

PHILIPPINE BIDDING DOCUMENTS

**NATIONAL ELECTRIFICATION
ADMINISTRATION**

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

NEA IB No. 2022-03 EPA

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR

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

1. The *National Electrification Administration (NEA)*, through the *2023 Corporate Operating Budget* intends to apply the sum of *Seven Million Eight Hundred Fifty-One Thousand Four Hundred Thirty-Three and Seventy-Eight Hundredths Pesos (Php7,851,433.78)* being the ABC to payments under the contract for *Procurement for One (1) Year Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA (NEA IB No. 2022-03 EPA)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Electrification Administration (NEA)* now invites bids for the above Procurement Project. Delivery of the Goods is required by *15 calendar days from receipt of Notice of Proceed*. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *National Electrification Administration (NEA)* and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00 A.M to 5:00 P.M.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 22, 2022* at the address and time stated above.

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

6. The *National Electrification Administration (NEA)* will hold a Pre-Bid Conference on *November 29, 2022 at 10:30 AM* at *NEA Bldg., 57 NIA Road, Government Center,*

Diliman, Quezon City and/or through video conferencing or webcasting via Zoom which shall be open to prospective bidders. Zoom details shall be given to all prospective bidders who will submit an intent to join the pre-bid conference at email address *nea.bac.secretariat9184@gmail.com* on or before *November 28, 2022*.

7. Bids must be duly received by the BAC Secretariat at the address below, through manual submission at the office address indicated below, on or before ***December 12, 2022 at 10:30 AM***. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***December 12, 2022 at 10:35 AM*** at the given address below and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. This Procurement is undertaken through Early Procurement Activities (EPA) of the goods and services for procurement for the FY 2023.
11. Thus, this EPA shall be governed by GPPB Circular No. 06-2019 dated 17 July 2019, which shall include, but not limited to the:

a. rules and procedure of EPA:

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

b. fixed price rule in procurement

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

c. extension of the bid validity and security

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

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

e. conditions of award

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

ATTY. OSWALDO F. GABAT
Chairperson, Bids and Awards Committee (BAC)
c/o NEA-BAC Secretariat
National Electrification Administration (NEA)
57 NIA Road, Government Center, Diliman, Quezon City
E-mail address: nea.bac.secretariat9184@gmail.com
Tel. No.: 8929-1909 local 184
Direct Line: 8925-5915

14. You may visit the following websites:

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

November 22, 2022



ATTY. OSWALDO F. GABAT *do*
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Electrification Administration (NEA)* wishes to receive Bids for the *Procurement of One (1) Year Obligational Janitorial and Maintenance Services Requirement (Including Supplies and Materials) for the NEA Building* with identification number *NEA IB No.2022-03 EPA*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of *Seven Million Eight Hundred Fifty-One Thousand Four Hundred Thirty-Three and Seventy-Eight Hundredths (Php7,851,443.78)*.

2.2. The source of funding is the Corporate Funds.

GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *at 2nd HESA, NEA Building, 57 NIA Road, Diliman Q.C.* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Contracts for Supply of Labor, Materials and Equipment for the Security Services Requirements of NEA</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Quezon City, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than ₱ 157,028.67 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱392,571.68 [(5%) of ABC] if bid security is in Surety Bond.
19.3	<i>Procurement for One (1) Year Supply of Labor, Materials and Equipment for the Security Services Requirement of NEA Amounting Php7,851,433.78</i>
20.2	<i>No further instructions.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{Include if Framework Agreement will be used:} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

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

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

f. Other requirements specified in the Terms of Reference

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

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

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

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

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

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

Section VI. Schedule of Requirements

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

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

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

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

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

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

Designation : _____

Company : _____

Date : _____

Section VII. Technical Specifications

Technical Specifications

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

	<p>a) Recruitment/Selection Criteria & Training Program – Submit company policy on recruitment/selection criteria of its security personnel. (See Annex B)</p> <p>b) Completeness of Uniforms and Other Paraphernalia – Submit an undertaking on the adequacy of supply.</p> <p>c) Benefits entitled to Janitor/Supervisor – Submit certification under oath of the additional benefits entitled for Janitors and Supervisors to be deployed in the NEA.</p>	
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I hereby certify to comply and deliver all of the above requirements

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

Designation : _____

Company : _____

Date : _____

OTHER MATTERS:

1. SCOPE OF WORKS

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

2. MANPOWER REQUIREMENTS

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

2.1. Regular Working Days (Day Duty)

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

2.2. Regular Working Days (Night Duty)

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

2.3. Non-Working Holidays, Saturdays and Sundays

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

	1	1800 – 0600 hrs	12 hrs
TOTAL	12		

3. RESPONSIBILITY OF THE CONTRACTOR

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

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

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

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

- 3.17. The **CONTRACTOR** warrants, subject to the provision of the Contract for the period of **ONE (1) YEAR** that the Work furnished by the **CONTRACTOR** shall be in accordance with **NEA** specifications. During the said period, **NEA** shall notify **CONTRACTOR** in writing with 24 hours of any observed deficiencies in the work.
- 3.18. The **CONTRACTOR** shall perform such remedial or corrective measures/actions as may be agreed upon with **NEA** as necessary and adequate to meet such obligations and/or provisions. Deliberated and unreasonable failure of the **CONTRACTOR** to remedy or correct reported deficiency shall constitute sufficient ground for rescission/termination of the contract.
- 3.19. The **CONTRACTOR** shall be answerable or accountable for any accident, or any kind of injury or death, which may occur to any employee of the **CONTRACTOR** during the time and consequence to the performance of the work.
- 3.20. The **CONTRACTOR** shall be responsible for payment of all indemnities arising out of any labor accident which may occur in the course of work and for which he may be responsible under the pertinent labor law more particularly Presidential Decree No. 442, as amended otherwise known as the Labor Code of the Philippines and such other pertinent laws and applicable hereto.
- 3.21. The **CONTRACTOR** shall be responsible for the safety and health/life of their employees and shall do all means to protect or prevent causes that would be detrimental to their employees and the public. They shall provide the necessary safety and sanitation gadget and paraphernalia.
- 3.22. The **NEA** shall in no manner be answerable or accountable for any accident, injury of any kind or death which may occur to any employee of the **CONTRACTOR** during the time of their performance of their work/task as a consequential to this Contract.
- 3.23. The **CONTRACTOR** shall assign only members of the force who are acceptable to **NEA** and the **CONTRACTOR** shall not pull out any Security Guard from **NEA** without the written consent of the latter. The **CONTRACTOR** shall assign to **NEA** well trained, experienced, licensed, uniformed and armed guards who shall meet the qualifications as aforementioned in Section 8.4 if this Contract.
- 3.24. The **CONTRACTOR** shall provide **NEA** with the number of guards as stated in this Contract, and any decrease or increase in the number of guards shall require the written approval of **NEA**.
- 3.25. The **CONTRACTOR** shall, upon recommendation and request of **NEA**, replace its erring employees who are inefficient and negligent in the performance of their duties. The replacement personnel shall also be subject to acceptance by **NEA**.
- 3.26. **NEA**, upon written notice to the **CONTRACTOR**, shall not accept continued services of undesirable and/or inefficient worker.
- 3.27. The **CONTRACTOR** hereby guarantees that the salaries of guards detailed with **NEA** shall be paid the regular working hours not later than the 20th day of the month

and 5th day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the **CONTRACTOR**, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for **NEA** to terminate the Service Contract.

- 3.28. The **CONTRACTOR** shall guarantee that all employer's share shall be paid by **NEA** to the **CONTRACTOR**, like SSS premiums, State Insurance/ECC, PhilHealth, PAG-IBIG and others and the corresponding employee's share being deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for **NEA** to remit these amounts directly to the concerned government agencies.

4. LABOR COST COMPUTATION

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

Labor Cost Computation

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

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

Total Equivalent Number of Days per Year, for Security Personnel

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

Monthly Breakdown of Labor (in Peso Value)

4.1.1. Basic Salary (RA 6727) of	=	Daily Rate x total equivalent no. days
4.1.2. 13 th Month Pay	=	Basic Salary / 12
4.1.3. Employee's Contribution	=	SSS, Philhealth, Pag-ibig, ECC Table of contribution payment schedules. Based on Basic Bracket
Salary		
4.1.4. Incentive Leave (5 days)	=	(Daily Rate / day x 5) / 12
4.1.5. Uniform Allowance	=	Php 100.00

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

5. WORKING PERIOD

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

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

5.1.1.1. Regular Holidays

- 5.1.1.1.1. New Year's Day - January 1
- 5.1.1.1.2. Maundy Thursday - Movable Date
- 5.1.1.1.3. Good Friday - Movable Date
- 5.1.1.1.4. Araw ng Kagitingan - Monday nearest April 9
- 5.1.1.1.5. Labor Day - Monday nearest May 1
- 5.1.1.1.6. Independence Day - Monday nearest June 12
- 5.1.1.1.7. National Heroes Day - Last Monday of August
- 5.1.1.1.8. Eid'l Fitr - Movable Date
- 5.1.1.1.9. Eid'l Adha - Movable Date
- 5.1.1.1.10. Bonifacio Day - Monday nearest
November 30
- 5.1.1.1.11. Christmas Day - December 25

5.1.1.1.12. Rizal Day - Monday nearest
December 30

5.1.1.2. Special Days

5.1.1.2.1. EDSA People Power
Revolution Anniversary - Monday nearest February 25

5.1.1.2.2. Black Saturday - Monday nearest April 16

5.1.1.2.3. Ninoy Aquino Day - Monday nearest August 21

5.1.1.2.4. All Saints Day - November 1

5.1.1.2.5. Feast of Immaculate
Conception of Mary - December 8

5.1.1.2.6. Last Day of the Year - December 31

6. SALARIES AND WAGES

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

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

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

6.13.6. Net Pay.

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

7. SUPPORT EQUIPMENT, MATERIALS AND SUPPLIES REQUIREMENTS

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

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

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

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

8. CONTRACTOR PERFORMANCE CRITERIA

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

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

a. Assignment of guards at designated area(s)	10%
b. Implementation of NEA rules and regulations and compliance to other obligations per contract	8%
c. Compliance to labor laws and social insurance regulations	7%
4. Time Management	(5%)
a. Tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%
5. Provision of Regular Progress Reports	(5%)
a. Exception/Incident Report	2%
b. Monthly Deployment Report	2%
c. Other Reports that may be required by the Human Resources and Administration Department (HRAD)	1%

9. PENALTIES FOR OFFENSES OR VIOLATION OF RULES

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

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

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

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

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

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

10. DAMAGES TO PROPERTY OF NEA

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

11. CREDIT LINE

- 11.1. 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**.
- 11.2. **NEA** reserves the right to inspect and verify the said credit line any time. **CONTRACTOR** shall issue an authorization to **NEA's** authorized representative that he/she be issued a Certification by the bank as to the above-mentioned credit line, upon the **CONTRACTOR's** request but not more than once in a month. The **CONTRACTOR** shall be required to explain in writing within forty-eight (48) hours upon receipt of notice for any clarification regarding the subject account. Delayed and/or non-submission of subject report and/or clarification letter will mean non-compliance or non-conformance with the Contract.

12. TERMS OF PAYMENT

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

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

12.3.3. Last Claim

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

12.3.4. Submission of Billing

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

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

13. SSS, PHILHEALTH AND PAG-IBIG REMITTANCES

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

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

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

15. MAN-HOUR OFF-SETTING

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

16. RIGHT OF NEA TO VARY SERVICES REQUIREMENT

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

17. SUPERVISION AND INSPECTION

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

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

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

18. RIGHT OF NEA TO EXTEND THE CONTRACT

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

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

19. PERFORMANCE SECURITY

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

20. RIGHTS OF NEA TO TERMINATE THE CONTRACT

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

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

21. SANCTION AND BLACKLISTING OF ERRING CONTRACTORS

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

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

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

Designation : _____

Company : _____

Date : _____

COMPANY OR AGENCY SECURITY PLAN

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

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

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

COMPANY OR AGENCY RECRUITMENT AND HIRING PLAN

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

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- government procurement activities for the same item or product.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

FORMS

Statement of all Ongoing Government & 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

Below is the list of the list of all on-going government and private contracts awarded to our company including contracts awarded but not yet started as required in Checklist of Technical Documents. Letter (b) of the Bidding Document:

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount	
						Contract Amount	Value of Outstanding Contract
<u>Government</u>							
<u>Private</u>							
					Total		

Note: This statement shall be supported with NOA, Contract, NTP and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Company Name : _____

Date : _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

