



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

BID DOCUMENTS

**Name of the Project : SUPPLY OF TWO (2) YEAR SECURITY SERVICES
FOR SPUG MINDORO/ ROMBLON AREA PLANTS
AND INSTALLATIONS AND PROJECT
IMPLEMENTATION GROUP CLUSTER B
SATELLITE OFFICE
(PR NO. S1-MRO20-004 & HO-PIB20-010)**

PR NO. : S1-MRO20-004 & HO-PIB20-010

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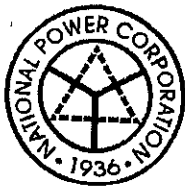
Telecom and Security Services Division



SECTION I

INVITATION TO BID





National Power Corporation

INVITATION TO BID

PUBLIC BIDDING 2020-0500

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2020 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 Nos. & Description	Similar Contracts	Pre-bid Conference	Bid Submission/Opening	ABC / Amt. of Bid Docs
S1-MRO20-004 & HO-PIB20-010 / PB201201-NC00377 Supply of Two (2) Years Security Services for SPUG Mindoro / Romblon Area Plants and Installations and Project Implementation Group Cluster B Satellite Office ABC for Two (2) years: P 21,821,322.50 • Mode of Award: Lot Award	Security Services	18 November 2020 9:30 A.M	01 December 2020 9:30 A.M	Total P 10,910,661.25 / P 25,000.00
SPUG Mindoro Romblon ABC - P 10,369,869.79				
PIG Cluster B Office ABC - P 540,791.46				
Venue: Kañao 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 Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S1-MRO20-004 & HO-PIB20-010	Two (2) Year	Five (5) Years

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criteria pursuant to RA 9184 and its Revised IRR.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations, and of which 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 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours. A complete set of Bidding Documents may be purchased by interested Bidders from the address below and upon payment of a fee stated above. 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.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) <http://www.philgeps.gov.ph> and the website of National Power Corporation <http://www.napocor.gov.ph>.

5. The Pre-Bid Conference is open to all prospective bidders. The Pre-Bid Conference shall be held at least 12 cd before deadline for submission but not earlier than seven (7) cd from the PhilGEPS posting of the Invitation to Bid or Bidding Documents. If possible, please submit your queries on the Terms of Reference before the scheduled Pre-Bid Conference.

Only registered bidder/s shall be allowed to participate for 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
 - b. A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
 - 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
6. Bids shall be submitted to the address specified below, if submitted in advance, otherwise, bids shall be submitted at the venue of bid opening before the specified time for opening of bids. Late bids shall not be accepted.
7. NPC reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
8. For further information, please refer to:

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

BIR Road cor. Quezon Avenue

Diliman, Quezon City


Tel Nos.: 8 924-5211 and

8 924-5244

Fax No.: 8 922-1622

Email: bcsd@napocor.gov.ph

bcsd_napocor@yahoo.com


ATTY. ROGEL T. TEVES
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS



SECTION II – INSTRUCTIONS TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

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

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

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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



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

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;



SECTION II – INSTRUCTIONS TO BIDDERS

- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
 - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;
 - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
 - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
 - (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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



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5. Eligible Bidders

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

For this purpose, contracts similar to the Project shall be those described in the **BDS**.



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

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

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

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

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

Further, If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit an Omnibus sworn statement in the form prescribed in **Section VIII – Bidding Forms** as required in **ITB Clause 12.1(b)(iii)**.
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB Clause 10.4**.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

7. Origin of Goods

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

8. Subcontracts

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



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B. Contents of Bidding Documents**9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project, including questions and clarifications raised by the prospective bidders before and during the Pre-Bid Conference.
- (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

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- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents:

- (i) a. PhilGEPS Certificate of Registration and Membership under Platinum Category in accordance with Section 8.5.2 of the IRR;

OR:

- b. The following updated and valid Class "A" eligibility documents enumerated under "Annex A" of the Platinum Membership:
1. 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;
 2. Mayor's/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.

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof

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that the bidder has applied for renewal with the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.

3. The prospective bidder's audited financial statements, showing, among others, the prospective bidder'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;
4. Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR *or* as stated under GPPB NPM-039-2014, FOR Non-Resident Foreign Corporation (NRFC) and Non-Resident Alien Not Engaged in trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance;

OR:

- c. A combination thereof (1.a and 1.b)

In case the bidder opted to submit their Class "A" eligibility documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (GPPB Circular 07-2017);

- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;

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- (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

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

13. Documents Comprising the Bid: Financial Component

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

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- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil

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

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.



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- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

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

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines the prices shall be quoted in Philippine Peso.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency (ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be

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considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Bid Securing Declaration (Form No. NPCSF-GOODS-06c)	No percentage required

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

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest



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Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB Clause 18.2**.

- 18.4. Upon signing and execution of the contract pursuant to **ITB Clause 32**, and the posting of the performance security pursuant to **ITB Clause 33**, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB Clause 18.2**.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
 - (ii) does not accept the correction of errors pursuant to **ITB Clause 28.3(b)**;
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB Clause 29.2**;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.



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- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) Fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in **Section VIII – Bidding Forms** on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the original bid and copies must be authenticated with original signatures (preferably in blue or red ink) by the bidder or his duly authorized representative/s. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:



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- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.5. Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bid

21. Deadline for Submission of Bids

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

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid

submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

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

23.2 A Bidder may, through a "Letter of Withdrawal," withdraw its bid after it has been submitted for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be



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executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

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

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- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of other documents required under **ITB** Clauses 12.1 by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

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

26. Clarification of Bids

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

27. Domestic Preference

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

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.

27.2. If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

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

28. Detailed Evaluation and Comparison of Bids

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

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

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

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

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29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other documents and appropriate licenses and permits required by law and stated in the **BDS**.

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

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding documents. These criteria shall consider, but shall not be limited to, the following:
- a. Legal Requirements. To verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, and the fact that it is not included in any "blacklist" as provided in Section 25.3 of IRR-A of RA9184.
 - b. Technical Requirements. To determine compliance of the goods offered with the requirements specified in the Bidding Documents, including, where applicable:
 - i. Verification and/or inspection and testing of the goods/product, after-sales and/or maintenance capabilities, in applicable cases, as well as checking the following:
 - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
 - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the



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supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or

- c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award.

- ii. Ascertainment of the authenticity of the bid security and its correctness as to type, amount, form and wording, and validity period, as required in the Bidding Documents.
- c. Financial Requirements. To verify, validate and ascertain the bid price proposal of the bidder and, whenever applicable, the required committed Line of Credit in the amount specified and over the period stipulated in the Bidding Documents or the bidder's NFCC to ensure that the bidder can sustain the operating cash flow of the transaction.

- 29.5. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.6. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.7. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.8. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it

SECTION II – INSTRUCTIONS TO BIDDERS

submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

SECTION II – INSTRUCTIONS TO BIDDERS

F. Award of Contract**31. Contract Award**

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

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:



SECTION II – INSTRUCTIONS TO BIDDERS

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

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

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the



SECTION II – INSTRUCTIONS TO BIDDERS

LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

- 33.4. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **BDS**.

34. Notice to Proceed

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

35. Protest Mechanism

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

SECTION III

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ITB Clause	
1.1	<p>The Procuring Entity is National Power Corporation (NPC or NAPOCOR).</p> <p>The name of the Contract is SUPPLY OF TWO (2) YEAR SECURITY SERVICES FOR SPUG MINDORO / ROMBLON AREA PLANTS AND INSTALLATIONS AND PROJECT IMPLEMENTATION GROUP CLUSTER B SATELLITE OFFICE.</p> <p>The identification number of the Contract is <i>PR Nos. S1-MRO20-004 & HO-PIB20-010</i></p>
1.2	<p>The security service contract is grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>Bidder's bid must be within the ABC of the LOT and ABC per item.</p> <p>Bid offers that exceed the ABC of the lot or any of the item with incomplete price shall be rejected.</p>
2	<p>The Funding Source is the Government of the Philippines (GOP) through the 2020 Corporate Budget of NPC in the amount specified in the Invitation to Bid.</p>
3.1	<p>No further instructions.</p>
5.1	<p>Below are the other requirements in addition to the eligibility requirements stated in the Instructions to Bidders:</p> <ul style="list-style-type: none"> a. Wholly-owned Filipino Private Security Agency; b. Holder of a valid permanent License to Operate issued by the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA); c. Has been operating for at least two (2) year immediately preceding the submission of bids.
5.2	<p>No further instructions.</p>
5.4	<p>The Bidder must have completed at least one contract that is similar to this Project, the value of which adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to contract for security services.</p> <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 bidder.</p>



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7	No further instructions.
8.1	Subcontracting shall not be allowed for this particular procurement.
8.2	No further instructions.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on date, time and venue specified in the Invitation to Bid, which shall be open to all prospective bidders.
10.1	<p>The Procuring Entity's address is:</p> <p>Office : Bids and Contracts Services Division (BCSD) Address : Ground Floor, Building No. 1 National Power Corporation BIR Road corner Quezon Avenue Diliman, Quezon City, Metro Manila 1100</p> <p>Tel Nos. : 924-52-11 and 921-35-41 local 5564 Tel/Fax No. : 922-16-22 Email : bcs@napocor.gov.ph</p>
10.2	For such purpose, the BAC may send its official letters/correspondences/notices through email. Upon securing the bidding documents, Bidders shall be required to indicate their official email and alternate email addresses. All letters/correspondences/notices sent by the BAC through the designated/official email shall be considered officially received by all bidders on the date indicated in National Power Corporation's sent folder.
12.1(a)	All applicable eligibility and technical documents specified in the ITB clause shall be submitted.
12.1(a)(ii)	<p>The list of all on-going contracts 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. Certificate of Satisfactory Performance signed by the project owner/client or representative. <p>The bidder shall declare in form <i>NPCSF-GOODS-02</i> 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 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 Completion or Certificate of Acceptance or Official Receipt
12.(b)(ii)	<ol style="list-style-type: none"> 1. Valid license to operate a Private Security Agency 2. 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 3. List of registered firearms using form NPCSF-SEC-01a



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	<p>4. Affidavit of Undertaking (form NPCSF-SEC-02) to purchase the required firearms and ammunitions, in case the firearms and ammunitions are not available as required in the Technical Specifications</p> <p>5. Certified True Copy of contract(s) to substantiate that the bidder has been operating for at least two (2) years immediately preceding the submission of bids.</p>
13.1	<p>The financial component of the bid shall contain the following:</p> <ol style="list-style-type: none"> 1. Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08) 2. Duly signed and completely filled-out Bid Price Schedule (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form 3. Detailed Computation of Bid Prices for each installation (NPCSF-SEC-03)
13.1(b)	No further instructions.
13.1(c)	In case a bidder will not submit bid for reason that his cost estimate is higher than the ABC, said bidder is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.
13.2	The ABC is specified in the Invitation to Bid. Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	Incidental services are specified in Clause 6.2 of the SCC and the Technical Specifications.
15.4(b)	Not applicable
16.1(b)	Not applicable
16.3	No further instructions.
17.1	Bids will be valid for One Hundred Twenty (120) calendar days from the date of opening of bids.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <i>5% of ABC</i> if bid security is in Surety Bond.
18.2	The bid security shall be valid for One Hundred Twenty (120) calendar days from the date of opening of bids.
19.1	In case of electronic bid submission, format and signing of bids shall in accordance with the relevant provisions of GPPB Circular 2020-009.
20.3	Bidders shall submit five (5) set of documents. One (1) set containing either the originals or certified true copies of the first and second components of its bid



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	and the other four (4) sets which are photocopies of the 1 st set of documents (original or certified true copies). EACH AND EVERY PAGE OF ALL SETS (original and the other four (4) sets) must be authenticated with original signatures (preferably in blue or red ink) by the bidder or his duly authorized representative. <i>Non compliance shall be ground for disqualification.</i>
	If there is any discrepancy between the 1 st set of original/certified true copy documents and the four (4) sets of photocopied documents of the same project, the documents in the 1 st set of original/certified true copy documents shall prevail and shall be the basis for rating and evaluation of bids during bid opening. Further, should there be any lacking documents in the four other copies, the reference for completeness for rating purposes shall be the set of original/certified true copy documents.
20.5	In case of electronic bid submission, sealing and marking of bids shall in accordance with the relevant provision of GPPB Circular 2020-009.
21	Bids shall be submitted at the address specified in Clause 10.1 of this BDS if submitted in advance, otherwise, bids shall be submitted at the venue of bid opening before the specified time for opening of bids. The deadline for Submission of Bids is stated in the Invitation to Bid. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
22	In case of electronic submission, the relevant provisions of GPPB Circular 2020-009 shall also be followed.
23.1	In case of electronic bid submission, modification and withdrawal of bids shall in accordance with the relevant provisions of GPPB Circular 2020-009.
24.1	The place, date and time of Bid opening are stated in the Invitation to Bid In case of electronic bid submission, opening and preliminary examination of bids shall in accordance with the relevant provisions of GPBB Circular 2020-009.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	The security service contract shall not be divided into sub-package for the purpose of bidding, evaluation, and contract award. Arithmetical corrections shall consider the following, in case of discrepancies between: <ol style="list-style-type: none"> 1. bid prices in figures and in words, the latter shall prevail; 2. total price per item and unit price for the item as extended or multiplied by



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	<p>the quantity of that item, the latter shall prevail;</p> <p>3. the stated total price and the sum of prices of component items, the latter shall prevail;</p> <p>4. unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail.</p>
28.4	No further instructions.
29.2	<p>The following documents shall be submitted and verified by NPC during Post-Qualification:</p> <p>a. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</p> <p>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);</p> <p>c. Certificates of satisfactory performance of all on-going government and private contracts signed by the owner or owner's representative as indicated in form NPCSF-GOODS-02;</p> <p>d. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid;</p> <p>e. Valid and current Mayor's/Business, if under renewal during bidding;</p> <p>f. Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable;</p> <p>g. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p> <p>h. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all On-going Government & Private Contracts including Contracts Awarded but not yet Started (NPCSF-GOODS-02</p>
32.4(f)	Notice to Proceed.



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33.4	<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.
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SECTION IV

**GENERAL CONDITIONS OF
CONTRACT**



SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Definitions

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



SECTION IV – GENERAL CONDITIONS OF CONTRACT

grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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



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relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

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

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

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

6. Scope of Contract

6.1. The Goods and Related Services to be provided shall be as specified in **Sections VI – Technical Specifications and VII – Schedule of Requirements**.



SECTION IV – GENERAL CONDITIONS OF CONTRACT

- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

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

8. Procuring Entity's Responsibilities

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

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment (This provision will not apply. Manner of Payment is specified under Clause TS-13.0 and TS-14.0 of the Section VI – Technical Specifications)

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the

SECTION IV – GENERAL CONDITIONS OF CONTRACT

Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.

- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.
 - 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
 - 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
 - 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.
11. **Advance Payment and Terms of Payment (This provision will not apply. Mode of Payment is specified under Clause TS-13.0 of the Section VI – Technical Specifications)**
- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
 - 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
 - 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative

SECTION IV – GENERAL CONDITIONS OF CONTRACT

within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

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

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned



SECTION IV – GENERAL CONDITIONS OF CONTRACT

(all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards (*This provision will not apply*)

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

16. Inspection and Tests (*This provision will not apply*)

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and **Section VI Technical Specification** shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC Clause 5**.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty (*This provision will not apply*)

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any



SECTION IV – GENERAL CONDITIONS OF CONTRACT

act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

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

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall,



SECTION IV – GENERAL CONDITIONS OF CONTRACT

without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the **amount of liquidated damages reaches ten percent (10%)**, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.



SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

23. Termination for Default

- 23.1. **The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when,** outside force majeure, the supplier fails to deliver or perform any or all of the Goods within the period (s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price:
- 23.2. **The procuring Entity may terminate the contract when,** as a result of force majeure, the supplier is unable to deliver or perform any or all of the Goods amounting to at least ten (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased.
- 23.3. **The procuring Entity shall terminate the contract when** the supplier fails to perform any other obligations under the contract.
- 23.4. In the event the Procuring Entity terminates this contract in whole or in part, for any or the reasons provided under the GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods of Services similar to those undelivered, and the supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the supplier shall continue performance of this contract to the extent not terminated.
- 23.5. In case the delay in the delivery of the Goods and/or performance of the services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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

25. Termination for Convenience

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

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.



SECTION IV – GENERAL CONDITIONS OF CONTRACT

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

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



SECTION IV – GENERAL CONDITIONS OF CONTRACT

- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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



SECTION V

**SPECIAL CONDITIONS OF
CONTRACT**



SECTION V – SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1.1(g)	The Procuring Entity is National Power Corporation (NPC or NAPOCOR) with office address at BIR Road cor. Quezon Avenue, Diliman, Quezon City.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the 2020 Corporate Budget of NPC in the amount specified in the Invitation to Bid.
1.1(k)	The Project Site is specified in the Technical Specifications.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: MR. PIO J. BENAVIDEZ President and CEO National Power Corporation BIR Road corner Quezon Avenue Diliman, Quezon City 1100 The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>
6.2	The Security Agency shall perform the required services specified in Section VI – Technical Specifications upon commencement of the Contract.
9.1	All bid prices for a duration of two (2) year shall be fixed and shall not be adjusted during contract implementation, except for the following: 9.1.1 Increase in minimum daily wage pursuant to law or new wage order issued after the date of bidding, 9.1.2 Increase in taxes; and 9.1.3 If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.
10.4	No further instructions.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	No further instructions
17.3	No further instructions
17.4	No further instructions
21.1	For joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



SECTION VI

TECHNICAL SPECIFICATIONS



SECTION VI - TECHNICAL SPECIFICATION

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SECTION VI - TECHNICAL SPECIFICATION

TS - 1.0 SCOPE OF BID

The bid will cover the provision of security services for the SPUG Mindoro/ Romblon Area Plants and Installations and Project Implementation Group Cluster B Satellite Office.

TS - 2.0 ELIGIBILITY OF BIDDERS

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

- 2.1 Wholly-owned Filipino Private Security Agency;
- 2.2 Holder of a valid permanent License to Operate issued by the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA);
- 2.3 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 - 3.0 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:

- 3.1 Certified True Copy of the valid license to operate a private security agency issued by the PNP-SOSIA;
- 3.2 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;
- 3.3 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-01a with the following NPC minimum requirements stated in the following table;
- 3.4 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. Non-compliance on the agreement reached is a ground to nullify the award of contract.



SECTION VI – TECHNICAL SPECIFICATION

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.

- 3.5 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
NATIONAL POWER CORPORATION**

Location	Regular Guards	TYPE OF FIREARM	ANCILLARY			
		9MM	Handcuff	Flashlight	Metal Detector	Medicine kit
1. BANTON DPP	3	1	1	1		1
2. CABRA MINI GRID	3	1	1	1		1
3. CORCUERA DPP	3	1	1	1		1
4. CONCEPCION DPP	3	1	1	1		1
5. LUBANG DPP	3	1	1	1		1
6. MAMBURAO DPP	3	1	1	1		1
7. OCCMIN 69KV T/L & S/S - SAN JOSE S/S	3	1	1	1		1
8. ORMIN 69KV T/L & S/S – CALAPAN S/S	3	1	1	1		1
9. ORMIN 69KV T/L & S/S – BANSUD S/S	3	1	1	1		1
10. ORMIN 69KV T/L & S/S – MANSALAY S/S	3	1	1	1		1
11. OM-MROD	3	1	1	1	1	1
12. PB 106	3	1	1	1		1
13. PB 114	3	1	1	1		1
14. PULANG LUPA DPP	3	1	1	1		1
15. ROMBLON DPP	3	1	1	1		1
16. SAN JOSE DPP	3	1	1	1		1
17. SIBUYAN DPP	3	1	1	1		1
18. TABLAS DPP	3	1	1	1		1
19. PIC B SATELLITE OFFICE	3	1	1	1		1
20. TINGLOY DPP	3	1	1	1		1
TOTAL	60	20	20	20	1	20

NOTE:

- 9MM Firearm shall have 2 magazines with 14 rounds of ammunition
- Flashlights should be 1000 watts and rechargeable
- Metal detector



SECTION VI – TECHNICAL SPECIFICATION

- **Medicine kit**
 - 1 absorbent cotton (10 ml.)
 - 1 gauze bandage (24 x 20 mesh) or 2" x 6 yds
 - 1 betadine (5 ml.)
 - 1 Alcohol (60 ml.)
 - 1 white Flower (1.5 ml)
- 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, face shield or such other protective equipment that can effectively lessen the transmission of COVID-19.

TS- 4.0 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:

- 4.1 Wages shall be in accordance with the latest wage order applicable in the region where the Office/Installation is located as prescribed by law;
- 4.2 Statutory contributions and mandated taxes shall be in accordance with the latest issuances from concerned agencies;
- 4.3 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;
- 4.4 All guards shall receive at least Php50.00 monthly uniform allowance which is separate from the one (1) set of uniform to be given free prior to the commencement of the contract;
- 4.5 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. 9184 and R.A. 5487 (Section 7g, Rule XVII, IRR of R.A. 5487);
- 4.6 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;
- 4.7 Other statutory requirements and impositions.

TS – 5.0 AWARD CRITERIA

- 5.1 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.

SECTION VI – TECHNICAL SPECIFICATION

- 5.2 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.
- 5.3 The Bidder's offer must be within the total ABC.

TS- 6.0 AGENCY'S OBLIGATIONS AND RESPONSIBILITIES

- 6.1 The AGENCY shall at all times abide by the provisions of the Republic Act 5487 (RA 5487) and its IRR as amended.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 The AGENCY shall maintain a satisfactory level of performance throughout the (2) two-year contract based on the performance criteria which may include but not limited to the following:



SECTION VI – TECHNICAL SPECIFICATION**6.7.1 Quality of Service Delivered;**

- 6.7.1.1 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;
- 6.7.1.2 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;
- 6.7.1.3 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;
- 6.7.1.4 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;

6.7.2 Time Management:

- 6.7.2.1 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;
- 6.7.2.2 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



SECTION VI – TECHNICAL SPECIFICATION

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.

6.7.3 Management and Suitability of Personnel;

6.7.3.1 The AGENCY shall assign only members of the 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;

6.7.3.2 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;

6.7.3.2.1 For Supervising/Senior Security Guards, must have at least 36 units in college and at least two (2) years experience in supervisory security work. For the Regular Guard, at least High School graduate with at least two (2) year experience in security work;

6.7.3.2.2 Physically fit as per NPC standard; 5' 4" in height; age-between 21 and 50 years (for new applicants and SG's in non-supervisory position);

6.7.3.2.3 Not related to any NPC personnel within the 4th degree of consanguinity or affinity in the area, complex, installation or project being serviced;

6.7.3.2.4 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 both the Philippine National Police;

6.7.3.2.5 Possess the qualifications as prescribed in Section 5 and must have passed the physical/mental examination for security personnel as prescribed in Rule XXI of the 2003 Revised Rules and Regulations implementing RA 5487, as amended, unless otherwise prescribed;



SECTION VI – TECHNICAL SPECIFICATION**6.7.4 Contract Administration and Management, and;**

6.7.4.1 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;

6.7.4.2 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;

6.7.4.3 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, 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;

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

6.7.4.5 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

6.7.5 Regular Progress Reports;

6.7.5.1 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.



SECTION VI – TECHNICAL SPECIFICATION**TS- 7.0 RIGHTS OF NPC**

- 7.1 NPC (head of installation or his designee) shall conduct inspection in ranks/formation of guards, firearms and other equipment as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter;
- 7.2 NPC (head of installation or his designee) 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.
- 7.3 NPC (head of installation or his designee) shall have the authority and prerogative to impose disciplinary sanctions for any violation committed by the AGENCY guard, during his tour of duty or off duty, inside the premises of the installation(s) covered by the service Contract. Any such violation, which comes to the attention of NPC shall be reported by the NPC to the AGENCY in writing for appropriate action of the latter.
- 7.4 NPC shall have the right to increase or decrease the number of guards as the necessity for the same arises. AGENCY shall correspondingly increase or decrease the number of guards within twenty-four (24) hours from receipt of a written notice to that effect from NPC, and AGENCY shall submit to NPC (head of installation or his designee) within the first five (5) days of each month the updated list of guards so assigned, indicating the installation, name and residence address of guards, license number, SSS number, tax account number, disposition and duty schedule.
- 7.5 Whenever NPC (head of installation or his designee) 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 (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 (head of installation or his designee) shall request in writing the revamp of the entire security force, AGENCY shall effect the same without additional cost on the part of NPC.
- 7.6 NPC (head of installation or his designee) shall have the right to screen, select, accept and/or reject AGENCY'S individual guards in accordance with NPC'S preset criteria.
- 7.7 NPC (NPC officials with line/functional authority) shall have the right to inspect the guards at any time to insure the proper security of the personnel, materials and equipment within its premises. Likewise, the Chief Security Officer 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 the preceding paragraph (2) and (3) above. This right of inspection by NPC shall not relieve AGENCY from full



SECTION VI – TECHNICAL SPECIFICATION

responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.

- 7.8 AGENCY security guards and personnel shall be under the supervision and control of NPC (head of installation or his designee) with respect to deployment, work shifts and execution of security plans.
- 7.9 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.
- 7.10 NPC shall have access to records of payment of salaries and/or auditorial right over the payroll of AGENCY.
- 7.11 NPC 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- 8.0 ADMINISTRATIVE SANCTIONS**8.1 Sanctions against Licensed Security Personnel**

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

8.1.1.1 Light offenses shall include, but not limited to:

8.1.1.1.1 Those related to uniforms except those falling under item 8.1.1.3.1 hereunder;

8.1.1.1.2 Use of profane languages;

8.1.1.1.3 Acts of discourteousness;

8.1.1.1.4 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;

8.1.1.1.5 Failure to report all violations or regulations or orders for enforcement

8.1.1.1.6 Failure to sound or call the alarm in case of fire or disorder;

8.1.1.1.7 Late or failure to maintain and/or submit records/reports;

8.1.1.1.8 Violation of Section 1, Rule X of the Implementing Rules of RA 5487 otherwise not specifically falling under this and items 8.1.1.2 and 8.1.1.3; and



SECTION VI – TECHNICAL SPECIFICATION

- 8.1.1.1.9 All acts prejudicial to good conduct, behavior, morals and similar acts, pursuant to existing laws, rules and regulations.
- 8.1.1.2 Less grave offenses shall include, but not limited to:
 - 8.1.1.2.1 Not having in possession his/her license to exercise profession, duty detail order and/or firearms license (when carrying firearms), while on duty;
 - 8.1.1.2.2 Use of uniform not appropriate for one's ranks or position;
 - 8.1.1.2.3 Leaving his post without being properly relieved, thus exposing the lives and properties he/she is supposed to protect from danger;
 - 8.1.1.2.4 Indiscriminate firing of firearm not in connection with the performance of duty;
 - 8.1.1.2.5 Other similar offenses pursuant to existing laws, rules and regulations.
- 8.1.1.3 Grave offenses shall include, but not limited to:
 - 8.1.1.3.1 Using uniform other than that prescribed under the Implementing Rules of RA 5487;
 - 8.1.1.3.2 Using personally owned or unlicensed firearm during tour of duty;
 - 8.1.1.3.3 Allowing the use/lending issued firearms to unauthorized persons;
 - 8.1.1.3.4 Assisting, abetting or protecting criminals during or off duty;
 - 8.1.1.3.5 Providing confidential information to unauthorized persons;
 - 8.1.1.3.6 Refusal to provide information to authorized persons;
 - 8.1.1.3.7 Illegal search;
 - 8.1.1.3.8 Taking alcoholic beverages or being drunk while on guard duty;
 - 8.1.1.3.9 Abuse or acting beyond the scope of authority;
 - 8.1.1.3.10 Other similar offense pursuant to existing laws, rules and regulations.

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- 8.1.2 Penalties. Without prejudice to the filing of the appropriate criminal action, the following penalties shall be imposed on the AGENCY after investigation of any security personnel, thereafter found guilty of committing any of the offenses previously enumerated in Item 8.1.1 of this contract:
- 8.1.2.1 For light offenses. – Deduction from the billing of ₱100.00 per guard for 1st offense; ₱300.00 per guard for 2nd offense; ₱500.00 per guard for 3rd offense;
 - 8.1.2.2 For less grave offenses. – Deduction from the billing of ₱500.00 per guard for 1st offense; ₱750.00 per guard for 2nd offense; ₱1,000.00 per guard for 3rd offense;
 - 8.1.2.3 For grave offenses. – Deduction from the billing of ₱10,000.00 per guard for 1st offense; ₱30,000.00 per guard for 2nd offense; ₱50,000.00 per guard for 3rd offense.

8.2 Sanctions against Private Security Agencies

- 8.2.1 The following administrative fines shall be imposed on the AGENCY found committing the following offenses:
- 8.2.1.1 Improper wearing of prescribed uniform by Posted Security Personnel ₱100.00 per guard for 1st offense; ₱300.00 per guard for 2nd offense; ₱500.00 per guard for 3rd offense.
 - 8.2.1.2 Posted security guard not carrying his ID, Private Security License, Firearms License and Duty Detail Orders. ₱100.00 per guard for 1st offense; ₱300.00 per guard for 2nd offense; ₱500.00 per guard for 3rd offense.
 - 8.2.1.3 Posted security personnel not covered by written contract for security services. ₱100.00 per guard for 1st offense; ₱300.00 per guard for 2nd offense; ₱500.00 per guard for 3rd offense.
 - 8.2.1.4 Imposing and collecting unauthorized deductions from the salary of their security guard. ₱100.00 per guard for 1st offense; ₱300.00 per guard for 2nd offense; ₱500.00 per guard for 3rd offense.
- 8.2.2 Classification of offenses. Except in cases already specifically provided in this contract, the following term shall be construed to mean as indicated:
- 8.2.2.1 Light offenses committed by AGENCY shall include, but not limited to:
 - 8.2.2.1.1 Late or failure to maintain and/or submit records/reports;

SECTION VI – TECHNICAL SPECIFICATION

- 8.2.2.1.2 Posting security personnel not covered by written contract;
- 8.2.2.1.3 Other similar offense pursuant to existing laws, rule and regulations.
- 8.2.2.2 Less grave offense committed by AGENCY shall include but not limited to:
 - 8.2.2.2.1 Ordering its posted security guards to conduct illegal search;
 - 8.2.2.2.2 Posting unlicensed personnel for duty;
 - 8.2.2.2.3 Posted personnel not wearing the prescribed uniform;
 - 8.2.2.2.4 Other similar offense pursuant to existing laws, rule and regulations.
- 8.2.2.3 Grave offense committed by AGENCY shall include but not limited to:
 - 8.2.2.3.1 Allowing the set of unlicensed firearm personally owned by security guard or other person or entity than that of the AGENCY having jurisdiction of the place being secured;
 - 8.2.2.3.2 Issuing unlicensed firearm to guards;
 - 8.2.2.3.3 Abuse or acting beyond the scope of authority;
 - 8.2.2.3.4 Use and/or employment of security guard for purposes of committing threats, intimidation, coercion or any other crime/offenses, including show of force;
 - 8.2.2.3.5 Violation of Sections 3A (Security Agency Operator's Creed), 3B (Ethical Standard), and 3C (Code of Conduct) of the IRR of RA 5487;
 - 8.2.2.3.6 Other similar offense pursuant to existing laws, rule and regulations.
- 8.2.3 Penalties. Without prejudice to the filing of the appropriate criminal action and except as already provided in this contract, the following penalties shall be imposed on the AGENCY after investigation of any guard or AGENCY and thereafter found guilty of committing any of the offenses previously enumerated in Item 8.2.2 hereof:
 - 8.2.3.1 For light offense committed by AGENCY:

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- 8.2.3.1.1 Deduction from the billing of ₱5,000.00 for 1st offense;
- 8.2.3.1.2 Deduction from the billing of ₱10,000.00 for 2nd offense;
- 8.2.3.1.3 Deduction from the billing of ₱15,000.00 for 3rd offense.
- 8.2.3.2 For less grave offense committed by AGENCY:
 - 8.2.3.2.1 Deduction from the billing of ₱10,000.00 for 1st offense;
 - 8.2.3.2.2 Deduction from the billing of ₱20,000.00 for 2nd offense;
 - 8.2.3.2.3 Deduction from the billing of ₱30,000.00 for 3rd offense.
- 8.2.3.3 For grave offense committed by AGENCY:
 - 8.2.3.3.1 Deduction from the billing of ₱50,000.00 for 1st offense;
 - 8.2.3.3.2 Termination of contract upon thirty (30) days prior written notice therefore to AGENCY for the 2nd offense.
- 8.2.4 Miscellaneous

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

AGENCY VIOLATIONS		PENALTY
a)	AGENCY failed to provide the required service vehicle as per Contract.	Deduction from the billing of P500.00 per vehicle per day.
b)	AGENCY'S service vehicle is unserviceable.	Agency shall repair vehicle w/in 2 days and NPC to start deduction from the billing of P500.00 per vehicle per day after 2 days, if not repaired.
c)	AGENCY provided a service vehicle but not in accordance with the Contract.	Deduction from the billing of P400.00 per vehicle per day.
d)	AGENCY'S radio/communication equipment is defective or unserviceable.	Deduction from the billing of P100.00 per radio equipment per day.
e)	AGENCY failed to provide the required number of radios or communications equipment as required by the Contract.	Deduction from the billing of P100.00 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 P75.00 per firearm per day.
g)	AGENCY failed to issue the required	Deduction from the billing of P75.00



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	equipment required by the Contract, like metal detectors, power source, antenna, etc. or has issued, but unserviceable.	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 P50.00 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 P10.00 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 P100.00 per violation.
k)	Agency failed to issue firearm or the issued firearm to posted guard is defective	Deduction from the billing of P200.00 per post/ firearm per day

8.3 NPC (head of installation 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- 9.0 RIGHTS OF NPC TO TERMINATE CONTRACT

- 9.1 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.
- 9.2 NPC shall have the right to terminate the Contract, after a thirty- (30) day written notice therefore to the AGENCY on the following grounds:
 - 9.2.1 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.
 - 9.2.2 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.
 - 9.2.3 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.
 - 9.2.4 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.
 - 9.2.5 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.



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- 9.2.6 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.
- 9.2.7 When AGENCY increased or decreased the number of guards without written approval of NPC.
- 9.3 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:
 - 9.3.1 Open a Special Bank Account as provided under this Contract to be presented to NPC;
 - 9.3.2 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
 - 9.3.3 Provide the performance security as required under this Contract within the reasonable period prescribed by NPC.
- 9.4 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 to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

TS-10.0 RIGHT TO VARY SECURITY SERVICES REQUIREMENTS

- 10.1 NPC reserves the right to vary at any time the security services requirements, including but not limited to, the number of guards, firearms, communication equipment, transport equipment, etc., which shall be in the form of an addendum to the Contract. Such variation may be in the form of extending security services to other installations of NPC;
- 10.2 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 as the necessity of the same arises. 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-11.0 PRIVATIZATION

- 11.1 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;

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- 11.1.1 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;
- 11.1.2 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-12.0 SELECTION OF REPLACEMENT FOR UNEXPIRED PORTION OF THE CONTRACT

- 12.1 Should NPC pre-terminate the services if 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;
- 12.2 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-13.0 MODE OF PAYMENT

- 13.1 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



SECTION VI – TECHNICAL SPECIFICATION

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.

- 13.2 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-14.0 MANNER OF PAYMENT

- 14.1 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 bundyclock 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 under Article VIII hereof. Deductions, if any, from billings shall be charged against the AGENCY'S share during the succeeding billing period.
- 14.2 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 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.
- 14.3 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 within the particular area or province where NPC'S installation(s) is located 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.
- 14.4 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.



SECTION VI – TECHNICAL SPECIFICATION

- 14.5 Withdrawals from the "Payroll Fund" shall be made under the following conditions:
- 14.5.1 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.
 - 14.5.2 The withdrawal by the AGENCY shall be made at the end of every billing period in the amount equivalent to the total payrolls for the particular period.
 - 14.5.3 The withdrawal slip shall be signed by the authorized representative of the AGENCY and shall be countersigned by the authorized representative(s) of the concerned NPC's Installation Head or his duly authorized representative. No withdrawal shall be allowed without the prescribed counter signature. The AGENCY shall inform the bank of this arrangement.
 - 14.5.4 The AGENCY can withdraw the whole amount of the deposit upon termination of the security service contract with NPC, provided that the withdrawal slip bears the countersignature(s) of NPC personnel cited in item 14.5.3.
- 14.6 Such withdrawals from the "Payroll Funds" shall be replenished in the following manner:
- 14.6.1 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.
 - 14.6.2 NPC's Installation head shall forward the documents to the appropriate offices for processing and payment.
 - 14.6.3 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 properly remitted to the concerned government agencies, which shall form part of the documentary requirements in the AGENCY's billing with NPC.

SECTION VI – TECHNICAL SPECIFICATION

- 14.7 Any balance in the Special Bank Account shall be released by NPC to the AGENCY at the expiration or termination of this Contract, subject to the usual clearance procedure. However, the AGENCY agrees and authorizes NPC to withhold the balance and apply any amount to any legal claim of any guard or guards employed under them arising out of the service Contract that has expired or has been terminated.
- 14.8 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:
- 14.8.1 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;
- 14.8.2 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;
- 14.8.3 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 ₱1,000.00 or no more than P 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 – BID PRICE SCHEDULE

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NPCSF-SEC-01b	- List of required equipment to be dedicated to the NPC installation
NPCSF-SEC-03	- Detailed Computation of Bid Prices



LIST OF FIREARMS

MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PROJECT IMPLEMENTATION GROUP CLUSTER B SATELLITE OFFICE

List of Firearms to be dedicated to Mindoro/ Romblon Area Plants and Installations and PIC B Satellite Office

	NPC Installations	No. of Units	Kind	Make	Caliber	License No.	Serial No.	Ammo Qty.
1	BANTON DPP							
2	CABRA MINI GRID							
3	CORCUERA DPP							
4	CONCEPCION DPP							
5	LUBANG DPP							
6	MAMBURAO DPP							
7	OCCMIN 69KV T/L & S/S- SAN JOSE S/S							
8	ORMIN 69KV T/L & S/S- CALAPAN S/S							
9	ORMIN 69KV T/L & S/S- BANSUD S/S							
10	ORMIN 69KV T/L & S/S- MANSALAY S/S							
11	OM-MROD							
12	PB 106							
13	PB114							
14	PULANG LUPA DPP							
15	ROMBLON DPP							
16	SAN JOSE DPP							
17	SIBUYAN DPP							
18	TABLAS DPP							
19	TINGLOY DPP							
20	PIG-B SATELLITE OFFICE							

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

BID DOCUMENTS

SUPPLY OF TWO (2) YEAR SECURITY SERVICES FOR SPUG MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PROJECT IMPLEMENTATION GROU CLUSTER B SATELLITE OFFICE (PR NO. S1-MRO20-004 & HO-PIB20-010)

SECTION VII- SCHEDULE OF REQUIREMENTS

Standard Form NPCSF-SEC-01b

**LIST OF REQUIRED EQUIPMENT FOR
SPUG MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PIG-B SATELLITE OFFICE**
List of Required Equipment for SPUG Mindoro / Romblon Area Plants and Installations and PIG-B Satellite Office

Installation	Metal Detector	Flashlight, 1000watts, re-chargeable	Handcuffs	Medicine Kit	Personal Protective Equipment	
					Facemask	Face Shield
1. BANTON DPP						
2. CABRA MINI GRID						
3. CORCUERA DPP						
4. CONCEPCION DPP						
5. LUBANG DPP						
6. MAMBURAO DPP						
7. OCCMIN 69KV T/L & S/S- SAN JOSE S/S						
8. ORMIN 69KV T/L & S/S- CALAPAN S/S						
9. ORMIN 69KV T/L & S/S- BANSUD S/S						
10. ORMIN 69KV T/L & S/S- MANSALAY S/S						
11. OM-MROD						
12. PB 106						
13. PB 114						
14. PULANG LUPA DPP						
15. ROMBLON DPP						
16. SAN JOSE DPP						
17. SIBUYAN DPP						
18. TABLAS DPP						
19. TINGLOY DPP						
20. PIG-B SATELLITE OFFICE						
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
(BID PRICE SCHEDULE)**

SPUG MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PROJECT IMPLEMENTATION GROUP CLUSTER B SATELLITE OFFICE

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			
			(A)	(B)	(C)	(D)	(E)	(F)		(G)	(H)	(I)
						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)	$((D) \times (F+G+H+I)) \times 24\text{mos.}$	
1	BANTON DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00		(I)	(J)	
2	CABRA MINI GRID	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
3	CORCUERA DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
4	CONCEPCION DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
5	LUBANG DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
6	MAMBURAO DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
7	OCCMIN 69KV T/L & S/S- SAN JOSE S/S	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
8	ORMIN 69KV T/L & S/S- CALAPAN	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
9	ORMIN 69KV T/L & S/S- BANSUD	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
10	ORMIN 69KV T/L & SS- MANSALAY S/S	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
11	OM-MIROD	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
12	PB 106	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
13	PB 114	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
14	PULANG LUPA DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
15	ROMBLON DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
16	SAN JOSE DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
17	SIBUYAN DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
18	TABLAS DPP	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
19	TINGLOY DPP	RB-IV-A-18			3	Reg. Guard	11,735.23	1,140.00				
20	PIG-B SATELLITE OFFICE	RB-MIMAROPA-09			3	Reg. Guard	11,845.81	1,140.00				
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 group.

BID PRICE COMPUTATION
Coverage: SPUG MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PIG-B SATELLITE OFFICE

OFFICE/INSTALLATION	BANTON DPP, CABRA MINI-GRID, CORCUERA DPP, CONCEPCION DPP, LUBANG DPP, MAMBURAO DPP, OCC. MIN. 69KV T/L & S/S- SAN JOSE S/S, OR. MIN. 69KV T/L & S/S- CALAPAN S/S, OR. MIN. T/L & S/S-BANSUD S/S, OR. MIN. 69KV T/L & S/S- MANSALAY S/S, OM- MROD, PB 106, PB 114, PULANG LUPA DPP, ROMBLON DPP, SAN JOSE DPP, SIBUYAN DPP & TABLAS DPP
REGION/WAGE ORDER	W.O. # RB-MIMAROPA-09
NUMBER OF GUARDS	Regular Guard 3
A. Amount Due to Guard	
1. Daily Wage	320.00
2. Average Pay Per Month	10,501.33
3. Night Shift Differential Pay	350.04
4. 13th Month Pay	811.11
5. Five Days Incentive Allowance	133.33
6. Uniform Allowance	50.00
7. Additional Allowance	
8. COLA	
Sub-Total	11,845.81
B. Amount Due to Government	
9. SSS Premium	880.00
10. Philhealth	150.00
11. State Insurance	10.00
12. Pag-Ibig (R.A. 7742)	100.00
Sub-Total	1,140.00
C. Amount Due to Guard & Gov't	12,985.81
D. Overhead/Profit Margin (% of C)	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	PHP
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 MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PIG-B SATELLITE OFFICE

OFFICE/INSTALLATION	PROJECT IMPLEMENTATION CLUSTER B
REGION/WAGE ORDER	W.O. # RB-MIMAROPA-09
NUMBER OF GUARDS	Regular Guard
	3
A. Amount Due to Guard	
1. Daily Wage	320.00
2. Average Pay Per Month	10,501.33
3. Night Shift Differential Pay	350.04
4. 13th Month Pay	811.11
5. Five Days Incentive Allowance	133.33
6. Uniform Allowance	50.00
7. Additional Allowance	
8. COLA	
Sub-Total	11,845.81
B. Amount Due to Government	
9. SSS Premium	880.00
10. Philhealth	150.00
11. State Insurance	10.00
12. Pag-ibig (R.A. 7742)	100.00
Sub-Total	1,140.00
C. Amount Due to Guard & Gov't	12,985.81
D. Overhead/Profit Margin (% of C)	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	PHP
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 MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PIG-B SATELLITE OFFICE

OFFICE/INSTALLATION	TINGLOY DPP
REGION/WAGE ORDER	W.O. # RB-IVA-18
NUMBER OF GUARDS	Regular Guard 3
A. Amount Due to Guard	
1. Daily Wage	317.00
2. Average Pay Per Month	10,402.88
3. Night Shift Differential Pay	346.76
4. 13th Month Pay	803.51
5. Five Days Incentive Allowance	132.08
6. Uniform Allowance	50.00
7. Additional Allowance	
8. COLA	
Sub-Total	11,735.23
B. Amount Due to Government	
9. SSS Premium	880.00
10. Philhealth	150.00
11. State Insurance	10.00
12. Pag-Ibig (R.A. 7742)	100.00
Sub-Total	1,140.00
C. Amount Due to Guard & Gov't	12,875.23
D. Overhead/Profit Margin (% of C)	
E. Value Added Tax (12% of D)	
F. Gross Monthly Rate	PHP
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 VII- SCHEDULE OF REQUIREMENTS

SECTION VII- SCHEDULE OF REQUIREMENTS (BID PRICE SCHEDULE)

SPUG MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PROJECT IMPLEMENTATION GROUP CLUSTER B SATELLITE OFFICE

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	BANTON DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
2	CABRA MINI GRID	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
3	CORCUERA DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
4	CONCEPCION DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
5	LUBANG DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
6	MAMBURAO DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
7	OCCMIN 69KV T/L & S/S- SAN JOSE S/S	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
8	ORMIN 69KV T/L & S/S- CALAPAN S/S	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
9	ORMIN 69KV T/L & S/S- BANSUD S/S	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
10	ORMIN 69KV T/L & SS- MANSALAY S/S	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
11	OM-MROD	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
12	PB 106	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
13	PB 114	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
14	PULANG LUPA DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
15	ROMBLON DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
16	SAN JOSE DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
17	SIBUYAN DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
18	TABLAS DPP	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
19	TINGLOY DPP	RB-IV-A-18	3 Reg. Guard		11,735.23	1,140.00				
20	PIG-B SATELLITE OFFICE	RB-MIMAROPA-09	3 Reg. Guard		11,845.81	1,140.00				
				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 group.

Name of Bidder _____ Authorized Representative _____ Designation _____

SECTION VIII

BIDDING FORMS



SECTION VIII – BIDDING FORMS

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SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders**A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)**

● Any of the following:

- PhilGEPS Certificate of Registration and Membership under Platinum Category in accordance with Section 8.5.2 of the IRR;

OR:

- The following updated and valid Class “A” eligibility documents enumerated under “Annex A” of the Platinum Membership:

- 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;

- Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or recently expired Mayor's/Business permit together with the official receipt as proof that the bidder has applied for renewal within the period prescribe by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement.

- Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

- Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;

OR:

- A combination thereof

- Valid license to operate a Private Security Agency

- 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

- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (*NPCSF-GOODS-02*) complete with the following supporting documents which will be submitted on the post-qualification date:

- Contract and/or Notice of award

- Certificate of Satisfactory Performance signed by the owner or owner's representative.

- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (*NPCSF-GOODS-03*) complete with the following supporting documents which will be submitted on the post-qualification date:

- Contract

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

- Certificate of Completion or Certificate of Acceptance or Official Receipt
 - Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-GOODS-04) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.
- b. (CLASS B)**
- Valid Joint Venture Agreement, if applicable (NPCSF-GOODS-05) OR
 - Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC , with
 - Certification from the Insurance Commission as authorized company to issue surety
- List of registered firearms using form NPCSF-SEC-01a
 - Affidavit of Undertaking (form NPCSF-SEC-02) to purchase the required firearms and ammunitions, in case the firearms and ammunitions are not available as required in the Technical Specifications
- List of required equipment to be dedicated to the NPC installation using form NPCSF-SEC-01b
- Certified True Copy of contract(s) to substantiate that the bidder has been operating for at least two (2) years immediately preceding the submission of bids
- Omnibus Sworn statement using any of the following form:
 - NPCSF-GOODS-07a - for Sole Proprietorship;
OR
 - NPCSF-GOODS-07b - for Partnership/Corporation/Cooperative/Joint Venture with the following supporting documents:
 - In the case of corporations, board/partnership resolution or secretary's certificate, granting full powers to the authorized signatory;

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

- For Joint-Venture, a resolution, duly signed by all the joint-venture partners granting full powers to the authorized signatory

B. THE 2ND ENVELOPE (FINANCIAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08)
- Duly signed and completely filled-out Bid Price Schedules (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- Detailed Computation of Bid Prices for each installation (NPCSF-SEC-03)

CONDITIONS:

1. Bidders shall submit five (5) set of documents. One (1) set containing either the originals or certified true copies of the first and second components of its bid and the other four (4) sets which are photocopies of the 1st set of documents (original or certified true copies). **EACH AND EVERY PAGE OF ALL 5 SETS** (original and the other four (4) sets) **must be authenticated with original signatures** (preferably in blue or red ink) by the bidder or his duly authorized representative. Non compliance shall be ground for disqualification.

If there is any discrepancy between the 1st set of original/certified true copy documents and the four (4) sets of photocopied documents of the same project, the documents in the 1st set of original/certified true copy documents shall prevail and shall be the basis for rating and evaluation of bids during bid opening.

Further, should there be any lacking documents in the four other copies, the reference for completeness for rating purposes shall be the set of original/ certified true copy documents.

2. For Joint Venture, each partner of a joint venture agreement shall submit the document required in ITB Clause 12.1(a)(i). Submission of all other documents required under ITB Clauses 12.1 by any of the joint venture partners constitutes compliance.
3. In the case of foreign bidders, the eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).

4. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

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	Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		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.

- Contract and/or Notice of Award
- Certificate of Satisfactory Performance signed by the owner or owner's representative.

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

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. _____	₱ _____
2. _____	₱ _____

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

1. _____

Witnesses

2. _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-05

Page 2 of 2

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 200__, personally appeared _____, authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____, AND _____ authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____ known to me to be the same person who executed the foregoing instrument consisting of two (2) pages, including the page whereon the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and they acknowledged before me that the same are their free and voluntary acts and deeds and that of the Corporations they represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

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) YEAR SECURITY SERVICES FOR SPUG MINDORO/ ROMBLON
AREA PLANTS AND INSTALLATIONS AND PROJECT IMPLEMENTATION GROUP
CLUSTER B SATELLITE OFFICE
(PR NO. S1-MRO20-004 & HO-PIB20-010)

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

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of 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.

¹ Select one and delete the other. Adopt same instruction for similar terms throughout the document.

SECTION VIII – BIDDING FORMS

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

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*

SUBSCRIBED AND SWORN to before me this _____ day of _____ 20____ at
_____, Philippines. *Affiant/s is/are* personally known to me and *was/were*
identified by me through competent evidence of identity as defined in the 2004 Rules on
Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me *his/her [insert type of
government identification card used]*, with *his/her* photograph and signature appearing
thereon, with no. _____ and *his/her* Community Tax Certificate No.
_____ issued on _____ at _____.

Witness my hand and seal this _____ day of _____, 20____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. ___, *[date issued]*, *[place issued]*
IBP No. ___, *[date issued]*, *[place issued]*

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-07a

**OMNIBUS SWORN STATEMENT
(SOLE PROPRIETORSHIP)**

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. I am the sole proprietor of *[Name of Bidder]*____ with office address at *[address of Bidder]*_____;
2. As the owner and sole proprietor of *[Name of Bidder]*_____, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for _____ *[name of project]*_____ of the **National Power Corporation**.
3. 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. *[Name of Bidder]*____ is authorizing the President of NPC or its duly authorized representative(s) to verify all the documents submitted;
5. I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
6. *[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;
7. *[Name of Bidder]*_____ complies with existing labor laws and standards and with the eligibility requirements under **ITB** Clause 5 of the bidding documents;
8. *[Name of Bidder]*_____ will accept corrections made to our bid to consider computational errors, omissions and other bid modifications, which shall be calculated in monetary terms to determine the calculated prices;
9. *[Name of Bidder]*_____ is free and clear of all tax liabilities to the government;
10. *[Name of Bidder]*_____ is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examined and accepted all of the Terms and Conditions of the Bidding Documents;

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-07a
Page 2 of 2

- b) Conducted site inspection and acknowledged all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
 - a) Inquired or secured Supplemental/Bid Bulletin(s) issued for the [Name of the Project]___; and
11. [Name of Bidder]_____ did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Name and Signature of
Bidder's Representative/Authorized Signatory

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: in the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-07b

**OMNIBUS SWORN STATEMENT
 (PARTNERSHIP/CORP/COOP/JV)**

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. I am the duly authorized and designated representative of *[Name of Bidder]*____ with office address at *[address of Bidder]*_____;
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the *[Name of Bidder]*____ in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable)]*;
3. *[Name of Bidder]*_____ is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]*_____ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of *[Name of Bidder]*_____ is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]*_____ complies with existing labor laws and standards and with the eligibility requirements under ITB Clause 5 of the bidding documents;
8. *[Name of Bidder]*_____ will accept corrections made to our bid to consider computational errors, omissions and other bid modifications, which shall be calculated in monetary terms to determine the calculated prices;
9. *[Name of Bidder]*_____ is free and clear of all tax liabilities to the government;
10. *[Name of Bidder]*_____ is aware of and has undertaken the following responsibilities as a Bidder:

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

SECTION VIII – BIDDING FORMS

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- a) Carefully examined and accepted all of the Terms and Conditions of the Bidding Documents;
- b) Conducted site inspection and acknowledged all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
- d) Inquired or secured Supplemental/Bid Bulletin(s) issued for the [Name of the Project]___; and

11. [Name of Bidder]_____ did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Name and Signature of
Bidder's Representative/Authorized Signatory

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20_____, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20_____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

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) YEAR SECURITY SERVICES FOR SPUG MINDORO/ ROMBLON AREA PLANTS AND INSTALLATIONS AND PROJECT IMPLEMENTATION GROUP CLUSTER B SATELLITE OFFICE** 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 **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per **ITB** Clause 5 of the Bidding Documents.

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

Dated this _____ day of _____ 20_____.

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Duly authorized to sign the 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.

(Name & signature of authorized representative)
AFFIANT

SUBSCRIBED AND SWORN TO before me this _____, day of _____ 20____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

Until _____

PTR No. _____

Date _____

Place _____

TIN _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____