



NATIONAL POWER CORPORATION

SUPPLEMENTAL /BID BULLETIN NO. 1 to the Bid Documents for the:

**TWO (2) YEARS SECURITY SERVICES FOR SPUG OM-LUZON OPERATIONS
DEPARTMENT (MINUYAN COMPLEX) AND SPUG NORTH LUZON AREA PLANTS AND
INSTALLATION UNDER PR NOS. S1-LOD24-004/ S1-MQN24-015/ REF. NO. PB240702-
NA00306**

18 JUNE 2024

All prospective bidders and authorized copy holders of the Bid Documents of the above-mentioned project are hereby advised of the changes in the provision of the Bid Documents, to wit:

INCLUSION OF PAGES (Refer to the attached pages)


Inclusion of the following pages for:

- Page II-ITB-1 under Section II – Instructions to Bidders
- Page II-ITB-3 under Section II – Instructions to Bidders
- Page VI-TS-7 under Section VI – Technical Specification
- Page VI-TS-13 under Section VI – Technical Specification
- Standard Form No.: NPCSF-GOODS-01 Page 2 of 3 under Section VIII – Bidding Forms
- Standard Form No.: NPCSF-GOODS-04 – Computation of Net Financial Contracting Capacity (NFCC) under Section VIII – Bidding Forms

All other terms and conditions shall remain the same.

For the information and guidance of all authorized copy holders of the Bid Documents and prospective bidders.

For the Bids and Awards Committee:


ATTY. MELCHOR P. RIDULME
Senior Vice President & COO and
Chairman, Bids and Awards Committee



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Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road)
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SECTION II – INSTRUCTIONS TO BIDDERS

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

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **SUPPLY OF TWO (2) YEARS SECURITY SERVICES FOR SPUG OM-LUZON OPERATIONS DEPARTMENT (MINUYAN COMPLEX) AND SPUG NORTH LUZON AREA PLANTS AND INSTALLATIONS** with Purchase Requisition Numbers **S1-LOD24-004 & S1-MQN24-015**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for two (2) years in the amount of (₱38,562,842.16).

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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



SECTION II – INSTRUCTIONS TO BIDDERS

office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

SECTION VI – TECHNICAL SPECIFICATION

the total number of regular guards required under this Contract;

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

7.7.1.3 The AGENCY hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of NPC to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of NPC including authorized visitors in the execution of their duties;

7.7.1.4 The AGENCY shall diligently and faithfully serve the best interests of the NPC in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of NPC which any member of the security force of the AGENCY may have acquired by reasons of such contractual relationship;

7.7.2 Time Management:

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

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

7.7.3 Management and Suitability of Personnel;

7.7.3.1 The AGENCY shall assign only members of the security force who are acceptable to NPC (head of installation or his designee) and the AGENCY shall not pull out any security guard from NPC or redeploy any guard to another

SECTION VI – TECHNICAL SPECIFICATION

- 9.2.2 Classification of offenses. Except in cases already specifically provided in this contract, the following term shall be construed to mean as indicated:
- 9.2.2.1 Light offenses committed by AGENCY shall include, but not limited to:
- 9.2.2.1.1 Late or failure to maintain and/or submit records/reports;
 - 9.2.2.1.2 Posting security personnel not covered by written contract; and
 - 9.2.2.1.3 Other similar offense pursuant to existing laws, rule and regulations.
- 9.2.2.2 Less grave offense committed by AGENCY shall include but not limited to:
- 9.2.2.2.1 Ordering its posted security guards to conduct illegal search;
 - 9.2.2.2.2 Posting unlicensed personnel for duty;
 - 9.2.2.2.3 Posted personnel not wearing the prescribed uniform; and
 - 9.2.2.2.4 Other similar offense pursuant to existing laws, rules and regulations.
- 9.2.2.3 Grave offense committed by AGENCY shall include but not limited to:
- 9.2.2.3.1 When the Agency has been found to be violating the minimum wage rates fixed by law that should be granted to the security guards.
 - 9.2.2.3.2 Use and / or possession of firearm that is personally owned by the guard or other person or entity other than the firearm of the Agency.
 - 9.2.2.3.3 Issuing unlicensed firearm to guards;
 - 9.2.2.3.4 Abuse or acting beyond the scope of authority;
 - 9.2.2.3.5 Use and/or employment of security guard for purposes of committing threats, intimidation, coercion or any other crime/offenses, including show of force;
 - 9.2.2.3.6 Violation of Sections 237 (Security Services Operator's Creed), 238 (Code of Conduct), and



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 - 9.2.2.3.6 Violation of Sections 237 (Security Services Operator's Creed), 238 (Code of Conduct), and

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

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
- Duly Signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - for Sole Proprietorship:
 - Special Power of Attorney
 - for Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable) signatory
- Documents to be submitted with the Bid as specified in Clause 4.0 of Section VI - Technical Specifications.
- Conformity with the Technical Specification, which may include manpower requirements, if applicable

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

- Original of duly signed and accomplished Financial Bid Form (NPCSF-GOODS-08); and
- Original of duly signed and accomplished Price Schedule(s) Section VII- Schedule of Requirements (Bid Price Schedule).

CONDITIONS:

1. Each Bidder shall submit two (2) copies of the first and second components of its Bid, marked Original and photocopy for EACH PACKAGE. Only the original copy will be read and considered for the bid. Any misplaced document outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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 : _____