 8.4.3. Physically and mentally fit to work as attested by a physical and psychological examination result. This certification shall be required annually;
 - 8.4.4. Not related to any **NEA** personnel within the 4th degree of consanguinity or affinity;
 - 8.4.5. 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;

- 8.4.6. 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;
- 8.4.7. Possess the Restricted Radiotelephone Operator's Certificate (Land Mobile) issued by the National Telecommunications Commission; and
- 8.4.8. 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.
- 8.4.9. 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.
- 8.4.10. Any misrepresentation by the **CONTRACTOR** with respect to such clearances, certifications, and qualifications should be sufficient ground for the cancellation/termination of the Contract.
- 8.5. **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.
- 8.6. 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.
- 8.7. 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.
- 8.8. **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**.

- 8.9. **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**.

9. LABOR COST COMPUTATION

- 9.1. 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%
393.80 days		Total equivalent no. days/year

Monthly Breakdown of Labor (in Peso Value)

- 9.1.1. Basic Salary (RA 6727) = Daily Rate x total equivalent no. of days
- 9.1.2. 13th Month Pay = Basic Salary / 12
- 9.1.3. Employee's Contribution = SSS, Philhealth, Pag-ibig, ECC Table of contribution payment schedules. Based on Basic Salary Bracket

9.1.4. Incentive Leave (5 days)	=	(Daily Rate / day x 5) / 12
9.1.5. Uniform Allowance	=	Php 100.00
9.1.6. 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.
9.1.7. Night Shift Differential	=	Additional compensation of ten percent (10%) of an employee's regular wage for each hour of work performed between 10 p.m. and 6 a.m. The minimum night shift pay rates vary according to the day the night shift work is performed.

10. WORKING PERIOD

- 10.1. 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.

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

10.1.1.1. Regular Holidays

10.1.1.1.1. New Year's Day	-	January 1
10.1.1.1.2. Maundy Thursday	-	Movable Date
10.1.1.1.3. Good Friday	-	Movable Date
10.1.1.1.4. Araw ng Kagitingan	-	April 9
10.1.1.1.5. Labor Day	-	May 1
10.1.1.1.6. Independence Day	-	June 12
10.1.1.1.7. National Heroes Day	-	Last Monday of August

10.1.1.1.8.	Eid'l Fitr	-	Movable Date
10.1.1.1.9.	Eid'l Adha	-	Movable Date
10.1.1.1.10.	Bonifacio Day	-	November 30
10.1.1.1.11.	Christmas Day	-	December 25
10.1.1.1.12.	Rizal Day	-	December 30
10.1.1.2.	Special Holidays		
10.1.1.2.1.	Ninoy Aquino Day	-	August 21
10.1.1.2.2.	All Saints Day	-	November 1
10.1.1.2.3.	Feast of Immaculate Conception of Mary	-	December 8
10.1.1.2.4.	Last Day of the Year	-	December 31

11. SALARIES AND WAGES

- 11.1. 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)
- 11.2. 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.
- 11.3. 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.
- 11.4. 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**.
- 11.5. 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.

- 11.6. **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.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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.
- 11.10. 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.
- 11.11. 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.
- 11.12. If salary is made thru cash payroll, payment shall always be made at **NEA's** premises where work is conducted.
- * 11.13. 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.

11.14. The net payment of every assigned personnel shall be indicated in the pay slip wherein the following data are clearly indicated:

11.14.1. Company Name and Business Address;

11.14.2. Name of Regular and/or Alternate Personnel and Designation;

11.14.3. Payroll Period;

11.14.4. Gross Pay including 13th month pay, pro-rata;

11.14.5. Itemized Deduction based on NEA/CONTRACTOR's Contract; and

11.14.6. Net Pay.

11.15. 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.

12. SUPPORT EQUIPMENT, MATERIALS AND SUPPLIES REQUIREMENTS

12.1. 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

- 12.2. 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**.
- 12.3. 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**.
- 12.4. 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.

13. CONTRACTOR PERFORMANCE CRITERIA

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

1. Quality of Service Delivered	(40%)
a. Implementation of a control system in the workplace and security jurisdiction for the safety and security to life and property	20%
b. Responsiveness to clients' needs and to complaints and/or incident reports	10%
c. Availability of firearms and communication devices	5%
d. Courtesy and decorum	5%
2. Management and Suitability of Personnel	(25%)
a. Supervision and accountability	8%
b. Qualification of assigned guards and training of physical fitness	7%
c. Physical Appearance (uniforms and other paraphernalia)	5%
d. Change and/or replacement of assigned guards	5%
3. Contract Administration and Management	(25%)
a. Assignment of guards at designated area(s)	10%
b. Implementation of NEA rules and regulations and compliance to other obligations per contract	8%
c. Compliance to labor laws and social insurance regulations	7%
4. Time Management	(5%)
a. Tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%
5. Provision of Regular Progress Reports	(5%)
a. Exception/Incident Report	2%
b. Monthly Deployment Report	2%
c. Other Reports that may be required by the Human Resources and Administration Department (HRAD)	1%

14. RESPONSIBILITIES OF THE CONTRACTOR

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.

- 14.5. 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.
- 14.9. 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.
- 14.10. 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.
- 14.11. 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.

- 14.12. 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.
- 14.13. 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.
- 14.14. 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.
- 14.15. 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**.
- 14.16. 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**.
- 14.17. **NEA**, upon written notice to the **CONTRACTOR**, shall not accept continued services of undesirable and/or inefficient worker.
- 14.18. 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.
- 14.19. 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.

15. PENALTIES FOR OFFENSES OR VIOLATION OF RULES

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

CONTRACTOR VIOLATIONS	PENALTY
a. CONTRACTOR failed to pay salary of guards on time.	Deduction from the billing of Php1,000.00 per day.
b. CONTRACTOR failed to issue firearm to posted guard.	Deduction from the billing of Php200.00 per post per day.
c. CONTRACTOR issued a firearm without license.	Deduction from the billing of 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.

- 15.2. **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	Deduction from the billing of Php50.00 per incident.

Radiotelephone Operator's Certificate (Land Mobile) issued by the National Telecommunications Commission (NTC).	
--	--

16. DAMAGES TO PROPERTY OF NEA

- 16.1. 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**.
- 16.2. 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.
- 16.3. 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.

17. CREDIT LINE

- 17.1. 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**.
- 17.2. **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.

18. TERMS OF PAYMENT

- 18.1. 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.

18.2. 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.

18.3. 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:

18.3.1. First Claim

18.3.1.1. Certified True Copy of Contract;

18.3.1.2. Original Copy of Invoice or Statement of Account (Service Invoice);

18.3.1.3. Original Copy of Time Card;

18.3.1.4. Signed Payroll with notation by **NEA's** authorized representative;

18.3.1.5. Certified True Copy of Notice to Proceed;

18.3.1.6. 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);

18.3.1.7. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA's** authorized representative;

18.3.1.8. Attendance Sheet;

18.3.1.9. Original Copy of Credit Line Certification, dated during current billing period; and

18.3.1.10. **CONTRACTOR's** Affidavit of Payment of Salaries duly notarized (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).

18.3.2. Succeeding Claims

18.3.2.1. Original Copy of Invoice or Statement of Account (Service Invoice);

18.3.2.2. Original Copy of Time Card;

18.3.2.3. Signed Payroll with notation of **NEA's** authorized representative;

- 18.3.2.4. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA's** authorized representative (first half of the month);
- 18.3.2.5. 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);
- 18.3.2.6. Attendance Sheet;
- 18.3.2.7. Original Copy of Credit Line Certification; and
- 18.3.2.8. **CONTRACTOR's** Affidavit of Payment of Salaries (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).

18.3.3. Last Claim

- 18.3.3.1. Original Copy of Invoice or Statement of Account (Service invoice);
- 18.3.3.2. Original Copy of Time Card;
- 18.3.3.3. Signed Payroll with notation of **NEA's** authorized representative;
- 18.3.3.4. Delivery Receipt of Materials and Supplies noted by **NEA's** authorized representative (first half of the month);
- 18.3.3.5. 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);
- 18.3.3.6. Attendance Sheet;
- 18.3.3.7. Copy of Credit Line Certification;
- 18.3.3.8. **CONTRACTOR's** Affidavit of Quit Claim duly notarized; and
- 18.3.3.9. Notice of Termination.

18.3.4. Submission of Billing

- 18.3.4.1. 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.

19. SSS, PHILHEALTH AND PAG-IBIG REMITTANCES

- 19.1. 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.

20. 13TH MONTH PAY/FIVE (5) DAYS INCENTIVE PAY & UNIFORM ALLOWANCE

- 20.1. **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.

21. MAN-HOUR OFF-SETTING

- 21.1. 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.

22. RIGHT OF NEA TO VARY SERVICES REQUIREMENT

- 22.1. **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.

23. SUPERVISION AND INSPECTION

- 23.1. 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.
- 23.2. **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.
- 23.3. 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**.

- 23.4. **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.
- 23.5. **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.
- 23.6. **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.
- 23.7. 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**.
- 23.8. **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.
- 23.9. **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**.
- 23.10. **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.

24. RIGHT OF NEA TO EXTEND THE CONTRACT

- 24.1. 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:

24.1.1. Renewal is subject to the approval of the approving authority provided that **CONTRACTOR** has maintained the following:

24.1.1.1. 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

24.1.1.2. 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.

24.1.2. Quarterly assessment on the performance of the **CONTRACTOR** shall be conducted based on the performance criteria set in Section 13 of this Contract.

24.2. 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.

25. PERFORMANCE SECURITY

25.1. 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.

25.2. 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.

26. RIGHTS OF NEA TO TERMINATE THE CONTRACT

26.1. 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:

- 26.1.1. 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.
- 26.1.2. 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**.
- 26.1.3. 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**.
- 26.1.4. 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.
- 26.1.5. When the **CONTRACTOR** fails to pay the personnel on time without just cause within:
- 26.1.5.1. Three (3) payroll periods within six (6) months; and
- 26.1.5.2. Five (5) payroll billing periods within one (1) year.
- 26.1.6. 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.
- 26.1.7. 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.
- 26.1.8. **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".

26.1.9. 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.

26.1.10. 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**.

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

27.1. 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).

28. SANCTION AND BLACKLISTING OF ERRING CONTRACTORS

28.1. **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.

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

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

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

Name of Company	Signature over Printed Name of the authorized representative	Date

For your information.

TECHNICAL WORKING GROUP


ON MEETING
FEDERICO P. VILLAR JR.
Member

RETIRED
EDGAR A. DE GUZMAN
Member

ON MEETING
MARCELINO D. CACDAC
Member


RAFAEL B. BARRIENTOS
Member


SHIRLEY J. SALVADOR
Member


CYNTHIA E. LISONDRA
Member


HERNANDO N. GABOTERO
Member


CESAR F. JACINTO
Member

ESTRELLITA S. VOLANTE
End-user


MA. CHONA O. DELA CRUZ
Vice-Chairperson


GWEN P. ENCISO-KYAMKO
Chairperson

ANNEX A
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
Particulars	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 : _____

COMPANY OR AGENCY SECURITY PLAN

1. The plan should include the security assessment which is an essential part in processing, developing and updating the security plan:
 - a. The company ensures that the security assessment is carried out by person(s) with appropriate skills to evaluate the security of a facility and its client requirement; and
 - b. The security assessment shall include an on-scene security survey and, at least, the following elements:
 - i. Identification of existing security measures, procedures and operations;
 - ii. Identification and evaluation of office/clients' key operations that is important to protect; and
 - iii. Identification of possible threats to the office/clients' operations and the likelihood of their occurrence, in order to establish and prioritize security measures.
2. The plan shall address, at least, the following:
 - a. Measures designed to prevent weapons, dangerous substances and devices intended for use against persons;
 - b. identification of the restricted areas and measures for the prevention of unauthorized access to them;
 - c. Measures for the prevention of unauthorized access to the office/clients' facilities;
 - d. Procedures for responding to security threats or breaches of security;
 - e. Procedures for responding to any security instructions;
 - f. Procedures for evacuation in case of security threats;
 - g. Procedures for auditing the security activities;
 - h. Procedures for training, drills and exercises associated with the plan;
 - i. Procedures for the periodic review/updating of the plan;

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

COMPANY OR AGENCY RECRUITMENT AND HIRING PLAN

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