



SUPPLEMENTAL/BID BULLETIN NO. 1

Date: May 17, 2024

Title: IB-2024-05-07 PROCUREMENT OF SECURITY SERVICE PROVIDER FOR EVSU-MAIN CAMPUS

Reference No.: 10820322

This Supplemental/Bid Bulletin is issued to all prospective bidders to clarify, modify and/or amend items in the Bidding Documents as discussed and agreed during the Pre-Bid Conference held on May 14, 2024, for the above-mentioned procurement project. This shall form an integral part of the Bid Documents.

REFERENCE	GENERAL QUERIES	AMMENDMENTS/ CLARIFICATIONS
<p>ITB Clause 10.1 of the Bid Data Sheet</p> <p>b) Valid and current/latest Certification issued by the National Labor Relations Commission (NLRC) that the Security Agency has no adverse case decided against the bidder before the office of the NLRC Region 8. The date of issuance must not be earlier than the date of Opening of Bids;</p> <p>c) Valid and current/latest Certification issued by the Department of Labor and Employment (DOLE) (as per Department Order No. 174, Series of 2017) that the Security Agency has no adverse case decided against the bidder before the office of the DOLE Region 8. The date of issuance must not be earlier than the date of Opening of Bids;</p>	<p>You imposed as one of the additional requirements in your ITB under 10.1.(b) We believe that the basis of you imposition of the said additional requirement was the Memorandum Circular No. 80, issued by then Executive Secretary Teofisto T. Guingona, Jr., requiring all Security and Janitorial service provider to submit as part of the bid or tender document, a clearance from the Department of Labor and Employment that it has no pending Labor case.</p> <p>This requirement no longer exists now, in view of the issuance of Circular No. 01-2008, dated March 7, 2008 by the Government Policy Procurement Board, signed by its then Chairperson, Rolando G. Andaya, Jr.</p> <p>We earnestly request to reconsider your imposition of additional requirements for submission of a Certification or Clearance from NLRC/DOLE, that the bidder has no pending labor case with them. Instead, a Certification under oath that the bidder complies with existing labor laws and standards would suffice.</p>	<p>While Circular No. 01-2008 introduces modifications to certain requirements, it's essential to emphasize that it doesn't explicitly revoke the necessity of providing specific certifications or clearances, such as those from NLRC or DOLE, as stated in our ITB under 10.1. (b). As such, the BAC remains committed to adhering to the established requirements outlined in the ITB. However, rather than demanding these documents during bid opening, bidders are now required to submit and/or present them during the Post Qualification stage. The BAC reassures bidders that all decisions made by the Committee will be carefully deliberated, taking into account pertinent factors including legal obligations and procurement best practices. Please refer to Annex "A" for the amended Bid Data Sheet (BDS) and Annex "B" for the revised Terms of Reference (TOR).</p>
	<p>May we clarify the statements in items b and c, <i>"The date of issuance must not be earlier than the date of Opening of Bids"</i>. Is there a specific period for the date of issuance of the certificates?</p>	<p>In consonance with the amended BDS and TOR, the issuance date of the certificates must fall within the month of the project's bidding, specifically within May 2024. However, they should not be dated later than the date of the post-Qualification.</p>





BIDS AND AWARDS COMMITTEE

REFERENCE	GENERAL QUERIES	AMMENDMENTS/ CLARIFICATIONS
	<p>We anticipate receiving a Certificate of No Pending Case from DOLE for LNU next week. We're inquiring whether the certificate must specifically state 'EVSU' as the intended recipient. Our primary concern is confirming that no pending case has been decided against the bidder during this month's bidding of the project. One of our challenges lies in obtaining this certificate, as it relies heavily on the availability of DOLE signatories. Additionally, we've encountered inquiries from DOLE regarding the frequency of our requests for the same certificate on a weekly basis. Our query is whether it's permissible to submit the same certificate issued for LNU, even though it bears their name, as long as it confirms that the bidder has no pending cases against them within the month of the project's bidding.</p>	<p>Ensuring accuracy in documentation is crucial, particularly when it comes to addressing specific recipients. In this case, while we appreciate the effort to utilize an existing certificate issued for LNU, it's imperative that the document accurately reflects the intended recipient, which in this case is EVSU. Each entity possesses its own unique identity and legal status, necessitating that the certificate aligns with this specificity. Submitting a Certificate of No Pending Case issued for LNU would contravene this requirement, regardless of its confirmation regarding the absence of pending cases against the bidder within the month of the project's bidding. Thus, the bidder must obtain a certificate specifically addressed to EVSU to ensure full compliance with the requirements.</p>
<p>ITB Clause 10.1 of the Bid Data Sheet</p> <p>g) Latest/current Clearance/certificate of good standing and compliance with statutory obligation/remittance from PAG-IBIG and PHILHEALTH;</p>	<p>The issuance of the Certificate of Good Standing by Pag-IBIG and PhilHealth occurs annually, with the certificates indicating both the issuance date and their one-year validity period. Given this, would these certificates still be considered as the latest or current documentation?</p>	<p>The certificate will be considered latest/current and valid, provided that, its validity period will not expire earlier than the date of post-Qualification.</p>
<p>ITB Clause 20. Post-Qualification</p>	<p>In the previous bidding, a surprise onsite visit was carried out as part of the post-qualification process, catching the concerned bidder off guard. They were taken aback, especially since the required documents were still located at the main office in Cebu. We trust that such an occurrence will be avoided in this bidding process.</p>	<p>The BAC understand the importance of ensuring fairness and transparency in the bidding process, as mandated by RA 9184. Moving forward, the Committee has taken necessary measures to ensure that all bidders are adequately informed about the post-qualification procedures, including any potential onsite visits. It is the Committee's aim is to provide bidders with sufficient notice and opportunity to prepare the required documents, in alignment with the principles of fairness and equal treatment. Rest assured, the Committee is committed to upholding the standards of transparency and integrity outlined in RA 9184 throughout the bidding process.</p>





BIDS AND AWARDS COMMITTEE

All statements and formats referring to this clause should be amended/corrected accordingly.

For guidance and information of all concerned.

For further information, please refer to:

(SGD) VINCENT B. CABANTOC

Head, BAC Secretariat

CP No. 0953-355-7046 - TM

Email Add: evsu.bacsecretariat@evsu.edu.ph

Noted:

(SGD) BENEDICTO T. MILITANTE, JR., Ph.D., J.D.

Vice President for Administration & Finance Chairperson,

Bids and Awards Committee



Section III. Bid Data Sheet

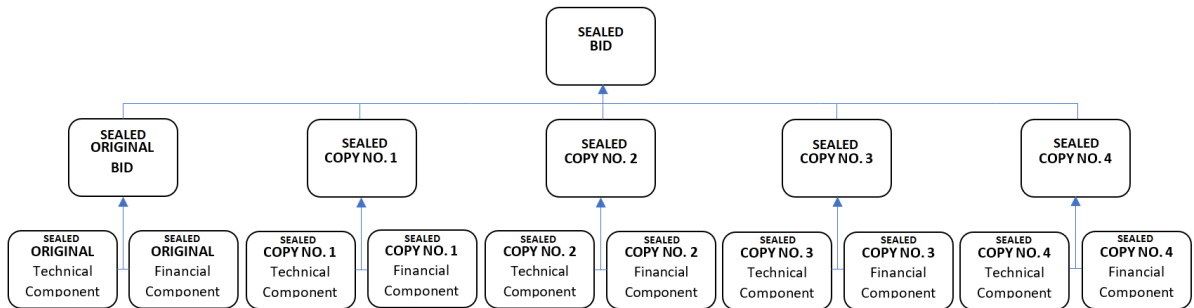
ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Contracts for provision of Security Services to private or public entities. b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
9	<p>Prospective bidders may submit their written request for clarification on and/or interpretation of any part of the Bidding Documents, either to EVSU BAC Secretariat Office or through electronic mail at evsu.bacsecretariat@evsu.edu.ph not later than May 16, 2024. Clarifications made and submitted beyond the abovementioned date shall not be accepted and/or entertained further.</p>
10.1	<p>These additional requirements must be submitted during the Opening of Bids:</p> <ul style="list-style-type: none"> a) Valid and current License to Operate as a Private Security Agency (PSA) issued by PNP-SOSIA; b) Valid and current Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) membership and Certificate of Good Standing/Non-Suspension/Blacklisted (Local-Region 8 Branch OR National); c) A Certificate Under Oath stating that the bidder has no pending labor case within Region VIII. d) Occupational Safety and Health Standards (OSHS) Certificate of Registration as provided in Rule 1020 of the OSHS, as amended, issued by DOLE Region; e) OSH Training Certificate for Company’s Safety Officer Pursuant to RA 11058 and D.O 198, series of 2018; f) List of Bank References (at least 2 years); g) Survey Report and Security Plan (with attached Certificate of site inspection issued by the EVSU’s Head, Security & Safety Office) for EVSU-Main Campus considering the 14 guards required; h) License to Own and Possess Firearms (LTOPF) i) List and proof of ownership of licensed Security Firearms, equipment, and service vehicles (i.e., Firearms and Explosive Office, NTC, and LTO). The list of Licensed firearms must indicate the license number, the status of the license whether temporary or not, and license expiry and photocopies of license cards issued by the Firearms and Explosive Unit of the Philippine National Police and firearms must be readily available anytime for inspection by the designated inspectors of the Procuring Entity j) List of Licensed Security Guards
10.2	<p>Must attach to the Statement of all ongoing contracts at least three (3) sample copies of their ongoing contracts;</p> <p>The Bidder’s SLCC as indicated in ITB Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>
12	The price of Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)
• Bid Securing Declaration; OR	NOTARIZED
• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR	70,902.72
• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)	177,256.80

15.2 Each Bidder shall submit one (1) original and four (4) readable authenticated copies of the first and second components of its bid. Documents to be submitted shall be properly tabbed and labeled according to the title of the document attached for prompt identification: e.g., PhilGEPS Certificate of Registration (Platinum) – PhilGEPS

For details in the preparation of sealed bids, please refer to the diagram below:

Figure 1. Sealing of Bids (Illustration of bids with 1 original and 4 copies, each box in the diagram represents a sealed envelope)



All envelopes shall:

- be addressed to the Procuring Entity’s BAC;
- bear the name and address of the Bidder in capital letters;
- contain the name of the contract to be bid in capital letters;
- bear the specific identification of this bidding process indicated in the ITB Clause 1; and bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, as specified in the IB.

TO	:	THE BIDS AND AWARDS COMMITTEE
		EASTERN VISAYAS STATE UNIVERSITY
FROM	:	_____
		<i>(Name of Bidder in Capital Letters)</i>
ADDRESS	:	_____
		<i>(Address of Bidder in Capital Letters)</i>
BID REF. NO.	:	_____
 <i>(In Capital Letters, Indicate the Phrase):</i>		
“DO NOT OPEN BEFORE: _____”		

15.3	<p>Guidelines for Electronic Submission of Bids:</p> <ul style="list-style-type: none"> a) The Bidder must submit a soft copy of their bids through e-mail to evsu.bacsecretariat@evsu.edu.ph at any time before May 28, 2024, 1:30 P.M. b) In the online submission of bids, a two-folder system will be utilized. The first folder contains the requirements of the Technical Component checklist as presented under Section VIII and shall be labeled “TECHNICAL COMPONENT”. The second folder contains the requirements of the Financial Component checklist and is marked “FINANCIAL COMPONENT”. c) The documentary requirements shall be segregated and labelled according to the type of document for prompt identification (e.g., PhilGEPS Certificate of Registration (Platinum) labelled as PhilGEPS) and each shall be in Portable Document Format (PDF). d) Each folder shall be compressed in Zip, RAR or 7z format with password protection. Submitted bidding documents that are not in compressed archive format and are not password protected, will be automatically rejected. e) The password for accessing the file shall be disclosed by the Bidders during the bid opening which may be done in person or face-to-face through videoconferencing, webcasting, e-mail or similar technology. f) An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified. g) For further information, please refer to: VINCENT B. CABANTOC <i>Head, BAC Secretariat</i> <i>CP No. 0953-355-7046 - TM</i> <i>Email Add: evsu.bacsecretariat@evsu.edu.ph</i> 															
19.2	Partial bid is NOT allowed.															
19.3	<p>The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <table border="1" data-bbox="250 1385 1468 1530"> <thead> <tr> <th colspan="5" style="background-color: #92d050;">PROCUREMENT OF SECURITY SERVICE PROVIDER FOR EVSU-MAIN CAMPUS</th> </tr> <tr> <th>ITEM NO.</th> <th>P.R. NO.</th> <th>QTY</th> <th>UNIT</th> <th>TOTAL AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>02-0218-24 SECURITY</td> <td>14</td> <td>PAX</td> <td>3,545,136.00</td> </tr> </tbody> </table>	PROCUREMENT OF SECURITY SERVICE PROVIDER FOR EVSU-MAIN CAMPUS					ITEM NO.	P.R. NO.	QTY	UNIT	TOTAL AMOUNT	1	02-0218-24 SECURITY	14	PAX	3,545,136.00
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1	02-0218-24 SECURITY	14	PAX	3,545,136.00												
19.5	<p>The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, is calculated as follows:</p> <p>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p>															
20.1	<p><i>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 the following additional documents:</i></p> <ul style="list-style-type: none"> <i>a) Valid and current/latest Certification issued by the National Labor Relations Commission (NLRC) that the Security Agency has no adverse case decided against the bidder before the office of the NLRC Region 8. The issuance date of the certificate must fall within the month of the project's bidding, specifically within May 2024. However, they should not be dated later than the date of post-Qualification;</i> <i>b) Valid and current/latest Certification issued by the Department of Labor and Employment (DOLE) (as per Department Order No. 174, Series of 2017) that the Security Agency has no adverse case decided against the bidder before the office of the DOLE Region 8. The issuance date of the certificate must fall within the month of the project's bidding, specifically within May 2024. However, they should not be dated later than the date of post-Qualification;</i> 															

	<p><i>(Note: In the event of pending or adverse decisions concerning paragraphs (a) and (b), a list of the cases, their current status, and copies of the adverse decisions must be provided by the bidder. It is important to note that such circumstances will not lead to disqualification from participating in the bidding for security services. However, failure to submit these documents during post-qualification will render the Bid non-responsive and will serve as grounds for post-disqualification.)</i></p> <p><i>c) Latest/current Clearance/certificate of good standing and compliance with statutory obligation/remittance from PAG-IBIG and PHILHEALTH;</i></p> <p><i>d) Latest/current Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the local office of the security agency is based;</i></p>
21.1	No further instruction.

TERMS OF REFERENCE FOR THE PROCUREMENT OF SECURITY SERVICE PROVIDER FOR EASTERN VISAYAS STATE UNIVERSITY-MAIN CAMPUS

1. PLACE OF ASSIGNMENT

Eastern Visayas State University-Main Campus, Arch. Lino R. Gonzaga Avenue, Tacloban City, Leyte, Philippines 6500

2. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Eastern Visayas State University (EVSU) - Main Campus offers competitive bidding to all prospective bidders for the Procurement of Security Service Provider with an Approved Budget for the Contract (ABC) amounting to Three Million Five Hundred Forty-Five Thousand One Hundred Thirty-Six Pesos (Php3,545,136.00) based on the Approved Annual Procurement Plan (APP) and under Internally Generated Fund (IGF) FY 2024.

3. SCOPE OF WORKS

- 3.1. The Service Provider shall provide the security guards daily from Mondays thru Sundays (including holidays).
- 3.2. The Service Provider shall provide security guard services to EVSU-Main Campus premises at Tacloban City.

SCHEDULE OF WORK (Seven (7) days a week (Mondays to Sundays, including Holidays))			TOTAL NUMBER OF SECURITY GUARDS
0700H-1500H	1500H-2300H	2300H-0700H	
4	5	5	14

- 3.3. The Service Provider shall provide each security guard with equipment and materials at its expense during the Contract Implementation such as, but not limited to the following:
 - a) Two (2) Handguns (9MM) with valid license, one full load of ammunition (2 rounds) and 2 spare rounds per unit
 - b) Two (2) units Shotguns, 12 gauge with valid license, one full load of ammunition (6 rounds) and 4 spare rounds per unit
 - c) Ten (10) units handheld radio with ten (10) extra battery pack, with NTC license and the operator must possess radio land mobile permit of RLM Certificate
 - d) One (1) Radio Base / Repeater
 - e) Security uniform as per PNP-SAGSD requirements
 - Cap device
 - Pershing Cap
 - Proper Haircut
 - PADPAO patch
 - Name Cloth
 - Agency ID
 - Holster
 - Buckle
 - Long Pants (Navy Blue)
 - Black Formal Shoes

- Black socks
 - Collar Pins
 - Security Guard badge
 - Agency Name cloth
 - Agency Patch
 - Whistle w/ Lanyard
 - Necktie (Navy Blue)
 - White long sleeves (Authorized Uniform)
- f) Flashlights per Guard on Duty
- g) Medicine Kit per guard on duty
- Cotton
 - Alcohol (small)
 - Betadine (small)
 - Band-aid (small box)
 - Hydroperoxide (small)
 - Gauze (small)
 - Gloves (1 pair)
 - Medicine (diatabs, bioflu, neozep, and biogesic) 5 pcs each
- h) First Aid Kits per post (portable)
- 2 absorbent compress dressings (5 x 9 inches)
 - 25 adhesive bandages (assorted sizes), also found within our Family First Aid Kit
 - 1 adhesive cloth tape (10 yards x 1 inch)
 - 5 antibiotic ointment packets (approximately 1 gram)
 - 5 antiseptic wipe packets
 - 2 packets of aspirin (81 mg each)
 - 1 emergency blanket
 - 1 breathing barrier (with one-way valve)
 - 1 instant cold compress
 - 2 pair of nonlatex gloves (size: large)
 - 2 hydrocortisone ointment packets (approximately 1 gram each)
 - 1 3 in. gauze roll (roller) bandage
 - 1 roller bandage (4 inches wide)
 - 5 3 in. x 3 in. sterile gauze pads
 - 5 sterile gauze pads (4 x 4 inches)
 - Oral thermometer (non-mercury/non-glass)
 - 2 triangular bandages
 - Tweezers
 - Emergency First Aid instructions
- i) Night Stick per guard on duty
- j) Whistle per guard on duty
- k) Handcuffs per guard on duty
- l) One (1) Locker for Safety of Firearms
- m) Three (3) Metal Detector handheld
- n) Raincoat per Guard on Duty

- o) Rain Boots per Guard on Duty
 - p) Vest per Guard on Duty
 - q) Notebook and duty checklist (tickler) per guard on duty
- 3.5. The security guards to be employed or to be posted by the Service Provider shall perform, aside from securing the premises, properties, and personnel of EVSU-Main Campus, the following tasks such as, but not limited to the following activities:
- a) Inspecting of bags of visitors;
 - b) Logging in of visitors in the record book;
 - c) Locking of entrances/exits;
 - d) Reporting of unusual activities
 - e) Patrolling and keeping watch over the premises, records, and properties;
 - f) Securing and guarding of the EVSU-Main Campus officials and employees from any kind of threat, harm or injury, within their designated area of responsibility; and
 - g) Such other tasks as may be assigned from time to time.
- 3.6. While the security guard is expected to fulfill a wide range of responsibilities and tasks as outlined above, it is important to acknowledge that their duties are primarily focused on maintaining the security and safety of the university premises and its occupants. Therefore, any tasks or obligations falling outside the realm of security, safety enforcement, or related administrative duties are not within the scope of their responsibilities.

4. CONTRACT DURATION

The Service Provider agrees, without occurrences of unexpected dependencies within the control of the EVSU-Main Campus, to satisfactorily complete all of the contract services under this Contract within twelve (12) months from the receipt of the approved Notice to Proceed.

Should the outcome of bidding not be determined upon the contract's expiration, it shall automatically extend on a month-to-month basis up to such period as may be allowed by law, rules, and regulations. Extension of the contract shall be based on performance evaluation obtaining at least a very satisfactory rating and compliance to performance criteria requirements provided in Section 8.20 and submission of evidence of tax payments and other mandated contributions, such as SSS, PhilHealth, and Pag-IBIG Fund.

5. QUALIFICATIONS OF THE SERVICE PROVIDER

The qualifications of the Service Provider are:

- 5.1. Should have at least two (2) years of experience in providing security services to a government agency;
- 5.2. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;
- 5.3. Must be a duly licensed and registered Service Provider with the Department of Labor and Employment;
- 5.4. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority

- 5.5. Must be duly registered with the Social Security System (SSS), Home Development; Mutual Fund (PAG-IBIG) and Philippine Health Insurance Corporation (PHILHEALTH);
- 5.6. Must be duly registered with the Bureau of Internal Revenue;
- 5.7. Must present at least one (1) Client/Customer Feedback Form, with at least a Very Satisfactory Rating, from one (1) government agency, with whom the Service Provider has an ongoing contract or at least within the past two (2) years, upon submission of requirements.
- 5.8. Service Provider MUST have a local and physical office within Tacloban City, Leyte, and working phone numbers for purposes of communication and prompt response for the need of the office.
- 5.9. These additional requirements must be submitted during the following bidding stages;

5.9.1 Opening of Bids:

- a) Valid and current License to Operate as a Private Security Agency (PSA) issued by PNP-SOSIA;
- b) A Certificate Under Oath stating that the bidder has no pending labor case within Region VIII.**
- c) Valid and current Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) membership and Certificate of Good Standing/Non-Suspension/Blacklisted (Local-Region 8 Branch OR National);
- d) Occupational Safety and Health Standards (OSHS) Certificate of Registration as provided in Rule 1020 of the OSHS, as amended, issued by DOLE Region;
- e) OSH Training Certificate for Company’s Safety Officer Pursuant to RA 11058 and D.O 198, series of 2018;
- f) List of Bank References (at least 2 years);
- g) Survey Report and Security Plan (with attached Certificate of site inspection issued by the EVSU’s Head, Security & Safety Office) for EVSU Main-Campus considering the 14 guards required;
- h) License to Own and Possess Firearms (LTOPF)
- i) List and proof of ownership of licensed Security Firearms, equipment and service vehicle (i.e., Firearms and Explosive Office, NTC and LTO). List of Licensed firearms must indicate license number, the status of license whether temporary or not, and license expiry and photocopies of license cards issued by the Firearms and Explosive Unit of the Philippine National Police and firearms must be readily available anytime for inspection by the designated inspectors of the Procuring Entity
- j) List of Licensed Security Guards

5.9.2 Post-Qualification:

- a) Valid and current/latest Certification issued by the National Labor Relations Commission (NLRC) that the Security Agency has no adverse case decided against the bidder before the office of the NLRC Region 8. The issuance date of**

the certificate must fall within the month of the project's bidding, specifically within May 2024. However, they should not be dated later than the date of post-Qualification;

b) Valid and current/latest Certification issued by the Department of Labor and Employment (DOLE) (as per Department Order No. 174, Series of 2017) that the Security Agency has no adverse case decided against the bidder before the office of the DOLE Region 8. The issuance date of the certificate must fall within the month of the project's bidding, specifically within May 2024. However, they should not be dated later than the date of post-Qualification;

(Note: In the event of pending or adverse decisions concerning paragraphs (a) and (b), a list of the cases, their current status, and copies of the adverse decisions must be provided by the bidder. It is important to note that such circumstances will not lead to disqualification from participating in the bidding for security services. However, failure to submit these documents during post-qualification will render the Bid non-responsive and will serve as grounds for post-disqualification.)

c) Latest/current Clearance/certificate of good standing and compliance with statutory obligation/remittance from PAG-IBIG and PHILHEALTH;

d) Latest/current Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the local office of the security agency is based;

6. QUALIFICATIONS OF SECURITY PERSONNEL

The Service Provider shall deploy fourteen (14) qualified, uniformed, highly trained and armed Security Guards with the following minimum qualifications:

- 6.1. Has valid license issued by the Philippine National Police (PNP) /Supervisory Office on Security and Investigation Agencies (SOSIA) and PADPAO;
- 6.2. For security guards: at least High School graduate or College level;
- 6.3. For Head Guard/Security Officer: must completed at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP), with rank of sergeant;
- 6.4. Must be computer literate and capable of operating CCTV monitoring system;
- 6.5. Must be physically and mentally fit;
- 6.6. Must have passed the neuropsychiatric examination and drug tests conducted by any Philippine National Police (PNP) / National Bureau of Investigation (NBI) accredited hospital/center;
- 6.7. Must have no derogatory record;
- 6.8. Must have undergone training in handling firearms with appropriate certificate and/or licenses;
- 6.9. Has undergone basic in-service training from accredited schools for security guards and supervisory training for security officer; and

6.10. In addition, to the above requirements, the Service Provider is required to submit profile of Head Guard and security guards, which must be attested by its authorized signatory.

7. TERMS OF PAYMENT

7.1 The Service Provider shall bill and present the following documentary requirements to the EVSU-Main Campus within 15 working days after the end of the applicable month, as basis for the payment:

- a) Original copies of the Service Provider’s Billing Statement showing Service description, quantity and amount;
- b) Certified copies of documents reflecting payment/remittances of SSS, PhilHealth, and Pag – IBIG benefits of the guards assigned to the entity;
- c) Certified copy of the payroll showing acknowledgment of receipt by the guards of their salaries for the two (2) quincenas prior to current billing;
- d) Monthly Accomplishment Report.

Payment shall be suspended by the EVSU-Main Campus to the Service Provider in case of non-compliance of the above requirements

7.2 No adjustment in the contract price shall be allowed during the term of this Contract except in cases where the cost of the awarded contract is affected by any applicable new law, ordinance, regulation or other act of Government promulgated after the date of bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss no gain basis to the Service Provider, pursuant to Sec. 61 of the Implementing Rules and Regulations of RA No. 9184.

8. TERMS AND CONDITIONS

8.1 The Service Provider hereby warrants that its security personnel have been properly trained and thoroughly screened prior to employment, and have been required to present favorable clearances and medical certificate attesting to their good moral character and physical fitness, respectively, for the work involved.

8.2 The Service Provider must provide the EVSU-Main Campus thru the Administrative Services Division, upon receipt of approved Notice to Proceed a complete and final list of its regular and reliever/on-call security guards and other personnel assigned to work in the EVSU-Main Campus with the following attachments:

- a) Duly Accomplished Personal Data Sheet of each security guard with attached 2 x 2 photo
- b) Photocopy of License to Exercise Security Profession (must not be expired)
- c) Photocopy of National Police Clearance
- d) Test results of the following within six (6) months from receipt of Notice to Proceed:
 - i. Medical Certificate (Fit to Work)
 - ii. Neuro-Psychiatric test
 - iii. Drug Test
 - iv. X-ray

8.3 The Security Services shall be under the management of the Head, Security & Safety Office of the EVSU-Main Campus. Before they assume work at the beginning of the Contract, an orientation of the Scope of Responsibility, Rules and Regulations of the EVSU-Main Campus, and related matters shall be conducted by the Head, Security & Safety Office.

- 8.4 The Service Provider shall assure that the security personnel assigned at EVSU-Main Campus must undergo training on Basic Life Support and Fire Drill conducted by an accredited agency (i.e., BFP, Red Cross, Rescue Unit, etc.), within three (3) months after receipt of approved Notice to Proceed (NTP) and within three (3) months after deployment of newly assigned security personnel, in case of replacement.
- 8.5 The Service Provider in the performance of its services shall secure, and maintain at its expense all registration, licenses, or permits required by law, and shall comply with all pertinent rules and regulations. The Service Provider’s personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules, and practices
- 8.6 The Service Provider shall assume full responsibility for any act, omission or dereliction of duty of its security guards during their assigned duty hours; the EVSU-Main Campus shall not be held liable to third parties arising from the said act or omission and freed from any or all civil or criminal liability whatsoever.
- 8.7 The Service Provider shall assume full responsibility for any loss or damage due to theft, pilferage, robbery, sabotage, and any form of trespass, which the EVSU-Main Campus may suffer during the effective period of this contract. However, they shall not in any manner be liable for any loss or damage caused by reason of force majeure or fortuitous event.
- 8.8 The Service Provider shall guarantee non-occurrence of any form of mass action, protest, mass leave, or strike by its security personnel within the EVSU-Main Campus premises.
- 8.9 The Service Provider shall not, during the existence of this contract or anytime thereafter, disclose to any person or entity any information concerning the EVSU-Main Campus affairs, which the Service Provider may have acquired by reason of this contract.
- 8.10 The Service Provider shall provide adequate and responsible supervision over its personnel. For this purpose, the Service Provider shall coordinate and regularly report to the EVSU-Main Campus for special instructions, directives and guidance or office policies, systems and proceedings.
- 8.11 The EVSU-Main Campus shall have the right to request for relief or replacement of any security guards with valid reason at any time.
- 8.12 The Service Provider shall pay all personnel costs under this Agreement such as:
 - a) Wages, salaries and wage adjustments;
 - b) SSS payments and Philhealth Insurance required by law; and
 - c) Government licensing charges and taxes.
- 8.13 There shall be no assignment whatsoever of this contract to a third party.
- 8.14 There shall be no employer-employee relationship between the EVSU-Main Campus and the security guards assigned by the Service Provider.
- 8.15 The Service Provider also warrants that it has not given any money or gift to any official or employee of the EVSU-Main Campus to secure the contract.
- 8.16 The EVSU-Main Campus may, upon written notice within thirty (30) days, rescind the contract for failure of the Service Provider to abide by the herein terms and conditions.

- 8.17 The EVSU-Main Campus has the right to terminate or cancel this contract without the need of judicial action, at any time before its expiration on the following reasonable grounds, such as but not limited to:
 - a) Failure of the Service Provider to maintain a very satisfactory performance rating;
 - b) Assigning security guards whose licenses are expired; and
 - c) Violation of any such terms of this contract.

- 8.18 The Service Provider shall promptly pay the wages and salaries of security personnel assigned at the EVSU-Main Campus.

- 8.19 The Service Provider ensures that all of its security personnel to be deployed are negative from COVID-19.

- 8.20 The Administrative Services Division in cooperation with the Head, Security & Safety Office, shall conduct an assessment or evaluation of the Service Provider every quarter end and a month before the end of the annual contract, wherein the Service Provider shall maintain at least a very satisfactory level of performance (at least 85%) throughout the term of the contract based on the following criteria, to wit:

Criteria		Weight
A.	Quality of service delivered/provided	40
B.	Time management	10
C.	Management & suitability of personnel	20
D.	Contract administration and management	20
E.	Provision of regular progress report	10
Total		100%

- 8.21 The Agreement takes effect upon the signing by the parties and shall be binding upon the administrators, executors, successors and assignees of the parties. The Service Provider shall commence to perform the services called for under the Agreement upon receipt of the Notice to Proceed issued in behalf of the EVSU-Main Campus.