



**REPUBLIC OF THE PHILPPINES
NATIONAL POWER CORPORATION
(Pambansang Korporasyon sa Elektrisidad)**

BID DOCUMENTS

**Name of the Project : SUPPLY OF TWO (2) YEARS SECURITY SERVICES
FOR SPUG- WESTERN MINDANAO AREA PLANTS
AND INSTALLATIONS
(PR NO. S3-MOD23-008)**

PR NO. : S3-MOD23-008

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Telecom and Security Services Division



SECTION I

INVITATION TO BID





National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2023-0439

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2023 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
S1-BAS23-016 / PB230926-NA00270 Lease of 1.1MW Modular Diesel Gensets for Basco DPP	Lease of Modular Diesel Generating Sets or Supply, Delivery, Installation, Test and Commissioning of Diesel Generating Set/s	14 September 2023 9:30 A.M.	26 September 2023 9:30 A.M.	₱ 21,479,000.00 / ₱ 25,000.00
S3-MOD23-008 / PB230926-NA00271 Supply of Two (2) Years Security Services for SPUG-Western Mindanao Area Plants and Installations • Note: The ABC advertised / posted is for One (1) Year Only	Supply of Security Services for Various Facilities (Businesses, Commercial or Industrial) for Protection of Personnel, Equipment and Building Assets	14 September 2023 9:30 A.M.	26 September 2023 9:30 A.M.	₱ 21,116,536.80 / ₱ 25,000.00
MG-A5M23-028 / PB230926-JD00272 Rehabilitation of 150T/15T Overhead Crane for Agus 4 HEP	Rehabilitation, Technical Servicing, Test and Commissioning of Overhead Travelling Crane of at least 150 tons capacity	14 September 2023 9:30 A.M.	26 September 2023 9:30 A.M.	₱ 20,000,000.00 / ₱ 25,000.00
Venue: Kaňao Function Room, NPC Bldg. Diliman, Quezon City				

2. The NPC now invites bids for Items listed above. Delivery of the Goods is required (see table below) specified in the Technical Specifications. Bidders should have completed, within (see table below) 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. (Instruction to Bidders).

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S1-BAS23-016	Twelve (12) Months – Maximum Six (6) Months - Minimum	Ten (10) Years
S3-MOD23-008	Two (2) Years	Five (5) Years
MG-A5M23-028	Ninety (90) Calendar Days	Fifteen (15) Years

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 5183.

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
6. The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

Only registered bidder/s shall be allowed to participate in the conduct of virtual pre-bid conference. **Unregistered bidders** may attend the Pre-Bid Conference at the Kañao Room, NPC subject to the following:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. 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 Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 10. The National Power Corporation 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 R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

**Bids and Contracts Services Division,
Logistics Department**

BIR Road cor. Quezon Avenue

Diliman, Quezon City

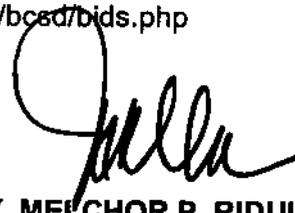
Tel Nos.: 8924-5211 and 8921-3541 local 5564/5211

Fax No.: 8922-1622

Email: bcsd@napocor.gov.ph /

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.napocor.gov.ph/bcsd/bids.php>



ATTY. MELCHOR P. RIDULME
Vice President, Office of the Legal Counsel and
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS



SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS**1. Scope of Bid**

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **SUPPLY OF TWO (2) YEARS SECURITY SERVICES FOR SPUG-WESTERN MINDANAO AREA PLANTS AND INSTALLATIONS** with Purchase Requisition Numbers **S2-MOD23-008**

The Procurement Project (referred to herein as "Project") is grouped in One (1) Lot specified in the Technical Specifications and Bid Price Schedules. Bidders shall have the option of submitting a proposal on any or all Packages. Evaluation and contract award will be undertaken on a per Package basis. Packages shall not be divided further for the purpose of bidding, evaluation, and contract award.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for year one in the amount of (~~₱~~21,116,536.80).

2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

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 exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list

SECTION II – INSTRUCTIONS TO BIDDERS

issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

The foreign bidder claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product. The said certification shall be validated during the post-qualification of bidders.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have a 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 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

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 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 (NPCSF-GOODS-01 - 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 (5) 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

SECTION II – INSTRUCTIONS TO BIDDERS

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.

- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC)(NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started(NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

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 (NPCSF-GOODS-01 - 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**.

SECTION II - INSTRUCTIONS TO BIDDERS

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 tradable 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 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 for **One Hundred Twenty (120) calendar** days from the date of opening of bids. 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

16.1. 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.

SECTION II – INSTRUCTIONS TO BIDDERS

18. Domestic Preference

- 18.1. 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 VI (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 to one (1) Bidder in one complete 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



SECTION III – BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract for the supply of security services for various facilities (businesses, commercial or industrial), for protection of personnel, equipment, and building assets. b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice
10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-5.0 of Section VI - Technical Specifications;
12	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>



SECTION III – BID DATA SHEET

<p>14.1</p>	<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 two percent (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 five percent (5%) of ABC, if bid security is in Surety Bond.
<p>20.1</p>	<p>Additional documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> a. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (eFPS); c. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid; d. Valid and current Mayor's/Business Permit, if under renewal during bidding; e. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); f. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; g. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any. h. Clearance Certificate from Social Security System (updated remittance as of July 2023) i. Certificate from Philippine Health Insurance Corporation that the bidder has remitted PHIC premium contributions for at least one (1) year updated remittance as of July 2023. (August 2022 to July 2023 or later) j. Clearance Certificate from Home Development Mutual Fund (HDMF) with one (1) year validity as of date of bidding including proofs of remittance. <i>(Note: Proofs of remittance for the period not covered by the Certificate shall be submitted up to the month preceding the opening of the bid).</i>
<p>21.2</p>	<p>Notice to Proceed.</p>



SECTION III – BID DATA SHEET



SECTION IV

**GENERAL CONDITIONS OF
CONTRACT**



SECTION IV – GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

The mode and manner of payment are specified in clauses TS-14 and TS-15 of Section VI- Technical Specification.

3. Performance Security

3.1. 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.

3.2. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **SCC**.

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (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.



SECTION IV – GENERAL CONDITIONS OF CONTRACT

5. Warranty

No warranty is required for service contract.

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**



SECTION V – SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The delivery terms applicable to the Contract is DDP delivered to the project site specified in the technical specifications, in accordance with INCOTERMS. 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 – Technical Specifications. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original copy of Firearms license; (ii) Original Receipt of Certificate of Receipts of required Motor Vehicle; (iii) Original Copy License of Required Radio Communication issued by NTC; (iv) List of Ancillary required equipment; (v) Documents specified in Technical Specifications, if any; <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by e-mail the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ; (iii) Original and four copies of Supplier's factory test/inspection report; (iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;



SECTION V – SPECIAL CONDITIONS OF CONTRACT

- (v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site;
- (vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site;
- (vii) Original and four copies of the certificate of origin (for imported Goods); and
- (viii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate including all other documents specified in the Technical Specifications, if any.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Yahcob H. Darayan.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. 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;
- b. Additional requirements specified in Section VI- Technical Specifications, if any;

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.

Transportation –

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.

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.

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

SECTION V – SPECIAL CONDITIONS OF CONTRACT

	<p>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>3.2</p>	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: <p style="margin-left: 40px;">"To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties."</p> 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.



SECTION VI

TECHNICAL SPECIFICATIONS



SECTION VI - TECHNICAL SPECIFICATION

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SECTION VI – TECHNICAL SPECIFICATION

Section VI - Technical Specifications**Part I - Technical Specifications****TS-1.0 SCOPE OF BID**

This specification covers the manpower and technical requirements for the **SUPPLY OF TWO (2) YEARS SECURITY SERVICES FOR SPUG- WESTERN MINDANAO AREA PLANTS AND INSTALLATIONS (PR NO.S3-MOD23-008)**.

TS-2.0 DELIVERY PERIOD AND LOCATION

Delivery Period	Thirty (30) CALENDAR DAYS reckoned from receipt and conformity by the provider in the Notice to Proceed.
Delivery Location	SPUG Western Mindanao Area Plants and Installations

TS-3.0 ELIGIBILITY OF BIDDERS

Below are the other requirements in addition to the eligibility requirements stated in the Instructions to Bidders:

- 3.1 Wholly-owned Filipino Private Security Agency;
- 3.2 Holder of a valid permanent License to Operate issued by the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA);
- 3.3 Has been operating for at least two (2) years and have actually and continuously posted at least 200 guards during the past two (2) years immediately preceding the submission of bids.

TS-4.0 DOCUMENTS TO BE SUBMITTED WITH THE BID, TECHNICAL PROPOSAL

In addition to the requirements stated in the other parts of the tender documents, the bidder shall also submit the following:

- 4.1 Certified True Copy of the valid license to operate a private security agency issued by the PNP-SOSIA;
- 4.2 Certified True Copy of the notarized latest disposition of Clients, Security Guards and Firearms submitted to the PNP-SOSIA which shall not be earlier than two (2) months before the date of bid opening;
- 4.3 List of the registered firearms indicating the description, model, caliber, serial number, license number and corresponding ammunition which shall be dedicated by the Agency to each Installation using Form NPCSF-SEC-



SECTION VI – TECHNICAL SPECIFICATION

01a with the following NPC minimum requirements stated in the following table;

- 4.4 In case the firearms are not available as required in the table below, the Bidders shall execute an affidavit of undertaking, using Form NPCSF-SEC-02 to purchase the required firearms and ammunitions which shall be submitted as attachment to the Form NPCSF-SEC-01a. However, the said firearms and ammos shall be acquired by the Agency and shall submit proof of such acquisition within 15 calendar days after the issuance of Notice of Award. The NPC representative and the Agency shall agree on the date of inspection of all of the requirements covered by the Undertaking prior to actual posting. None compliance on the agreement reached is a ground to nullify the award of contract.
- NPC representative and the Agency shall agree on the date of inspection of all of the requirements covered by the Undertaking prior to actual posting. None compliance on the agreement reached is a ground to nullify the award of contract.

- 4.4 In addition to the firearms and ammunition required below, the Bidders shall also be required to provide the following ancillary equipment listed below. Such equipment shall be verified/validated during post-qualification.

**NATIONAL POWER CORPORATION
SECURITY GUARDS AND EQUIPAGE TO BE ISSUED**

Western Mindanao Operations Division

Installation	CATEGORY OF GUARDS POSTED		TYPE OF FIREARMS	
	Regular	Total	12 Gauge Shotgun	9MM Pistol
1. OM-SPUG Mindanao Operations	4	4		2
2. Sacol DPP	3	3	1	
3. Basilan DPP	3	3	1	
4. PB 119, Isabela Basilan	3	3	1	
5. Tictabon DPP	3	3	1	
6. Manalipa DPP	3	3	1	
7. Tumulutab DPP	3	3	1	
8. Pangapuyan DPP	3	3	1	
9. Great Sta. Cruz DPP	3	3	1	
10. Siasi DPP	4	4	1	1
11. Jolo DPP	6	6	1	1
12. Luuk DPP	3	3	1	
13. Pangutaran DPP	3	3	1	



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14. Bongao DPP	3	3	1	
15. West Simunol DPP	3	3	1	
16. Sibuto DPP	3	3	1	
17. Manuk Mangkaw DPP	3	3	1	
18. Tandubas DPP	3	3	1	
19. Sitangkay DPP	3	3	1	
20. Turtle Island DPP (Taganak)	3	3	1	
21. Tandubanak DPP (Taungho)	3	3	1	
22. Balimbing DPP	3	3	1	
23. Pandami DPP	3	3	1	
24. Languyan DPP	3	3	1	
25. Mapun DPP	3	3	1	
26. Pilas DPP	3	3	1	
27. Lugus DPP	3	3	1	
28. Tapiantana DPP	3	3	1	
29. Lanawan DPP	3	3	1	
30. Tampakan DPP	3	3	1	
31. Tabawan DPP	3	3	1	
32. Saluping DPP	3	3	1	
33. Bubuan DPP	3	3	1	
34. PB 108	3	3	1	
TOTAL	107	107	33	4

NOTE:

- 9MM Firearm shall have 2 magazines with holder (7 rounds per magazine)
- 12 gauge shotgun shall have 1 bullet holder and 12 rounds of ammunition
- Handcuff should be stainless
- Flashlights should be 1000 lumens, rechargeable and all weather
- Base Radio with LCD display and external speaker/PTT. minimum radius of 2km w/ antennae and cable
- Portable Handheld Radio (IP 67 protection and have at least up to 1-6 channels) w/ earphones, spare battery, and charger

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- First Aid Kit shall contain:
 - 1 absorbent cotton (10 Grams)
 - 1 gauze bandage (24 x 20 mesh) or 2" x 6 yds
 - 1 betadine (5 ml.)
 - 1 Alcohol (60 ml., 70% solutions)
 - 1 white flower (1.5 ml)

ZAMBOANGA & ISABELA BASILAN PROVINCE (RIX)		
	<i>Type</i>	<i>Quantity</i>
Ancillary	Metal Detector w/ Battery and Charger (OM-SPUG Mindanao Operations)	1
	Portable Handheld Radio w/ Earphone, Spare Battery and charger (OM-SPUG Mindanao Operations)	2
	Flashlight, 1000 lumens, Waterproof and Rechargeable	10
	Handcuffs, Stainless	10
	First Aid Kit	10

JOLO-SULU AND TAWI-TAWI AREA (BARM)		
	<i>Type</i>	<i>Quantity</i>
Ancillary	Metal Detector w/ Battery and Charger (Siasi DPP and Jolo DPP)	2
	Flashlight, 1000watts, Waterproof and Rechargeable	27
	Handcuffs, Stainless	27
	Portable Handheld Radio w/ Earphone, Spare Battery and charger (Siasi DPP and Jolo DPP)	4
	First Aid Kit	27

- Aside from the equipment stated above and based on the Inter- Agency Task Force for the Management of Emerging Infectious Diseases, the Bidders shall also be required to provide Personal Protective Equipment (PPE) such as face mask or such other protective equipment that can effectively lessen the transmission of COVID-19.

TS- 5.0 BID PRICE COMPUTATION

The detailed computation of the bid price per installation shall be accomplished using Form NPCSF-SEC-03. Below are the guidelines and basis of the computations of the bid:

- 5.1 Wages shall be in accordance with the latest wage order applicable in the region where the Office/Installation is located as prescribed by law;
- 5.2 Statutory contributions and mandated taxes shall be in accordance with the latest issuances from concerned agencies;



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- 5.3 Supervising and Senior guards shall respectively receive an additional amount at least Php 350.00 and Php 150.00 per month as allowance which is Separate from the average basic pay;
- 5.4 All guards shall receive at least Php 50.00 monthly uniform allowance which is separate from the one (1) set of uniform to be given free prior to the commencement of the contract;
- 5.5 Bidders shall not offer an amount lower than the standard minimum wage, statutory obligations and mandated taxes in its financial proposal. Violation thereof shall automatically disqualify the bidder and the imposition of an administrative penalty of suspension from participating in the public bidding process for having submitted bids containing false information, an act punishable under the Implementing Rules and Regulations of R. A. 11917.
- 5.6 Bid Price Computation Forms are already filled-up for items A, B and C. Amounts already provided shall not be altered. Alterations of such prices shall be ground for disqualification. Only items D, E and F shall be provided with rates by bidders, however, item E (VAT) shall be 12% of D, and;
- 5.7 Other statutory requirements and impositions.

TS – 6.0 AWARD CRITERIA

- 6.1 NPC shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB) at its submitted price or its calculated bid price, whichever is lower.
- 6.2 In the occurrence of a tie after the conduct of detailed evaluation and post qualification where two or more bidders are determined and declared as the Lowest Calculated and Responsive Bidders, "draw lots" shall be used as a tie breaking method to determine the single winning bidder.
- 6.3 The Bidder's offer must be within the total ABC.

TS- 7.0 AGENCY'S OBLIGATIONS AND RESPONSIBILITIES

- 7.1 The AGENCY shall at all times abide by the provisions of the Republic Act 11917 (RA 11917) and its IRR.
- 7.2 The AGENCY shall be liable for any death, injury and/or loss/damages to life and/or property within NPC's premises due to theft, pilferage, robbery and other unlawful acts committed by its guards, or by third persons when such could have been avoided/ prevented had the Agency guard not been negligent or remiss in the performance of his/her assigned duties and responsibilities, provided that such death/injury and/or loss/damage shall be reported by NPC to the Agency within forty-eight (48) hours from the time of discovery of such.

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- 7.3 The AGENCY, including its personnel, shall not be allowed to construct/build any housing facilities/quarters/tenements or structure within NPC premises and/or watershed area.

NPC reserves the right to evict any unlawful occupant and demolish any unauthorized tenement or structure without due notice.

If necessary, the AGENCY may provide housing facilities or quarters for their security personnel outside of NPC premises at their own expense.

- 7.4 Awardees of Security Services Contract may source at least 30% of its manpower requirement for each installation /facility from qualified residents of the host municipality. Should this be insufficient or impractical, it may source them from the host province where the contract is to be undertaken.
- 7.5 It is expressly understood and agreed that for all legal intents and purposes, all the guards of the AGENCY employed under this Contract shall not be considered employees of NPC. The AGENCY assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract.
- 7.6 All administrative costs incurred by NPC to undertake direct remittance to the concerned Agencies shall be chargeable to the AGENCY in the amount equivalent to 0.5% of the remittance amount but should be no less that P 1,000.00 or no more than P 5,000.00 per remittance transaction deductible from the Agency Share, without prejudice for possible termination of contract at NPC'S discretion.
- 7.7 The AGENCY shall maintain a satisfactory level of performance throughout the two (2) years contract based on the performance criteria which may include but not limited to the following:

7.7.1 Quality of Service Delivered;

7.7.1.1 The AGENCY shall provide the appropriate number of guards for three (3) shifts a day. The regular daily tour of duty for each guard shall be eight (8) hours, and no guard shall be made to render more than eight (8) hours duty within a 24-hour period except in cases of extreme necessity and only upon prior written permission of NPC (head of installation organic security officer or authorized representative). The AGENCY shall provide reserve guards, which shall not be less than ten percent (10%) of the total number of regular guards required under this Contract;

7.7.1.2 The AGENCY shall ensure and guarantee that its security guards shall familiarize themselves with NPC's officers and all the installation's personnel, and at all time accord to them the highest respect and courtesy;



SECTION VI – TECHNICAL SPECIFICATION

7.7.1.3 The AGENCY hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of NPC 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 NPC including authorized visitors in the execution of their duties;

7.7.1.4 The AGENCY shall diligently and faithfully serve the best interests of the NPC 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 NPC which any member of the security force of the AGENCY may have acquired by reasons of such contractual relationship;

7.7.2 Time Management:

7.7.2.1 The AGENCY hereby guarantees that the salaries of guards detailed with NPC shall be paid during the regular working hours and at the installation where the guards are serving, not later than the 20th and 5th day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the AGENCY, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for NPC to terminate the service contract;

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

7.7.3 Management and Suitability of Personnel;

7.7.3.1 The AGENCY shall assign only members of the security force who are acceptable to NPC (head of installation or his designee) and the AGENCY shall not pull out any security guard from NPC or redeploy any guard to another installation or facility of NPC without the written consent of the latter;

7.7.3.2 The AGENCY shall assign to NPC well trained, experienced, licensed, uniformed and armed guards who shall meet the qualifications listed below. NPC shall have the right to reject the AGENCY'S proposed guard/s if found not in accordance with NPC'S qualification requirement;

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- 7.7.3.2.1 For Supervising/Senior Security Guards, must have finished Basic Security Supervisory Course and at least five (5) years experience in supervisory security work. For the Regular Guard, at least High School graduate and must have finished Pre-Licensing Training Course;
- 7.7.3.2.2 Physically fit as per NPC standard; 5' 4" in height; 25 years of age for supervisory position; age-between 21 and 50 years (for new applicants and SG's in non-supervisory position);
- 7.7.3.2.3 Not related to any NPC personnel within the 4th degree of consanguinity or affinity in the area, complex, installation or project being serviced;
- 7.7.3.2.4 Of good moral character, mentally sound and without criminal or police record; must have clearance from the PNP Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Neuro-Psychiatrist duly accredited by the Philippine National Police;
- 7.7.3.2.5 Possess the qualifications as prescribed in Section 82 and 86, Rule 26 of Rules and Regulation implementing RA 11917.

7.7.4 Contract Administration and Management, and;

- 7.7.4.1 The AGENCY shall provide each guard with the appropriate AGENCY-owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by NPC in the future as warranted by the situation, during his tour of duty, including but not limited to office and transportation equipment and such other accessories or related equipment, tools, supplies and materials for the use, service and control of the security force under this Contract;
- 7.7.4.2 The AGENCY shall, together with its billings, submit to NPC a certificate/proof of compliance from the END USER/NPC installation Head re: complete delivery/availability of materials/supplies/equipage required in this Contract. Any provision/material/gadget, tool paraphernalia, employee's uniform protective and safety gears, etc., required in this Contract regardless whether charge to NPC, AGENCY or their employees but were not provided by the AGENCY shall be deducted with 25% surcharge upon the AGENCY after two (2) consecutive written advise/demand without compliance;
- 7.7.4.3 The AGENCY shall exercise effective administration, control, supervision and inspection, through its Supervising Security Guards and/or the Senior Security Guards, to prevent any violation or commission of anomalous acts by the guards,

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whether on or off duty. The AGENCY shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to NPC's personnel or visitors, or damage/loss to NPC's properties or those of its personnel or visitors within the service areas;

7.7.4.4 The AGENCY shall provide for free one (1) complete set of uniform to each guard at the start of this Contract;

7.7.4.5 The AGENCY shall provide NPC with the number of guards required by the contract as enumerated in the Annex of the contract, and any decrease or increase in the number of guards shall require the written approval of NPC

7.7.5 Regular Progress Reports;

7.7.5.1 The AGENCY shall submit promptly every morning to NPC (head of Installation or his designee) the shift guard mounting reports, as well as reports of all incidents of loss, injury or damage to life and property, involving NPC's property and personnel as well as non-NPC property or personnel, that occurred during the previous day.

TS- 8.0 RIGHTS OF NPC

- 8.1 NPC, TSSD or its authorized representative shall conduct inspection in ranks/formation of guards, firearms and other equipage as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter;
- 8.2 NPC, TSSD or its authorized representative shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.
- 8.3 NPC, TSSD or its authorized representative shall have the right to screen, select, accept and/or reject AGENCY'S individual guards in accordance with NPC'S preset criteria.
- 8.4 NPC, TSSD or its authorized representative 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, TSSD or its authorized representative shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violation(s) committed by the AGENCY guards, as provided in item 8.2. This right of inspection by NPC shall not relieve AGENCY from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.
- 8.5 Whenever NPC, TSSD or its authorized representative informs AGENCY in writing that any contracted guard, including any AGENCY personnel, in its findings and/or opinion is undesirable, the AGENCY shall, within twenty-four

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(24) hours from notice, relieve the employee and never again be assigned to NPC's premises mentioned herein, or to any other NPC's installation, and if, for any reason which it deems necessary to protect its interest, NPC TSSD or its authorized representative shall request in writing the revamp of the entire security force, AGENCY shall effect the same without additional cost on the part of NPC.

8.6 AGENCY security guards and personnel shall be under the supervision and control of NPC, TSSD or its authorized representative with respect to deployment, work shifts and execution of security plans.

8.7 NPC, 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 AGENCY.

8.8 NPC, TSSD or its authorized representative shall have access to records of payment of salaries and/or auditorial right over the payroll of AGENCY.

8.9 NPC, TSSD or its authorized representative shall deduct the penalties for absences and tardiness of the security guards and other violations of the guards and of the AGENCY from AGENCY'S monthly billings as provided in Article VIII hereof.

TS-9.0 TRANSFER/ ASSIGNMENT OF POWER BARGE

The transfer / assignment of power barge to areas with lower wage rate shall in no case result to the reduction of higher wages being enjoyed by the guard posted at the power barge prior to such transfer / assignment. However, where the power barge is transferred / assigned to an area with higher wage rate the guard posted at the power barge shall be entitled to the higher wage therein.

TS-10.0 ADMINISTRATIVE SANCTIONS**10.1 Sanctions against Private Security Professional**

10.1.1 Classification of offenses. The following terms shall be construed to mean as indicated which shall likewise refer to the individual person as private security professional:

10.1.1.1 Light offenses shall include, but not limited to:

10.1.1.1.1 Unauthorized/improper use of uniforms and accoutrements;

10.1.1.1.2 Use of profane languages;

10.1.1.1.3 Acts of discourteousness;

10.1.1.1.4 Failure to notify/call the head of installation or his designee, and nearest PNP Station or law enforcement agency, in case of disorders, riots or strikes and other emergency cases;



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- 10.1.1.1.5 Late or failure to maintain and/or submit records/reports;
 - 10.1.1.1.6 Performing acts other than his/her official functions not related to security professions;
 - 10.1.1.1.7 All acts prejudicial to good conduct, behavior, morals, and similar acts, pursuant to existing laws, rules and regulations; and
 - 10.1.1.1.8 Other similar offenses.
- 10.1.1.2 Less grave offenses shall include, but not limited to:
- 10.1.1.2.1 Not having in possession his/her license to exercise profession, duty detail order, firearms license (when carrying firearms) while on duty;
 - 10.1.1.2.2 Use of uniform not appropriate for one's ranks or position;
 - 10.1.1.2.3 Violation of any of the 11 General Orders;
 - 10.1.1.2.4 Illegal discharge of firearms;
 - 10.1.1.2.5 Deliberate refusal to cooperate with the implementation of law enforcement activities;
 - 10.1.1.2.6 Abusive behavior;
 - 10.1.1.2.7 Being under the influence of liquor or any other intoxicating substance while on duty; and
 - 10.1.1.2.8 Other similar offenses pursuant to existing laws, rules and regulations.
- 10.1.1.3 Grave offenses shall include, but not limited to:
- 10.1.1.3.1 Using uniform other than that prescribed under the Implementing Rules of RA 11917;
 - 10.1.1.3.2 Using personally owned or unlicensed firearm during tour of duty;
 - 10.1.1.3.3 Allowing the use/lending issued firearms to unauthorized persons;
 - 10.1.1.3.4 Assisting, abetting or protecting criminals while on duty or during off duty;
 - 10.1.1.3.5 Unauthorized access / disclosure of classified information to any person;



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- 10.1.1.3.6 Refusal to provide information to authorized persons;
- 10.1.1.3.7 Illegal search;
- 10.1.1.3.8 Indiscriminate discharge of firearm;
- 10.1.1.3.9 Abuse beyond the scope of authority;
- 10.1.1.3.10 Misrepresentation in the submission of documents for renewal of license;
- 10.1.1.3.11 Use of and / or employment of canine teams for purposes of committing threats; intimidation, coercion or any other crimes / offenses, including show of force;
- 10.1.1.3.12 Commission of crimes involving moral turpitude and other special laws; and
- 10.1.1.3.13 Other similar or analogous offense pursuant to existing laws, rules and regulations.

10.1.2 Penalties. Without prejudice to criminal prosecution, the following penalties maybe imposed, after due process, upon any private security personnel, thereafter found guilty of committing any of the offenses previously enumerated in the three immediately preceding sections:

- 10.1.2.1 For light offenses. – One (1) to thirty (30) days suspension or a fine ranging from One Hundred Pesos minimum to Five (5) Hundred Pesos maximum (PhP 100.00-PhP 500.00) or both;
- 9.1.2.2 For less grave offenses. – One (1) month and one (1) day to six (6) months suspension or a fine ranging from Five Hundred Pesos minimum to One Thousand Pesos maximum (PhP500.00-PhP 1,000.00) or both; and
- 9.1.2.3 For grave offenses. – Suspension, termination of the guard's service upon receipt written notice and shall not be assigned to any NPC installation.

10.2 Sanctions against Private Security Agencies

- 10.2.1 A fine shall be imposed to the Agencies the amount of One hundred Thousand Pesos (100,000.00) for the first offense; Two Hundred Thousand Pesos (200,000.00) for the second offense; and Three Hundred Thousand Pesos (300,000.00) and termination of contract for the third offense upon thirty (30) days prior notice therefore to AGENCY.
- 10.2.2 Classification of offenses. Except in cases already specifically provided in this contract, the following term shall be construed to mean as indicated:



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- 10.2.2.1 Light offenses committed by AGENCY shall include, but not limited to:
 - 10.2.2.1.1 Late or failure to maintain and/or submit records/reports;
 - 10.2.2.1.2 Posting security personnel not covered by written contract; and
 - 10.2.2.1.3 Other similar offense pursuant to existing laws, rule and regulations.
- 10.2.2.2 Less grave offense committed by AGENCY shall include but not limited to:
 - 10.2.2.2.1 Ordering its posted security guards to conduct illegal search;
 - 10.2.2.2.2 Posting unlicensed personnel for duty;
 - 10.2.2.2.3 Posted personnel not wearing the prescribed uniform; and
 - 10.2.2.2.4 Other similar offense pursuant to existing laws, rules and regulations.
- 10.2.2.3 Grave offense committed by AGENCY shall include but not limited to:
 - 10.2.2.3.1 When the Agency has been found to be violating the minimum wage rates fixed by law that should be granted to the security guards.
 - 10.2.2.3.2 Use and / or possession of firearm that is personally owned by the guard or other person or entity other than the firearm of the Agency.
 - 10.2.2.3.3 Issuing unlicensed firearm to guards;
 - 10.2.2.3.4 Abuse or acting beyond the scope of authority;
 - 10.2.2.3.5 Use and/or employment of security guard for purposes of committing threats, intimidation, coercion or any other crime/offenses, including show of force;
 - 10.2.2.3.6 Violation of Sections 237 (Security Services Operator's Creed), 238 (Code of Conduct), and 239 (Ethical Standards of the Security Services Operators) of the IRR of RA 11917;
 - 10.2.2.3.7 Other similar offense pursuant to existing laws, rule and regulations.

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10.2.3 Penalties. Without prejudice to criminal prosecution, the following penalties may be imposed on the AGENCY after due process and thereafter found guilty of committing any of the offenses previously enumerated in immediately preceding section.

10.2.3.1 For light offense committed by AGENCY:

- 10.2.3.1.1 Deduction from the billing of PhP 5,000.00 for 1st offense;
- 10.2.3.1.2 Deduction from the billing of PhP 10,000.00 for 2nd offense; and
- 10.2.3.1.3 Deduction from the billing of PhP 15,000.00 and termination of contract upon thirty (30) days prior written notice therefore to AGENCY for 3rd offense

10.2.3.2 For less grave offense committed by AGENCY:

- 10.2.3.2.1 Deduction from the billing of PhP 10,000.00 for 1st offense;
- 10.2.3.2.2 Deduction from the billing of PhP 20,000.00 for 2nd offense; and
- 10.2.3.2.3 Deduction from the billing of PhP 30,000.00 and termination of contract upon thirty (30) days prior written notice to AGENCY for 3rd offense.

10.2.3.3 For grave offense committed by AGENCY:

- 10.2.3.3.1 Deduction from the billing of PhP 50,000.00 for 1st offense;
- 10.2.3.3.2 Deduction of PhP 100,000.00 for 2nd offense; and
- 10.2.3.3.3 Termination of contract upon thirty (30) days prior written notice therefore to AGENCY for the 3rd offense.

10.2.4 Miscellaneous

NPC, TSDD or his designee shall impose on AGENCY penalties for violations of this Contract committed by the AGENCY as listed below, if applicable:

<u>AGENCY VIOLATIONS</u>		<u>PENALTY</u>
a)	AGENCY failed to provide the required service vehicle as per Contract.	Deduction from the billing of Php 1,000.00 per vehicle per day.



SECTION VI – TECHNICAL SPECIFICATION

b)	AGENCY'S service vehicle is unserviceable or not usable.	Agency shall repair vehicle w/in 2 days and NPC to start deduction from the billing of Php 1,000.00 per vehicle per day after 2 days, if not repaired or not usable.
c)	AGENCY provided a service vehicle but not in accordance with the Contract.	Deduction from the billing of Php 500.00 per vehicle per day.
d)	AGENCY'S radio/communication equipment is defective or unserviceable.	Deduction from the billing of Php 100.00 per radio equipment per day.
e)	AGENCY failed to provide the required number of radios or communications equipment as required by the Contract or the issued radios or communications has no license.	Deduction from the billing of Php 100.00 per radio or communications equipment per day.
f)	AGENCY issued a firearm of lower caliber than required by the Contract.	Deduction from the billing of Php 100.00 per firearm per day.
g)	AGENCY 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 Php 75.00 each for lacking or unserviceable equipment per day.
h)	AGENCY has not issued any magazine or holder for extra ammunition.	Deduction from the billing of Php 50.00 per magazine per day.
i)	AGENCY has issued ammunitions short of the requirements as per Contract or has issued defective bullets.	Deduction from the billing of Php 30.00 per unavailable ammo per day.
j)	Guard performing duty for more than eight (8) hours without written permission from the head of installation.	Deduction from the billing of Php 100.00 per violation.
k)	AGENCY failed to issue firearm or the issued firearm to posted guard is defective	Deduction from the billing of Php 200.00 per post/ firearm per day.
l)	AGENCY has posted security guard without whistle and night stick.	Deduction from the billing of Php 50.00 per violation per day
m)	AGENCY has posted security guard sporting the non-regulation haircut, beard/mustache.	Deduction from the billing of Php 50.00 for 1 st offense; Php 100.00 for 2 nd offense; and Php 150.00 for 3 rd offense.
n)	Security guard smoking while on duty.	Deduction from the billing of Php 50.00 for 1 st offense; Php 100.00 for 2 nd offense; and Php 150.00 for 3 rd offense

10.3 NPC, TSSD or his designee shall inform AGENCY of any offense or violation of rules, name of guard apprehended, time and date of apprehension. Apprehension reports shall be signed by apprehended party and apprehending party.

TS- 11.0 RIGHTS OF NPC TO TERMINATE CONTRACT

11.1 It is expressly understood herein that the relationship of AGENCY with NPC is based purely on the trust and confidence of the latter in the former and that NPC shall have the right to terminate the Contract in case of loss of said trust and confidence in AGENCY, upon thirty (30) days prior written notice therefore to AGENCY.



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- 11.2 NPC shall have the right to terminate the Contract, after a thirty- (30) day written notice therefore to the AGENCY on the following grounds:
- 11.2.1 When AGENCY guard has willfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any NPC personnel inside NPC premises/installation while on official duty.
 - 11.2.2 When AGENCY guard has willfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of NPC, great destruction of NPC properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.
 - 11.2.3 When AGENCY has violated other obligation required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by NPC.
 - 11.2.4 When AGENCY fails to pay the salaries of any guard in accordance with Annex "A" of the Contract for one (1) month without just cause.
 - 11.2.5 When upon result of the audit findings, NPC finds the AGENCY resorting to unauthorized, illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.
 - 11.2.6 When NPC finds the AGENCY to have failed in their obligation to any of its guards based on the AGENCY'S Contract with NPC, thus, affecting the state of morale and efficiency of the entire force.
 - 11.2.7 When AGENCY increased or decreased the number of guards without written approval of NPC.
- 11.3 NPC as its interest may require, shall have the right to cancel or terminate the award of this Contract when the AGENCY, upon written notice, fails to comply any or all of the following, before the initial posting:
- 10.3.1 Open a Special Bank Account as provided under this Contract to be presented to NPC;
 - 10.3.2 Present physically to NPC (head of installation or his designee) all the equipage requirement under this Contract, including the list of names of security guards to be posted; and/or
 - 10.3.3 Provide the performance security as required under this Contract within the reasonable period prescribed by NPC.
- 11.4 NPC may, without incurring any liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to the AGENCY. The notice of termination shall specify that such termination is for NPC's convenience and state the extent

SECTION VI – TECHNICAL SPECIFICATION

to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

TS-12.0 RIGHT TO VARY SECURITY SERVICES REQUIREMENTS

12.1 NPC shall have the right, as its interest may require, to vary its security services requirements, including the right to increase or decrease the number of guards, to increase/decrease or change logistic/equipage requirements which shall be in the form of an addendum to the Contract. The agency shall correspondingly comply within twenty four (24) hours from receipt of a written notice to that effect from NPC. An increase in the number of guards and logistical requirements may involve extension of services to other NPC offices, plants and installations.

TS-13.0 PRIVATIZATION

13.1 In the event that the ownership/operation of any power plant, facility, installation or office is transferred to another entity as a result of privatization, any of the following shall govern, at the option of NPC;

13.1.1 The contractual obligation of NPC under the contract for security services may be transferred to the new owner / operator of the plant subject to the written consent of the Agency and the new owner / operator of the plant. The contract shall cease to have force and effect if the consent of the Agency and the new owner / operator of the plant, facility, installation or office cannot be obtained;

13.1.2 Pre-termination of the contract provided that the written notice is given by NPC to the supplier at least thirty (30) days prior to termination.

The above shall be without prejudice to payment of claims which were incurred prior to the transfer of the contractual obligation or termination of the contract.

TS-14.0 SELECTION OF REPLACEMENT FOR UNEXPIRED PORTION OF THE CONTRACT

14.1 Should NPC pre-terminate the services of the Agency, the unexpired life of the contract shall be awarded to the Corporation's other existing security service contractors which is nearest or contiguous to the affected Installation, within the functional grouping, as necessary, provided that, i) the original contract is a result of a competitive bidding; ii) it is within the contracting capacity of the contractor; iii) the amount involved does not exceed the amount of the on-going contract; and iv) the total number of guards posted by the replacement Agency shall not exceed one thousand (1,000) guards nationwide;

14.2 NPC, as its interest may require, may extend a security contract in favor of the incumbent Agency or any Agency within the functional grouping as necessary, which is nearest the Installation subject to the discretion of the Functional Group Head as regards to the Agency's performance. Such



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arrangement, however, shall be on a month-to-month basis and merely temporary and should be effective only for the duration of the existence of legal impediments to the conduct of public bidding, the award of the contract and the assumption of duty of the duly awarded bidder, provided further, that the total number of guards posted by the replacement Agency shall not exceed one thousand (1,000) guards nationwide.

Should this be unfeasible, then the Functional Group Head shall award the contract to any eligible agency of its choice, on the basis primarily of cost.

TS-15.0 MODE OF PAYMENT

15.1 NPC shall pay the AGENCY based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month which will be included as Annex of the contract, and deductions for penalties under Article VIII hereof. It is understood that the AGENCY'S billings include all the statutory compensation and benefits due to its security guards. During the effectivity period of this Contract, any increases in the minimum wage applicable to the security guards shall be the sole responsibility of AGENCY except if as a result thereof, the new minimum wage will be more than the present rate of the guards as agreed upon in this Contract, in which case, the difference thereof will be shouldered by NPC.

15.2 The AGENCY shall inform NPC of the place and time of payment of wages and the AGENCY may proceed with the payment of wages should NPC'S representative, without the obligation to do so, fail to arrive on the specified time and place to witness the payment.

TS-16.0 MANNER OF PAYMENT

16.1 Payment per 15 day period of security services rendered by the AGENCY shall be paid by NPC within 30 days from receipt of the billing made by the AGENCY which shall be supported by a properly accomplished payroll showing the gross amount earned deductions and the net amounts payable to the security guards and properly signed daily time records. Where bundy clock is available, accomplished time cards shall be submitted. The number of security guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period. For documentation purposes, the AGENCY shall submit to NPC (head of installation or its designated security officer) every billing period, any apprehension reports concerning offenses or violations of rules committed hereof. Deductions, if any, from billings shall be charged against the AGENCY's share during the succeeding billing period.

16.2 The AGENCY hereby binds itself to pay its employees in accordance with the provisions of pertinent laws and/or other legal issuances governing security agencies. The AGENCY shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine Laws relative to its employees. If NPC becomes liable to any employee of the



SECTION VI – TECHNICAL SPECIFICATION

AGENCY under the provisions of any law resulting from the AGENCY'S failure to comply with said law, the AGENCY shall reimburse NPC for all payments made to said employee, including the cost of suit as the case may be. The AGENCY shall, together with its billings, submit to NPC a statement under oath that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.

- 16.3 The AGENCY shall, upon receipt of NPC's Notice to Proceed, open a SPECIAL BANK ACCOUNT in the name of the AGENCY's Guard Payroll Fund with any reputable bank acceptable to NPC in an amount equivalent to one (1) month salary of all guards servicing NPC's installation computed on the basis of the monthly rates per guard per 8 hour duty as indicated in the contract Annex.
- 16.4 An updated Certificate of Bank Deposit or authenticated/certified copy of bank account book/statement issued by the Bank for the billing month shall be attached to the 15th and end of the month billing of the AGENCY subject to verification of its authenticity by NPC.
- 16.5 Withdrawals from the "Payroll Fund" shall be made under the following conditions:
- 16.5.1 The amount to be withdrawn shall be limited and used only for payment of salaries of security guards assigned to NPC's installation(s) mentioned herein.
- 16.5.2 The AGENCY can withdraw the whole amount of the deposit upon termination of the security service contract with NPC.
- 16.6 Such withdrawals from the "Payroll Funds" shall be replenished in the following manner:
- 16.6.1 At the end of every billing period, the AGENCY shall submit to NPC's installation being serviced, its regular billing invoice, the official guard detail duly signed by the AGENCY (Supervisor) and NPC's head of installation or his designee, including the accomplished and approved guards' daily time records, a copy of the paid-up payroll complete with guards' signature and for the first claim, a copy of this Security Services Contract.
- 16.6.2 NPC's Installation head shall forward the documents to the appropriate offices for processing and payment.
- 16.6.3 NPC shall prepare two (2) checks for each billing period, one payable to the AGENCY's Special Bank Account (Guards' Payroll Fund) as replenishment of the withdrawals for the period, and the other payable to the AGENCY as payment for its share and the remittances to the SSS, State Insurance/ECC, PhilHealth and Pag-IBIG Fund. The two (2)-check payment system may be modified by NPC and the AGENCY, provided, that such modification is in writing and signed by both parties. This agreement shall be in the form of an Addendum to be attached to the main Contract. The AGENCY shall also submit monthly a notarized affidavit, including proof of remittance that all contributions in favor of the guards are

SECTION VI – TECHNICAL SPECIFICATION

properly remitted to the concerned government agencies, which shall form part of the documentary requirements in the AGENCY's billing with NPC.

16.7 The AGENCY agrees and authorizes NPC to pay directly to the guards any and/or all amounts due to them for any given period under any of the following circumstances:

16.7.1 When NPC has reasonable grounds to believe that notwithstanding the withdrawal of the deposit from the Payroll Fund, payment of the guards' salaries are still being unduly delayed;

16.7.2 When the AGENCY fails to maintain Special Bank Account or misapplies the deposited amount thereby failing to pay the salaries of the guards on time;

16.7.3 When requested in writing by the majority of the regular guards in an installation or package due to the following reasons: perennial and unreasonable delay in the payment of their salaries attributable to the AGENCY; illegal, involuntary or unauthorized deductions; the financial system of the AGENCY results to unreasonable delay; or, the existence of any circumstance(s) warranting a direct payment scheme of their salaries.

All administrative costs incurred by NPC to undertake direct payment to the guards shall be chargeable to the AGENCY in the amount equivalent to 0.5% of the transaction price/cost but should be no less than Php 1,000.00 or no more than Php 5,000.00 per payment transaction deductions from the Agency Share, without prejudice for possible termination of contract at NPC's discretion.

SECTION VI – TECHNICAL SPECIFICATION

11.2 NPC shall have the right to terminate the Contract, after a thirty- (30) day written notice therefore to the AGENCY on the following grounds:

11.2.1 When AGENCY guard has willfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any NPC personnel inside NPC premises/installation while on official duty.

11.2.2 When AGENCY guard has willfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of NPC, great destruction of NPC properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.

11.2.3 When AGENCY has violated other obligation required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by NPC.

11.2.4 When AGENCY fails to pay the salaries of any guard in accordance with Annex "A" of the Contract for one (1) month without just cause.

11.2.5 When upon result of the audit findings, NPC finds the AGENCY resorting to unauthorized, illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.

11.2.6 When NPC finds the AGENCY to have failed in their obligation to any of its guards based on the AGENCY'S Contract with NPC, thus, affecting the state of morale and efficiency of the entire force.

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SECTION VI – TECHNICAL SPECIFICATION

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TS-12.0 RIGHT TO VARY SECURITY SERVICES REQUIREMENTS

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13.1.2 Pre-termination of the contract provided that the written notice is given by NPC to the supplier at least thirty (30) days prior to termination.

The above shall be without prejudice to payment of claims which were incurred prior to the transfer of the contractual obligation or termination of the contract.

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- 14.1 Should NPC pre-terminate the services of the Agency, the unexpired life of the contract shall be awarded to the Corporation's other existing security service contractors which is nearest or contiguous to the affected Installation, within the functional grouping, as necessary, provided that, i) the original contract is a result of a competitive bidding; ii) it is within the contracting capacity of the contractor; iii) the amount involved does not exceed the amount of the on-going contract; and iv) the total number of guards posted by the replacement Agency shall not exceed one thousand (1,000) guards nationwide;

SECTION VI – TECHNICAL SPECIFICATION

- 14.2 NPC, as its interest may require, may extend a security contract in favor of the incumbent Agency or any Agency within the functional grouping as necessary, which is nearest the Installation subject to the discretion of the Functional Group Head as regards to the Agency's performance. Such arrangement, however, shall be on a month-to-month basis and merely temporary and should be effective only for the duration of the existence of legal impediments to the conduct of public bidding, the award of the contract and the assumption of duty of the duly awarded bidder, provided further, that the total number of guards posted by the replacement Agency shall not exceed one thousand (1,000) guards nationwide.

Should this be unfeasible, then the Functional Group Head shall award the contract to any eligible agency of its choice, on the basis primarily of cost.

TS-15.0 MODE OF PAYMENT

- 15.1 NPC shall pay the AGENCY based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month which will be included as Annex of the contract, and deductions for penalties under Article VIII hereof. It is understood that the AGENCY'S billings include all the statutory compensation and benefits due to its security guards. During the effectivity period of this Contract, any increases in the minimum wage applicable to the security guards shall be the sole responsibility of AGENCY except if as a result thereof, the new minimum wage will be more than the present rate of the guards as agreed upon in this Contract, in which case, the difference thereof will be shouldered by NPC.

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TS-16.0 MANNER OF PAYMENT

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- 16.2 The AGENCY hereby binds itself to pay its employees in accordance with the provisions of pertinent laws and/or other legal issuances governing



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security agencies. The AGENCY shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine Laws relative to its employees. If NPC becomes liable to any employee of the AGENCY under the provisions of any law resulting from the AGENCY'S failure to comply with said law, the AGENCY shall reimburse NPC for all payments made to said employee, including the cost of suit as the case may be. The AGENCY shall, together with its billings, submit to NPC a statement under oath that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.

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- 16.5.1 The amount to be withdrawn shall be limited and used only for payment of salaries of security guards assigned to NPC's installation(s) mentioned herein.
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- 16.6.2 NPC's Installation head shall forward the documents to the appropriate offices for processing and payment.
- 16.6.3 NPC shall prepare two (2) checks for each billing period, one payable to the AGENCY's Special Bank Account (Guards' Payroll Fund) as replenishment of the withdrawals for the period, and the other payable to the AGENCY as payment for its share and the remittances to the SSS, State Insurance/ECC, PhilHealth and Pag-IBIG Fund. The two (2)-check payment system may be modified by NPC and the AGENCY, provided, that such modification is in



SECTION VI – TECHNICAL SPECIFICATION

writing and signed by both parties. This agreement shall be in the form of an Addendum to be attached to the main Contract. The AGENCY shall also submit monthly a notarized affidavit, including proof of remittance that all contributions in favor of the guards are properly remitted to the concerned government agencies, which shall form part of the documentary requirements in the AGENCY's billing with NPC.

- 16.7 The AGENCY agrees and authorizes NPC to pay directly to the guards any and/or all amounts due to them for any given period under any of the following circumstances:
- 16.7.1 When NPC has reasonable grounds to believe that notwithstanding the withdrawal of the deposit from the Payroll Fund, payment of the guards' salaries are still being unduly delayed;
 - 16.7.2 When the AGENCY fails to maintain Special Bank Account or misapplies the deposited amount thereby failing to pay the salaries of the guards on time;
 - 16.7.3 When requested in writing by the majority of the regular guards in an installation or package due to the following reasons: perennial and unreasonable delay in the payment of their salaries attributable to the AGENCY; illegal, involuntary or unauthorized deductions; the financial system of the AGENCY results to unreasonable delay; or, the existence of any circumstance(s) warranting a direct payment scheme of their salaries.

All administrative costs incurred by NPC to undertake direct payment to the guards shall be chargeable to the AGENCY in the amount equivalent to 0.5% of the transaction price/cost but should be no less than Php 1,000.00 or no more than Php 5,000.00 per payment transaction deductions from the Agency Share, without prejudice for possible termination of contract at NPC's discretion.

SECTION VII

**SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)**



SECTION VII- SCHEDULE OF REQUIREMENTS

**SECTION VII- SCHEDULE OF REQUIREMENTS
 (BID PRICE SCHEDULE)**

Western Mindanao Area Plants and Installations

ITEM NO.	Installation/Plant/Office	WAGE ORDER	QTY. - UNIT		UNIT PRICE PER MONTH FOR SECURITY SERVICES TO BE SUPPLIED AND RENDERED				TOTAL PRICE FOR TWO (2) YEARS CONTRACT
					Amount Due to Guards per Month (Phil. Peso)	Amount to be Remitted to Phil. Govt. per Month (Phil. Peso)	Administrative Overhead & Profit Margin (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt.	Local Currency (Phil. Peso) $\{(D) \times (F+G+H+I) \times 24\text{mos.}\}$
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1	OM-SPUG Mindanao Operations	RIX-21	4	Reg. Guard	13,006.68	1,463.53			
2	Sacol DPP	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
3	Basilan DPP	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
4	PB 119, Isabela, Basilan	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
5	Tictabon DPP	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
6	Manalipa DPP	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
7	Tumalutab	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
8	Pangapuyan DPP	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
9	Great Sta. Cruz DPP	RIX-21	3	Reg. Guard	13,006.68	1,463.53			
TOTAL BID PRICE FOR TWO (2) YEARS									

- Notes: 1. Bidders shall provide ammunitions for firearms specified in the technical specifications for each installation. Ammunitions shall be replenished if used.
 2. Above prices shall be supported with detailed computation using **FORM NPCSF-SEC-03** for each installation.
 3. The Bidder's offer must be within the total ABC.

 Name of Bidder-

 Authorized Representative

 Designation

SECTION VII- SCHEDULE OF REQUIREMENTS

**SECTION VII- SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)**

Western Mindanao Area Plants and Installations

ITEM NO.	Installation/Plant/Office	WAGE ORDER	QTY. - UNIT		UNIT PRICE PER MONTH FOR SECURITY SERVICES TO BE SUPPLIED AND RENDERED				TOTAL PRICE FOR TWO (2) YEARS CONTRACT
					Amount Due to Guards per Month (Phil. Peso)	Amount to be Remitted to Phil. Govt. per Month (Phil. Peso)	Administrative Overhead & Profit Margin (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt.	Local Currency (Phil. Peso) $\{(D) \times (F+G+H+I) \times 24\text{mos.}\}$
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1	Siasi DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
2	Jolo DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
3	Luluk DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
4	Pangutaran DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
5	Bongao DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
6	West Simunol DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
7	Sibuto DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
8	Manuk Mangkaw DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
9	Tandubas DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
10	Sitangkay DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
11	Turtle Island DPP (Taganak)	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
12	Tandubanak DPP (Taungho)	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
13	Balimbing DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
14	Pandami DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
15	Languyan DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
16	Mapun DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
17	Pilas DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
18	Lugus DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
19	Tapiantana DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
20	Lanawan DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
21	Tampakan DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
22	Tabawan DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
23	Saluping DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
24	Bubuan DPP	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
25	PB 108	BARMM-02	3	Reg. Guard	11,714.71	1,355.00			
TOTAL BID PRICE FOR TWO (2) YEARS									

- Notes: 1. Bidders shall provide ammunitions for firearms specified in the technical specifications for each installation. Ammunitions shall be replenished if used.
2. Above prices shall be supported with detailed computation using **FORM NPCSF-SEC-03** for each installation.
3. The Bidder's offer must be within the total ABC and the ABC per plant/installation.

Name of Bidder

Authorized Representative

Designation

SECTION VII- BIDDING FORMS

Standard Form NPCSF-SEC-01a

LIST OF FIREARMS

Western Mindanao Operations Division

List of Firearms to be dedicated to Western Mindanao Operations Division

	NPC Installations	No. of Units	Kind	Make	Caliber	License No.	Serial No.	Ammo Qty.
1	Siasi DPP							
2	Jolo DPP							
3	Luuk DPP							
4	Pangutaran DPP							
5	Bongao DPP							
6	West Simunol DPP							
7	Sibuto DPP							
8	Manuk Mangkaw DPP							
9	Tandubas DPP							
10	Sitangkay DPP							
11	Turtle Island DPP (Taganak)							
12	Tandubanak DPP (Taungho)							
13	Balimbing DPP							
14	Pandami DPP							
15	Languyan DPP							
16	Mapun DPP							
17	Pilas DPP							
18	Lugus DPP							
19	Tapiantana DPP							
20	Lanawan DPP							
21	Tampakan DPP							
22	Tabawan DPP							
23	Saluping DPP							
24	Bubuan DPP							
25	PB 108							

Notes: 1. Bidders shall fill-up all required information, Incomplete information shall be ground disqualification.

2. Bidders shall submit an Affidavit of Undertaking using Form NPCSF-SEC-02 if some/all required firearms and ammunitions are not available

Name of Bidder

Authorized Representative
(sign over printed name)

Designation

LIST OF FIREARMS
 Western Mindanao Operations Division

List of Firearms to be dedicated to Western Mindanao Operations Division

	NPC Installations	No. of Units	Kind	Make	Caliber	License No.	Serial No.	Ammo Qty.
1	MOD Office, Zamboanga City							
2	Sacol DPP							
3	Basilan DPP							
4	PB 119, Isabela, Basilan							
5	Tictabon DPP							
6	Manalipa DPP							
7	Tumalutab							
8	Pangapuyan DPP							
9	Great Sta. Cruz DPP							

Notes: 1. Bidders shall fill-up all required information, Incomplete information shall be ground disqualification.

2. Bidders shall submit an Affidavit of Undertaking using Form NPCSF-SEC-02 if some/all required firearms and ammunitions are not available

Name of Bidder

Authorized Representative
 (sign over printed name)

Designation

SECTION VII- SCHEDULE OF REQUIREMENTS

Standard Form NPCSF-SEC-01b

**LIST OF REQUIRED EQUIPMENT FOR
 Western Mindanao Operations Division**

List of Required equipment to be dedicated to Jolo-Sulu and Tawi-Tawi Area (BARMM)

Installation	Portable Handheld Radio w/Earphone, Spare Battery and Charger	First Aid Kit	Metal Detector w/Battery and Charger	Flashlight, 1000 lumens, waterproof and rechargeable	Handcuffs, Stainless
Jolo-Sulu and Tawi-Tawi Area					
TOTAL					

Notes: 1. Bidders shall fill-up all required information. Incomplete information shall be ground for disqualification

Name of Bidder

Authorized Representative

Designation

SECTION VII- SCHEDULE OF REQUIREMENTS

Standard Form NPCSF-SEC-01b

**LIST OF REQUIRED EQUIPMENT FOR
 Western Mindanao Operations Division**

List of Required equipment to be dedicated to Zamboanga and Isabela Basilan Province (RIX)

Installation	Portable Handheld Radio w/Earphone, Spare Battery and Charger	Metal Detector w/Battery and Charger	First Aid Kit	Flashlight, 1000 lumens, Waterproof and rechargeable	Handcuffs, Stainless
Zamboanga and Isabela Basilan Province					
TOTAL					

Notes: 1. Bidders shall fill-up all required information. Incomplete information shall be ground for disqualification

Name of Bidder

Authorized Representative

Designation

BID PRICE COMPUTATION

Coverage: OM-SPUG MINDANAO

OFFICE/INSTALLATION	OM-SPUG MINDANAO (ZAMBOANGA CITY)
REGION/WAGE ORDER	W.O. #RB IX-21
NUMBER OF GUARDS	Regular Guard 4
A. Amount Due to Guard	
1. Daily Wage	351.00
2. Average Pay Per Month	11,536.20
3. Night Shift Differential Pay	384.54
4. 13th Month Pay	889.69
5. Five Days Incentive Allowance	146.25
6. Uniform Allowance	50.00
7. Additional Allowance	0.00
8. COLA	0.00
Sub-Total	13,006.68
B. Amount Due to Government	
9. SSS Premium	1140.00
10. Philhealth	213.53
11. State Insurance	10.00
12. Pag-Ibig (R.A. 7742)	100.00
Sub-Total	1,463.53
C. Amount Due to Guard & Gov't	14,470.21
D. Overhead/Profit Margin	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	
G. Total Bid Price per Office/Installation (F x 24 mo. X No. of Guards)	

Name of Bidder

Authorized Representative
(sign over printed name)

Designation

BID PRICE COMPUTATION

Coverage: SACOL DPP, BASILAN DPP, PB 119, TICTABON DPP, MANALIPA DPP,
TUMALUTAB DPP, PANGAPUYAN DPP, GREAT STA. CRUZ DPP (Isabela, Basilan)

OFFICE/INSTALLATION	ZAMBOANGA AND ISABELA BASILAN PROVINCE
REGION/WAGE ORDER	W.O. #RB IX-21
NUMBER OF GUARDS	Regular Guard 3 GUARDS/PER PLANT
A. Amount Due to Guard	
1. Daily Wage	351.00
2. Average Pay Per Month	11,536.20
3. Night Shift Differential Pay	384.54
4. 13th Month Pay	889.69
5. Five Days Incentive Allowance	146.25
6. Uniform Allowance	50.00
7. Additional Allowance	0.00
8. COLA	0.00
Sub-Total	13,006.68
B. Amount Due to Government	
9. SSS Premium	1140.00
10. Philhealth	213.53
11. State Insurance	10.00
12. Pag-ibig (R.A. 7742)	100.00
Sub-Total	1,463.53
C. Amount Due to Guard & Gov't	14,470.21
D. Overhead/Profit Margin	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	
G. Total Bid Price per Office/Installation (F x 24 mo. X No. of Guards)	

Name of Bidder

Authorized Representative
(sign over printed name)

Designation

BID PRICE COMPUTATION

Coverage: SPUG WESTERN MINDANAO AREA PLANTS AND INSTALLATIONS IN BARMM

OFFICE/INSTALLATION	JOLO DPP
REGION/WAGE ORDER	W.O. No. BARMM-02
NUMBER OF GUARDS	Regular Guard 6
A. Amount Due to Guard	
1. Daily Wage	316.00
2. Average Pay Per Month	10,385.87
3. Night Shift Differential Pay	346.20
4. 13th Month Pay	800.97
5. Five Days Incentive Allowance	131.67
6. Uniform Allowance	50.00
7. Additional Allowance	0.00
8. COLA	0.00
Sub-Total	11,714.71
B. Amount Due to Government	
9. SSS Premium	1045.00
10. Philhealth	200.00
11. State Insurance	10.00
12. Pag-ibig (R.A. 7742)	100.00
Sub-Total	1,355.00
C. Amount Due to Guard & Gov't	13,069.71
D. Overhead/Profit Margin	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	
G. Total Bid Price per Office/Installation (F x 24 mo. X No. of Guards)	

 Name of Bidder

 Authorized Representative
 (sign over printed name)

 Designation

BID PRICE COMPUTATION

Coverage: SPUG WESTERN MINDANAO AREA PLANTS AND INSTALLATIONS IN BARMM

OFFICE/INSTALLATION	SIASI DPP
REGION/WAGE ORDER	W.O. No. BARMM-02
NUMBER OF GUARDS	Regular Guard 4
A. Amount Due to Guard	
1. Daily Wage	316.00
2. Average Pay Per Month	10,385.87
3. Night Shift Differential Pay	346.20
4. 13th Month Pay	800.97
5. Five Days Incentive Allowance	131.67
6. Uniform Allowance	50.00
7. Additional Allowance	0.00
8. COLA	0.00
Sub-Total	11,714.71
B. Amount Due to Government	
9. SSS Premium	1045.00
10. Philhealth	200.00
11. State Insurance	10.00
12. Pag-Ibig (R.A. 7742)	100.00
Sub-Total	1,355.00
C. Amount Due to Guard & Gov't	13,069.71
D. Overhead/Profit Margin	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	
G. Total Bid Price per Office/Installation (F x 24 mo. X No. of Guards)	

 Name of Bidder

 Authorized Representative
 (sign over printed name)

 Designation

BID PRICE COMPUTATION

Coverage: SPUG WESTERN MINDANAO AREA PLANTS AND INSTALLATIONS IN BARMM

OFFICE/INSTALLATION	PLANTS / INSTALLATIONS IN BARMM AREA
REGION/WAGE ORDER	W.O. No. BARMM-02
NUMBER OF GUARDS	3 GUARDS/PER PLANT / INSTALLATIONS
A. Amount Due to Guard	
1. Daily Wage	316.00
2. Average Pay Per Month	10,385.87
3. Night Shift Differential Pay	346.20
4. 13th Month Pay	800.97
5. Five Days Incentive Allowance	131.67
6. Uniform Allowance	50.00
7. Additional Allowance	0.00
8. COLA	0.00
Sub-Total	11,714.71
B. Amount Due to Government	
9. SSS Premium	1045.00
10. Philhealth	200.00
11. State Insurance	10.00
12. Pag-ibig (R.A. 7742)	100.00
Sub-Total	1,355.00
C. Amount Due to Guard & Gov't	13,069.71
D. Overhead/Profit Margin	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	
G. Total Bid Price per Office/Installation (F x 24 mo. X No. of Guards)	

 Name of Bidder

 Authorized Representative
 (sign over printed name)

 Designation

SECTION VIII

BIDDING FORMS



SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

SECTION VIII - BIDDING FORMS

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SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Documents**A. TECHNICAL COMPONENT ENVELOPE****CLASS "A" DOCUMENTS****Legal Documents**

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;

Technical Documents

- (a) 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 (post qualification requirement).
and
- (b) 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 (attachment for bid opening).
and
- (c) Valid license to operate a Private Security Agency
and
- (d) Notarized disposition of Clients, Security Guards and Firearms submitted to the PNP-SOSIA which shall not be earlier than two (2) months before the date of the bid opening.
and
- (e) 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

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

- (f) Conformity with the Technical Specification, which may include manpower requirements, if applicable;
- and**
- (g) 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

- (a) The Supplier's audited financial statements, showing, among others. The supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (b) 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

- (a) 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.

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

- (b) (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.
- (c) Certification from DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid form; **and**
(b) Original of duly signed and accomplished Price Schedule(s).

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-02

List of All Ongoing Government and Private Contracts Including Contract Awarded But Not Yet Started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery	% of Accomplishment as of the date of bidding		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
						%	%	
Government								
Private								
Total Cost								

The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.

This statement shall be supported with: the following documents which will be submitted on the post-qualification date.

1. Contract, and/or Notice of Award
2. Certificate of Accomplishment signed by the owner or owner's representative.

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

SECTION VIII -- BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a.Amount at Award b.Amount at Completion c.Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

Note: The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid. Stating two (2) or more will disqualify his bid. This statement shall be supported with the following supporting documents which will be submitted during Bid Opening:

1. Contract/Purchase Order
2. Certificate of Completion or Certificate of Acceptance or Official Receipt.

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

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for the immediately preceding calendar year are:

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) x 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 for this Project.

NFCC = P _____

Herewith attached is certified true copy of the audited financial statement, stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative

Date : _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:
_____, of legal age, *(civil status)* _____, authorized representative of
_____ and a resident of _____.

- and -

_____, of legal age, *(civil status)* _____, authorized representative of
_____ a resident of _____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Bidding and Undertaking of the hereunder stated Contract of the **National Power Corporation**.

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P
2.	P

That both parties agree to be jointly and severally liable for their participation in the Bidding and undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative/s of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contract until terminated by both parties.

Name & Signature of Authorized Representative

Name & Signature of Authorized Representative

Official Designation

Official Designation

Name of Firm

Name of Firm

Witnesses

1. _____

2. _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-05
Page 2 of 2

SUBSCRIBED AND SWORN TO BEFORE ME a Notary Public of _____, on _____ 20 _____, affiant exhibited to me his competent proof of identity on the date and place as indicated above.

Doc. No. _____ :
Page No. _____ :
Book No. _____ :
Series of 2022

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the [name of project] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at _____ (hereinafter called "the Bank" are bound unto National Power Corporation (hereinafter called "the Entity") in the sum of [amount in words & figures as prescribed in the bidding documents] for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Contract; or
 - b) fails or refuses to submit the required valid JVA, if applicable; or
 - c) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate its demand, provided that in his demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the four (4) conditions stated above.

The Guarantee will remain in force up to 120 days after the opening of bids or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

 (Signature, Name and Address)

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") and (Name of Surety) of (Name of Country of Surety), authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as Obligee, in the sum of (amount in words & figures as prescribed in the bidding documents), callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this ____ day of _____ 20 _____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the ____ day of _____ 20 _____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - d) fails or refuses to execute the Contract; or
 - e) fails or refuses to submit the required valid JVA, if applicable; or
 - f) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-06b
Page 2 of 2

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-06c

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

**BID-SECURING DECLARATION
 SUPPLY OF TWO (2) YEARS SECURITY SERVICES FOR SPUG WESTERN
 MINDAO AREA PLANTS AND INSTALLATIONS
 (PR NO.S3-MOD23-008)**

To: **National Power Corporation**
 BIR Road cor. Quezon Ave.
 Diliman, Quezon City

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 contract with any procuring entity for a period of two (2) year 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 R.A. 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;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my hand this ____ day of ____
 20____ at _____, Philippines.

*[Name and Signature of Bidder's Representative/
 Authorized Signatory]
 [Signatory's legal capacity]
 Affiant*

SECTION VIII – BIDDING FORMS

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Page 2 of 2

**SUBSCRIBED AND SWORN TO BEFORE ME a Notary Public of _____, on
_____ 20____, affiant exhibited to me his competent proof of identity on the date and
place as indicated above.**

**Doc. No. _____
Page No. _____
Book No. _____
Series of _____**

SECTION VIII – BIDDING FORMS

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-07

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/ foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, 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; 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;

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

SECTION VIII – BIDDING FORMS

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;

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.

*Name and Signature of
 Bidder's Representative/Authorized Signatory*

SUBSCRIBED AND SWORN TO BEFORE ME a Notary Public of _____, on _____ 20__, affiant exhibited to me his competent proof of identity on the date and place as indicated above.

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SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

To: **THE PRESIDENT**
 National Power Corporation
 BIR Road cor. Quezon Ave.
 Diliman, Quezon City

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the **SUPPLY OF TWO (2) YEARS SECURITY SERVICES FOR SPUG WESTERN MINDANAO AREA PLANTS AND INSTALLATIONS (PR NO.S3-MOD23-008)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply and deliver the goods and perform other services, if required within the contract duration and in accordance with the scope of the contract specified in the Schedule of Requirements and Technical Specifications.

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

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

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 Bidding Documents.

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

We acknowledge that failure to sign each and every page of this Bid Letter, including the attached Schedule of Requirements (Bid Price Schedule), shall be a ground for the rejection of our bid.

[name and signature of authorized signatory]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

[Name of Bidder]

SECTION VIII – BIDDING FORMS

Standard Form NPCSF-SEC-02

AFFIDAVIT OF UNDERTAKING TO PURCHASE FIREARMS AND AMMUNITIONS

I, (Representative of the bidder), of legal age, (civil status), Filipino and residing at (address of the representatives) under oath, hereby depose and say:

1. That I am the (Position in the bidder) of the (Name of the bidder) with office at (address of the bidder);
2. That our Security Agency shall acquire the required firearms and ammunitions should our Agency will be awarded the contract for the (Name of the Contract/Package No.), and proof of such acquisition shall be presented during the conduct of post-qualification.
3. That NPC representatives are allowed to inspect availability of said firearms and ammunitions prior to actual posting of security guards.
4. That non-compliance to items 2 and 3 above shall be a ground to nullify the award of contract to our Security Agency.
5. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for (Name of the Contract).

IN FAITH WHEREOF, I hereby affix my signature this _____ day of _____, 20____ at _____, Philippines.

(Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE)
(Insert signatory's legal capacity)
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME a Notary Public of _____, on _____ 20____, affiant exhibited to me his competent proof of identity on the date and place as indicated above.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____