



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
NATIONAL TELECOMMUNICATIONS COMMISSION
BIR ROAD, EAST TRIANGLE, DILIMAN, QUEZON CITY

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

for the

PROVISION OF SECURITY SERVICES FOR THE CENTRAL OFFICE AND THE NATIONAL CAPITAL REGIONAL OFFICE OF THE NATIONAL TELECOMMUNICATIONS COMMISSION (NTC)

Project Identification Number: NTC-PB-2021-11-01

November 2021

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement

of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects,

irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
NATIONAL TELECOMMUNICATIONS COMMISSION
BIR ROAD, EAST TRIANGLE, DILIMAN, QUEZON CITY

Project Identification Number: NTC-PB-2021-11-01

INVITATION TO BID FOR THE Provision of Security Services for the Central Office and the National Capital Regional Office of the National Telecommunications Commission (NTC)

1. The National Telecommunications Commission (NTC), through the FY 2022 National Expenditure Plan (NEP) for MOOE, intends to apply the sum of Seven Million Eight Hundred Thousand Pesos (P 7,800,000.00) being the Approved Budget for the Contract (ABC) for the Provision of Security Services for NTC-Central Office (CO) & NTC-National Capital Region (NTC-NCR). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Telecommunications Commission (NTC), through the Bids and Awards Committee (BAC) I, now invites bids for the above Procurement Project. Delivery of the Goods and Services is required for the period **January 1, 2022, to December 31, 2022** and shall be delivered within thirty (30) calendar days from receipt of the Notice to Proceed. Bidders should have completed, within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective bidders may obtain further information from National Telecommunications Commission (NTC)- Bids and Awards Committee (BAC1) Secretariat and inspect the Bidding Documents at the address given below during office hours or from 8:00 am to 5:00 pm (except on Saturdays, Sundays, and Holidays).
5. A complete set of Bidding Documents may be acquired by interested Bidders starting on November 5, 2021 (except on Saturday, Sunday & Holidays) from the given address and website(s) below, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the *GPPB*, in the amount of Ten

Thousand Pesos 10,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the National Telecommunications Commission (NTC), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of the bids.

6. The National Telecommunications Commission (NTC) will hold a **Pre-Bid Conference on November 12, 2021, at 10:00 A.M through Hybrid Conference via Zoom Application and Face-to-Face to be held at the 4/F NTC Multipurpose Hall, NTC Bldg., BIR Road, East Triangle, Diliman, Quezon City** as a precautionary measure to reduce the transmission of Covid-19, which shall be open to all prospective bidders.

All prospective bidders are advised to contact the BAC Secretariat through email at bacl@ntc.gov.ph or landline no. (2) 8924-3744 / 8924-4006, in advance or prior to the scheduled procurement activity, to confirm attendance and to get the log-in details for the zoom application meeting.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 10:00 A.M of November 25, 2021**, at NTC Building, BIR Road, East Triangle, Diliman, Quezon City.

Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. The bid opening shall be on **November 25, 2021, at 10:00 A.M** at the given address below and via Zoom Application. For the Zoom Application Meeting password, kindly email the BAC Secretariat at bacl@ntc.gov.ph or contact us at (2) 8924-37-44 / 8924-4006.

Bidders who are physically present during the opening may view and participate in the activity through videoconferencing in a designated area inside the NTC premises.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The National Telecommunications Commission (NTC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

*Engr. Anna Liza Buenviaje
Chair, BAC Secretariat
NTC Bids and Awards Committee
2/F National Telecommunications Commission Building
BIR Road, East Triangle Diliman, Quezon City
Telephone Nos.: 8924 3744 FAX. No. 89243744
Email: (BAC1@ntc.gov.ph)*

12. You may visit the following websites:
For downloading of Bidding Documents:

- PhilGEPS: <https://notices.philgeps.gov.ph/>
- NTC website: www.ntc.gov.ph

Date of Issuance of Bidding Documents: November 5, 2021



SAMUEL S. SABILE

Chairperson

NTC, Bids and Awards Committee I

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, National Telecommunications Commission (NTC), wishes to receive Bids for the Provision of Security Services for NTC-Central Office (CO) & NTC-National Capital Region (NTC-NCR), with identification number **NTC-PB-2021-11-01**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2022 National Expenditure Plan (NEP) for MOOE in the amount of a) P 6,300,000.00 for Central Office and b) P 1,500,000.00 for NCR with the total amount of Seven Million Eight Hundred Thousand Pesos (P 7,800,000.00).

2.2. The source of funding is:

- a. NGA, the National Expenditure Program for FY 2022.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **March 25, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

- 19.4. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed

Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Provision of Security Services in the Government / Private Entities. b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP National Telecommunications Commission located at NTC Bldg., BIR Road East Triangle Diliman, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>One Hundred Fifty-Six Thousand Pesos P 156,000.00</i> or 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Three Hundred Ninety Thousand Pesos P 390,000.00</i> or 5% of ABC if bid security is in Surety Bond.
15.0	Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid. Documents to be submitted shall be properly tabbed and labeled.
19.3	The goods are grouped in a single lot composed of two sub-lots (Central Office and National Capital Regional Office) for the purpose of bidding, evaluation, and contract award with ABC of P7,800,000.00.
20.2	<i>No further instructions</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in NTC Building. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="text-align: center;">RAMON P. RODULFO NTC-GSD, Chief</p> <p style="text-align: center;">DUTIES AND RESPONSIBILITIES OF THE WINNING BIDDER</p> <p>a. The Security Guard is to maintain peace and order at the premises of the NTC, to watch, safeguard and protect the NTC from theft, robbery, arson, and destruction of damages. The guard shall further protect the NTC’s officers, personnel, visitors and guests from assault, harassment, threats or intimidation, and finally to enforce and implement company policies, rules and regulations; and</p> <p>b. In addition to the duties and responsibilities of safeguarding and protecting the NTC properties and the personnel working there at, the security agency shall periodically conduct security inspection without any additional service charge or fees and recommend to the NTC measure that would be necessary to safeguard the NTC’s premises and properties; and</p> <p>c. The Security Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of</p>

performance criteria. The performance criteria to be applied shall include, among others, the following:

- A. Quality of Service delivered.
- B. Management and Suitability of Personnel.
- C. Contract Administration and Management.
- D. Time Management.
- E. Provision of Regular Progress Reports.

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

Spare Parts (not applicable)

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

Select appropriate requirements and delete the rest.

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

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

Packaging (not applicable)

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures,

salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation (not applicable)

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest

	<p>Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights (not applicable)</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment Scheme:</p> <ol style="list-style-type: none"> 1. Payment to the Contractor shall be made on a monthly basis upon submission of billing statement, duly accomplished service and inspection report forms and other documentary requirements. 2. Payment shall be subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by security personnel deployed by the winning Contractor and upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll, and remitted the corresponding premiums to Pag- IBIG, SSS, PhilHealth, ECC, etc.
4	The inspections and tests that will be conducted are not applicable.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Provision of Security Services with the following Security Guard Assignments:			01 January 2022 to 31 December 2022
	a. Central Office (CO)		12	
	7 days: 12 hours work/day; 7 AM - 7 PM	6		
	7 days: 12 hours work/day; 7 PM - 7 AM	4		
	5 days: 8 hours work/day; 7 AM - 4 PM / 8 AM - 5 PM	2		
	b. National Capital Region (NCR)		4	
	7 days: 12 hours work/day; 7 AM - 7 PM	1		
	7 days: 12 hours work/day; 7 PM - 7 AM	1		
	5 days: 8 hours work/day; 7 AM – 4 PM / 8 AM-5 PM	2		
	TOTAL			16

Statement of Compliance

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply with the conditions set forth in the Contract with respect to this **Section VI. Schedule of Requirements**, if our bid is considered for award.

Name and Signature of Bidder's Authorized Representative

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

General Requirements/ Specifications

Item Number	Specifications	Statement of Compliance
1	Minimum Qualifications of Security Guards	
2	Minimum Security Equipment and Other Requirements	
3	Security Plan of the National Telecommunications Commission	
4	Organizational Structure of the Security Force	
5	Work Schedule / Assignments	
6	Operating Policies and Procedures	
7	NTC Performance Criteria	

A. Minimum Qualifications of Security Guards

The Security Guards shall have the following minimum qualifications:

- a. Must be at least 21 years old.
- b. Must be at least high school graduate.
- c. Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs to include, among others, first-aid administration, fire-fighting techniques, and for security guards with more than one year experience.
- d. Physically and mentally fit.
- e. Of good moral character and reputation supported with NBI Clearance.
- f. Knows how to deal pleasantly and courteously with personnel, clients and the general public, supported with a Certification from the Security Agency.

Provided that items (b), (c), and (d) shall be supported with a regular license (Private Security License Card).

Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

B. Minimum Security Equipment and Other Requirements

Equipment	CO	NCR
1. Licensed Firearms		
<input type="checkbox"/> Shotgun	One (1)	
<input type="checkbox"/> 9-mm caliber Handgun	Six (6)	Two (2)
2. Metal Detector	Two (2)	One (1)
3. Licensed Radio Communications Equipment	Six (6)	Two (2)
4. Search Mirror	One (1)	
5. High-performance desktop computer with printer for reporting, recording and monitoring purposes	One (1)	
6. Surveillance monitoring equipment which include the following:		
<input type="checkbox"/> 24-channel 1080P digital video recorder with 4TB internal Hard Disk Drive, including materials, installation and commissioning	One (1)	
<input type="checkbox"/> 32-inch LED high definition monitors	Two (2)	
<input type="checkbox"/> High-Definition CCTV cameras	Twenty (20)	Four (4)
<input type="checkbox"/> 4TB external hard disk drive.	Five (5)	
7. Augmentation guard during special or extraordinary occasions at no extra cost to the Commission.	At least Three (3)	
8. Repair and re-painting of parking signboards.	As necessary	

C. Security Plan of the National Telecommunications Commission

I. MISSION

To conduct comprehensive security operations for the protection of NTC officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

II. OBJECTIVE

- a. To undertake security measures for total protection of NTC officials, personnel and properties against theft, sabotage, arson, pilferage, robbery and other unlawful acts.
- b. To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural).
- c. To undertake preventive measures that will deter unauthorized individuals from entering the NTC compound.
- d. To enforce existing NTC security rules and regulations on personnel.
- e. To perform other operations as deemed necessary by NTC management

III. CONCEPT OF IMPLEMENTATION

a. PRE-DEPLOYMENT PHASE

In coordination with NTC management and the outgoing security contractor, the incoming security contractor shall organize an advance team who will conduct a pre-deployment orientation onsite. At the expense of the winning bidder, the said advance team will render duties side by side with the personnel of the outgoing security provider two (2) days before the formal assumption.

b. SERVICE TAKE OVER/DEPLOYMENT PHASE

1. A minimum of eight (8) hours before expiration of the security contract of the outgoing security contractor, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the NTC Security Coordinator. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with the new assignments.
2. With the consent of the officers of both parties, staffs of the outgoing security provider shall pass through the security searching and frisking procedures upon their departure from the premises of NTC. All office equipment, furniture, paintings, vehicles and other items with significant value that is to be brought outside the NTC compound shall be accompanied by Gate Pass issued by authorized NTC Property Officer assigned at the General Services Division, Administrative Branch.

3. Authorized representative of the outgoing security contractor shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor in the presence of the authorized NTC representative prior to their departure.
4. A list of incoming security personnel who will take-over duties at the NTC together with their individual bio-data and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted three (3) days in advance to the NTC Security Coordinator for his scrutiny and approval.
5. During the actual takeover of duties at the NTC, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming security contractor (agency).
6. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Proposal) and all necessary documents such as duty detail order, guard's license, copy of firearms license, and individual company ID.

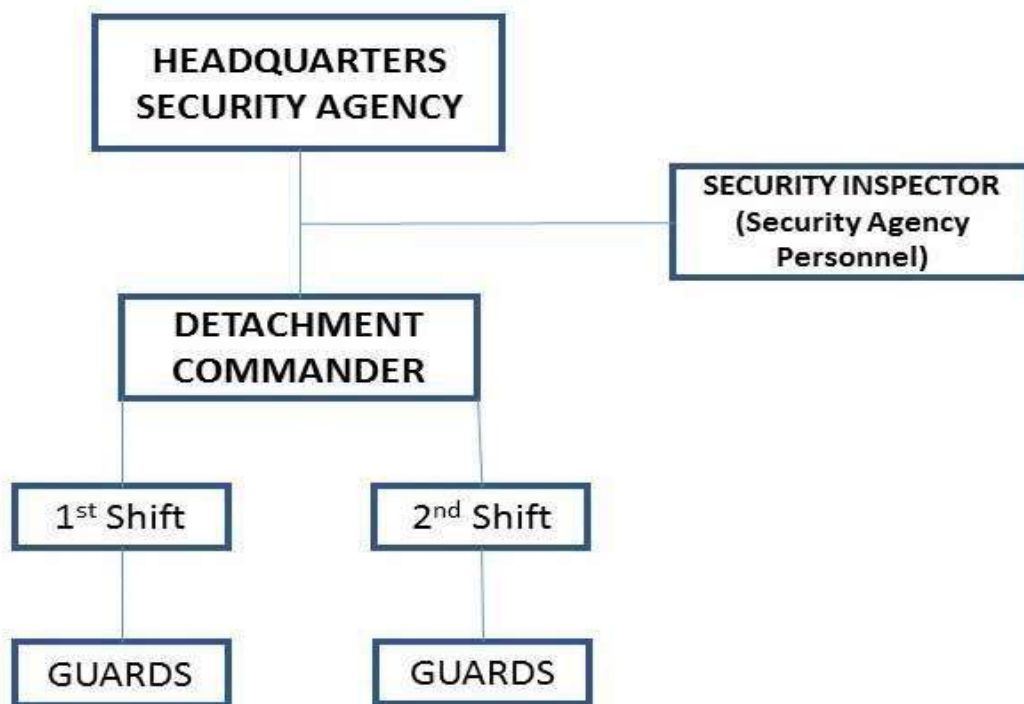
c. **LOGISTICS**

1. Security Contractor will provide the security force with the minimum equipment required under the bidding rules such as service transportation, firearms, licensed radio communications equipment and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of NTC.
2. The Security Contractor will also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

d. **ADMINISTRATION**

1. Organizational Structure
2. Minimum Security Equipment Required by NTC
3. Security Guards Assignments / Tour of Duties
4. Operating Policies and Procedures
5. Regular monthly meeting with the Client or as necessary announced and unannounced visit/inspection by NTC

D. Organizational Structure of the Security Force



Site : NTC Central Office
NCR Regional Office
BIR Road, East Triangle, Diliman, Quezon City

E. Work Schedule / Assignment

ITEM NO.	SECURITY STATION	NO. OF GUARDS	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTY
	Central Office- First Shift				
1	Roving - Detachment Commander	1	7 AM – 7 PM	12	Mon. – Sun.
2	Main Gate Entrance	3	7 AM – 7 PM	12	Mon. – Sun.
3	Main Entrance Door	1	7 AM – 7 PM	12	Mon. – Sun.
4	Back Door Area	1	7 AM – 7 PM	12	Mon. – Sun.
	Central Office- Regular Shift				
5	Main Entrance Lobby	1	7 AM – 4 PM	8	Mon. – Fri.
6	Parking Area	1	8 AM – 5 PM	8	Mon. – Fri.
	Central Office- Second Shift				
7	Roving - Deputy Detachment Commander	1	7 PM – 7 AM	12	Mon. – Sun.
8	Main Gate Entrance	1	7 PM – 7 AM	12	Mon. – Sun.
9	Building Area	1	7 PM – 7 AM	12	Mon. – Sun.
10	Back Door Area	1	7 PM – 7 AM	12	Mon. – Sun.
	NCR – First Shift				
11	Building Area	1	7 AM – 7 PM	12	Mon. – Sun.
	NCR – Regular Shift				
12	Main Entrance Door	1	8 AM – 4 PM	8	Mon. – Fri.
13	Basement Parking	1	8 AM – 4 PM	8	Mon. – Fri.
	NCR – Second Shift				
14	Building Guard	1	7 PM – 7 AM	12	Mon. – Sun.

F. Operating Policies and Procedures

This operating policies and procedures of the Security Guards are hereunder grouped into functions, duties and responsibilities, place of assignments, number of hours of duties, equipment requirements, and actions to be followed in times of natural and man-made disasters.

1. HEADQUARTERS OF SECURITY AGENCY

- a. Act as liaison with NTC Management.
- b. Provide guidance to the Detachment Commander
- c. Extend managerial support to the Detachment Commander.
- d. Procure supplies and equipment that are needed by the Security Force.
- e. Provide assistance to the members of the Security Force assigned at NTC
- f. Monitor the daily operations of the Security Force at NTC installations
- g. Provide security related services like VIP escort, background investigation, surveillance and other duties as the NTC management may direct.

2. DETACHMENT COMMANDER / DEPUTY DETACHMENT COMMANDER

- a. Has over-all responsibility of the members of the security force in the NTC premises.
- b. Provide leadership and direction for the Shift-In-Charge and Security Guards.
- c. Responsible to the NTC management for the implementation of all rules and regulations relevant to security matters.
- d. Monitor the performance and efficiency of guards and recommend the relief of misfits.
- e. Serve as liaison between the NTC and the Security Agency.
- f. Prepare and submit special reports of unusual incidents.
- g. Submit and prepare guard detail order and monthly security report and conditions of secured properties.
- h. Advise NTC officials concerned regarding measures to be undertaken to improve the security of the building premises
- i. Conduct Troop Information and Education to all guards once a month or as the need arises.
- j. Perform other duties as NTC and/or the security agency may direct.
- k. Conducts inspection and visits posts within the Area of Responsibility (AOR).
- l. Implements the security policies and directives of NTC.

3. BUILDING GUARDS

- a. Operate and enforce the system of personnel identification.
- b. Observe and patrol designated perimeters, areas, structures and activities of security interest.
- c. Apprehend persons attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.

- d. Check depositories, rooms, or buildings of security interest any time, in addition to the normal working hours to determine that they are properly locked and are otherwise in order.
- e. Enforce the established system control over the removal of property and material from the compound, as may be applicable.
- f. Respond to protective alarm signals or other indicators of suspicious activities of lawless elements.
- g. Enforce NTC rules and regulations.
- h. Screen visitors with utmost courtesy and guide them to the office they desire to transact business. Also notify by phone the official or employee to be visited.
- i. Issue a visitors pass in exchange of a current and valid government issued identification card.
- j. Advise all visitors and employees to pin their ID while inside the building.
- k. Prohibit individuals or groups from loitering in the lobbies or building entrances.
- l. Prohibit vendors or solicitors from entering the office during office hours.
- m. Inspect thoroughly using metal detector all bags, packages and attaché case hand carried by visitors.
- n. Maintain a logbook for visitors and a separate logbook for office personnel.
- o. Conduct inventory of movable equipment in the office.
- p. Unplug electrically operated office equipment and appliances left by employees.
- q. Be familiar with the fire alarm system as well as the location of fire-fighting apparatus.
- r. Submit reports on any unusual incidents.
- s. Perform other duties as NTC and/or the security agency may direct.

4. ENTRANCE/EXIT GATE/PARKING GUARDS

- a. Control flow or traffic and direct drivers to park vehicles properly in designated parking areas.
- b. Safeguard and protect parked vehicles from pilferage of accessories and other attachments.
- c. Not allow NTC vehicles to leave the compound without necessary trip ticket and gate pass duly signed by the authorized signatory.
- d. Maintain a logbook on the arrival and departure of NTC vehicles.
- e. Control the parking of vehicles of visitors to the designated parking area. Employee's vehicles shall be allowed entry and to park in the designated area for privately owned vehicles. When departing, however, their vehicles shall be subjected to inspection as NTC vehicles.
- f. Enforce all existing NTC security rules and regulations (to be discussed by the NTC Security Officer).
- g. Conduct inspection of all offices inside the building after office hours to switch off all electrical equipment neglected by the NTC employees.
- h. Switch-off all necessary perimeter security lights within area of his responsibility during nightfall.
- i. Submit reports of any unusual incidents
- j. Perform other duties as NTC and/or the security agency may direct.

5. ROVING GUARDS

- a. All roving guards must politely guide, check and observe situations of visitor/s within area of responsibility.
- b. Guide visitors to their office destination.

- c. Check and prevent unauthorized persons from loitering in the corridors or entering offices without official business or transactions.
- d. Check all office equipment and appliance before or after office hours. See to it these office equipment and appliances are in proper places, and then close/lock all offices after determining that everything is secured.
- e. See to it that all lights are switched off and all electrically operated equipment and appliances are unplugged when occupants of an office are all gone.
- f. Impose all existing NTC security rules and regulations.
- g. Be familiar with the location of fire alarm system and firefighting apparatus.
- h. Be alert at all times.
- i. Submit reports on any unusual incidents.
- ii. Perform other duties as NTC and/or agency may direct.

6. COMPOUND / BUILDING SECURITY ACCESS SYSTEM

Secure all main entry/exit doors and gates during and after office hours in order to prevent entry of people carrying deadly weapons, explosive, toxic chemicals, contraband items, prohibited drugs and other harmful materials to prevent pilferage and any property destruction.

6.1. Check entry of packages, boxes, equipment, firearms and other deadly weapons, etc., to prevent destruction or loss of lives and properties (e.g. bombs).

For hand-carried items:

The guards shall:

- a. Monitor by using metal detector and frisk suspicious looking people of deadly weapons, explosives, contraband items, prohibited drugs and other harmful substances.
- b. Inspect all bags and parcels to ensure that no deadly paraphernalia are brought inside the compound.
- c. Inspect the surroundings for suspicious objects which does not belong to the ground.
- d. Require individuals possessing firearms to leave/deposit the firearm to the security guard after issuing a deposit slip.
- e. Turn over to the nearest police station individuals who are found possessing deadly or other harmful materials and/properties.
- f. Call the recipient of the delivery boxes to confirm whether or not he/she is expecting delivery boxes/properties.

For vehicles of visitors, clients and employees:

- a. Maintain a record of departure and arrival of vehicle within client premises. The record will indicate the plate number, time-in and out, the name of the driver and company.
- b. All vehicles entering the compound will be subject to thorough inspections. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest.
- c. Direct the inward and outward flow of traffic and apply existing parking regulations.
- d. Visitors who refuse to subject his vehicle for inspection shall be denied entry.
- e. The guards at the entrance gates must be equipped with the under-chassis mirror for inspection under the vehicle.

6.2. Record entry of packages (except food items), boxes, equipment, firearms and deadly weapons.

The guard shall:

- a. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/residence address, purpose of visit, signature and time in/out.
- b. Verify with the recipient of delivered boxes if he is expecting any delivery.

6.3 Safekeeping of the deadly weapons

- a. Individuals found in possession of deadly weapons will be subject for investigation. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the name of the owner, model/type/caliber of firearm, date & time in/out. When the owner needs to leave the compound he/she must surrender the deposit slip to the guard to retrieve his weapons/firearms.
- b. Individuals in possession of deadly weapons who are found unauthorized by law will be apprehended and turned over to the nearest police station.

6.4 Check exit of package, boxes and equipment.

Hand-carried NTC property brought out of the compound shall be accompanied with property pass slip signed by the authorized NTC property officer.

- c. Guards shall deny the pull-out of the NTC property that is not covered by pass slip.
- d. Guards must inspect and ensure that the property being brought out are indicated in the property slip or gate pass. They will record the name/kind of the equipment including the serial number, person responsible, time and date. Sealed boxes brought outside the complex will be required for inspection.

Inside vehicle

- a. The gate guard will require the owner of every vehicle intending to leave the area to open its trunk compartment. If NTC property is found on board, pass slip or gate pass shall be required.

7. MAINTAIN A LIST OF NTC OFFICIALS WHO ARE AUTHORIZED TO ISSUE ACCESS PASSES/AUTHORITY

- a. Every guard post will be provided with a list of NTC officials who are authorized to sign the property pass. The list shall contain the signature of the authorized representative for comparison with the submitted gate pass of the concerned party.
- b. If the gate pass is found suspicious, the guard shall verify with the signatory if he issued such gate pass to the specified person.

8. CHECK ENTRY OF INDIVIDUALS FOR PROPER IDENTIFICATION

- a. NTC employees who are issued NTC ID cards upon employment shall wear them at all times.
- b. Employees who do not have their ID cards must be advised to secure NTC ID at the Human Resource Division.
- c. Strict implementation of "NO ID. NO ENTRY" system on all gates and entrances of NTC for security purpose shall be imposed.

- d. Visitors are required to present/show valid identification, such as school or office ID, voters ID, etc. before signing in on the logbook
- e. Upon entry at the compound, the guard shall require them to sign/log in the visitor's logbook indicating the name, address, purpose, time in and out, and signature. Then they are required to leave their personal ID in exchange of a Visitor's pass which they will wear while inside the compound.
- f. Direct/guide lost visitor and other non-organic personnel who transacted business within the compound.
- g. All guards at the entrance and exit areas, shall maintain a logbook or log sheets for visitors. Logbooks must be kept in the security office, and shall be made available when asked for verification purposes.

9. CHECK ENTRY OF VISITORS WITH VEHICLES

- a. A control on the number of vehicles entering will be implemented to avoid congestion. The guard shall require the owner or driver of the vehicle to leave his license to the guard at the entrance gate. The guard will record the owner's name including the name, type of vehicle, time in and out. Upon leaving the compound the driver's license shall be returned.
- b. A record of arrival and departure of vehicle will be kept in the possession of the security detachment commander and be made available for verification when the need arises.
- c. The guard on duty must properly control and direct the entrance of any vehicle parked within the prescribed parking area operated by the management into designated areas, such as restricted or administrative parking area. Designated parking areas shall be marked and lighted. Loading and unloading operations shall be supervised by guards to assure that unauthorized material or person enter/leave the building premises.
- d. The guard shall direct the inward and outward flow of traffic and employ existing parking regulations. He must also direct traffic at the parking area to avoid congestion.

10. CHECK ENTRY OF SERVICE PERSONNEL OR CONTRACTORS FOR PROPER ID, DECORUM AND AUTHORIZATION

- a. Monitor the entry of contractor's personnel working inside the NTC compound.
- b. Require the contractor's personnel to present his authority i.e. request for repair in order for the guards to verify the veracity of the request by coordinating with the issuing official.
- c. When contractual repairs are being undertaken, employees of the contractor must be accompanied at all times by the client representative while performing the repairs.
- d. Personal belongings of these contractor employees shall be inspected when entering and leaving the NTC premises.

11. MONITOR RETURN OF PASSES ISSUED AND CHECK THE WHEREABOUTS OF PERSONS TO WHOM PASSES WERE ISSUED

The visitor's tag and the pass slip and/or written authority are to be returned to the issuing guard at the time the visitors leave the NTC compound.

12. EMERGENCY PLAN

Security officers are enjoined to act during disaster whether man-made or natural calamity. Below are the procedures to be followed:

a. Fire

Fire will develop when the three elements are present, known as the “triangle of fire” namely: fuel, heat and air. If one is absent the fire cannot exist. Fire also has three classifications; they are classified under class A, B or C. In our country, classes AB or C are common causes of fire. Class “A” is made of light materials such as papers, wood, and the like. Class “B” is composed of flammable liquid such as alcohol, gasoline etc. Lastly, Class “C” is caused by electrical circuits.

Because of these classification manufacturers of fire extinguisher created three types of fire extinguishers.

1. In case of fire, responding guard shall first determine the cause of fire. After determining, he shall use fire extinguisher intended for that classification of fire.
 - a. In using extinguisher the guard shall remember the “PASS” which means P-pull the pin, A-aim the nozzle, S-squeeze and S-sweep to the base of the fire until it is totally covered. Secure all entrance and exit doors and allow no one to enter the building except those who are authorized.
2. If the fire cannot be stopped, the guard shall immediately push the alarm button. Any guard who hears this alarm shall immediately initiate the following;
 - a. Call the nearest fire department.
 - b. All emergency exits shall be opened.
 - c. Identify and prepare safe place for evacuation and for temporary use by the victims.
 - d. Observe any suspicious looking individual who could be a possible arson suspect.
 - e. Record the event of fire from time to time, e.g. color of smoke, speed of fire, location and the origin of fire. This will help fire investigators in locating possible evidences.
3. After the fire is contained and the building is declared safe by fire experts, guards will allow no one to enter the gutted building except those authorized.

b. Bomb Threat

Bomb threats are usually received through telephone calls and experts say that 99 % of which are prank calls and only 1% is true. In this kind of situation, precautionary measures shall be immediately initiated.

In case of bomb threat, the following shall be initiated by the security force assigned at NTC:

1. To avoid panic among the employees and clients inside the building, security force shall use a coded music or sound that only familiar to security force on duty.
2. The Detachment Commander shall standby near the telephones to receive calls and take note of the following when another call is received. Encourage the caller to talk and if possible ask the caller for the location of the bomb.
 - a) The gender of the caller.
 - b) Determine whether it is a serious or a prank call.
 - c) Take note of the background noise heard on the other phone.
 - d) Other matters that will lead to identify/locate the caller.

3. Coordinate with the local law enforcement authorities, call the bomb disposal units and inform the fire department.
4. Tighten security measures by implementing luggage control and body frisking.
5. Cordon the area that is being identified by the caller and as much as possible know the location of the bomb.
6. Execute an immediate search of the area if there is still enough time.
7. If the bomb is found, do not touch it. Cordon the area, There may be tiny wires that may trigger the bomb to explode.
8. Evacuate people in the nearby places that may be reached by the explosion.
9. If the bomb squad expert already defused the bomb, execute a search for the second time to clear the area before allowing anybody to enter the place.

c. Typhoons

Typhoons can be monitored through news report. This kind of calamity may cause loss of properties and even lives. Security officers must follow these instructions:

1. Observe the surroundings and determine areas in danger from falling tree branches and flying debris.
2. If the area is flooded, check if the water reaches the electrical outlets, if so, inform the maintenance section to switch-off the power line
3. Prepare all emergency lights for possible power cut-off.
4. Locate safe places for evacuation in case the situation will worsen.
5. Monitor radio news report for updates of the present situations.
6. After the typhoon, request maintenance personnel to inspect all electrical lines especially plugs in the lower level for possible damage.

d. Reported loss and incident of theft/robbery case

1. Upon receiving a complaint for loss of properties, the Security Officer shall immediately proceed to the scene of the crime for possible preservation and recovery of traces of evidence. If possible take photograph of the crime scene without touching anything
2. List down personnel present during the discovery of the loss.

3. Conduct initial investigation, interviews, gather evidence and information necessary in the preparation of incident report.
4. Summon assistance from agency investigators if the need arises.
5. Prepare Incident and Progress Report and submit the same to the Detachment Commander for proper coordination.
6. Blotter the incident with the nearest police station that has jurisdiction of the place.

e. Picket/Mass Demonstration

In the event of any impending picket/mass demonstration the following course of action is highly recommended:

1. Notify the management or its authorized representatives.
2. Keep in contact with the management for further instruction.
3. Request for additional security guards to enforce perimeter guards to prevent possible looting, sabotage and vandalism.
4. Coordinate with management regarding the need for detail of policemen at the picket area to maintain peace and order. Arrange with management for subsistence and allowances and such other logic needs as may be required.

f. Traffic plan for normal and emergency situation

1. For normal situation, the rules and regulations on pedestrian and vehicle traffic shall be strictly implemented such as car pass sticker, speed limit, designated parking and no parking areas, overnight parking, enforcement of safety helmet to motorcycle riders and driving practice inside the compound. To prevent parking spaces to deplete, owners of vehicles who intend to park their vehicles overnight must secure approval from the Chief of General Services Division.
2. For emergency situations such as demonstration or rally being held within the premises or compound of NTC, security personnel shall initiate action that will preempt a condition of chaos or mob rule. In the event NTC management will request for additional security personnel, the Security Agency will immediately dispatch the number of security guards requested to control the crowd especially those who shall force to enter in order to sow chaos and disorderly conduct.
3. During emergency situations, all stay-in off-duty security guards shall be utilized to control the on-going disturbance.
4. In time of emergency, all security personnel and augmentation force shall be under the supervision of the Chief of General Services Division. All actions of the guards must be cleared by the Detachment Commander and the Chief of General Services Division or from his duly authorized representative.

g. Hostage Situation

Hostage situation is a complicated case, so we normally course the handling of the case to an expert of the PNP or other law enforcement agency with expertise in this kind of situation. However, the guard in the area of responsibility facing this kind of situation can help by doing the following:

1. Guards shall immediately notify NTC management thru the GSD and at the same time the nearest PNP unit of the hostage situation for immediate help.
2. Guards must keep the line of communication open for the hostage taker and if necessary the hostage victim in order to determine the motive and purpose of the hostage taker.
3. Guards must avoid being reckless and avoid any confrontational approach with the suspect.
4. Guards on duty shall not allow other people to intervene, wait for the arrival of the PNP personnel and other government authorities who are experts in crisis management during hostage taking.
5. Guards must coordinate with the PNP personnel and Crisis Management Team for any information that they gathered.

h. Coup De' Etat

This is a situation of national security concern. The security force in the area must not cooperate with the rebel group. The guard on duty must immediately inform the NTC management as well as his agency of the situation they have encountered.

Since this is a priority concern, at the direction of the Chief of General Services Division or his duly authorized representative, all security personnel shall implement the special course of action by evacuating NTC personnel to safer areas. Immediately, the guards shall immediately relay the message of concern to their supervisors.

In case the rebel group have intruded the perimeter of NTC, the guard on post and all available off duty guards and officers will immediately wait for the supervision of the PNP and AFP. As a Para-military unit, it can therefore be activated by the higher headquarters to act and support the AFP in times of emergency.

i. Earthquakes

In case of an earthquake, security guards are expected to act as first responders, therefore they must have undergone the basic course in the basic life support or first aid. Earthquakes are natural hazards and it cannot be predicted. Our priority concern here is to set in place procedures of how we can help mitigate or prevent damages to a minimum level. During the earthquake guards shall do the following.

1. Shall remain calm and responsible in managing people traffic to evacuate the building. Ensuring they are actually following the practiced earthquake drill.
2. Shall immediately assist to the best of his ability to protect and evacuate to a safer area the concerned VIPs and employees of NTC.

3. Shall notify all employees to avoid using the elevator because chances are there might be power failures and they might be trapped inside.
4. Assist children, elderly, pregnant women and person with disabilities in evacuating the building.
5. Search for other persons left in the building after evacuation and report all damages in properties and injured person to the General Services Division as well as to the security agency.
6. Send immediately those injured person in the course of the quake to the nearest hospital.
7. Make sure there is record of people arriving in and leaving the building, use the information to find out if there is somebody missing

OTHER SERVICES:

The security agency on its account shall provide additional services to the NTC and its branch offices, free of charge, namely:

1. Nightly inspection of the guards on post by designated agency inspectors;
2. Investigate reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by agency investigator duly accredited by the PNP-SAGSD;
3. A bi-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of NTC;
4. In-service training program and re-training of security personnel, especially on the four basic rules of gun handling, firefighting techniques and procedures and other security/emergency concerns
5. The security specialist of the security agency will also conduct a regular Security Risk Assessment aside from the risk assessment of the detailed Detachment Commander to evaluate the existing security measures and provide recommendations in case there is a need to change the security system;
6. In coordination with the law enforcement agencies a continuous intelligence networking by soliciting/gathering information within the areas to detect any criminals operating;
7. Other security gadgets/equipment which the NTC may require to meet the growing needs.

On-the-job training by the guards at all stations, two (2) days prior to take over from the outgoing security guards and agency. The OJT guards shall stand side by side with the guards of the outgoing agency to familiarize themselves with the security rules and procedures of NTC and to prevent possible sabotage.

The duration of the contract to be bid shall be from **01 January 2022 to 31 December 2022**, subject to performance evaluation before the end of each contract year based on the set of NTC Performance Criteria. The Service Provider/Contractor should maintain a satisfactory level of

performance throughout the term of the contract based on the following set of NTC Performance Criteria:

G. PERFORMANCE CRITERIA (GPBB Resolution No. 24-2007, Sec. 5.4 of Annex A)

1. Quality of Service Delivered	(40%)
a. Implementation of a control system in the workplace and security jurisdiction for the safety and security to life and property	20%
b. Responsiveness to clients' needs and to complaints and/or incident reports	10%
c. Availability of firearms, communication devices and/or motor vehicles	5%
d. Courtesy and decorum	5%
2. Management and Suitability of Personnel	(25%)
a. Supervision and accountability	8%
b. Qualification of assigned guards, training for physical fitness and martial arts	7%
c. Physical Appearance (uniforms and other paraphernalia)	5%
d. Change and/or replacement of assigned guards	5%
3. Contract Administration and Management	(25%)
a. Assignment of guards at designated area/s	10%
b. Implementation of NTC rules and regulations and compliance to other obligations per contract	8%
c. Compliance to labor laws and social insurance regulations	7%
4. Time Management	(5%)
a. Tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%

5. Provision of Regular Progress Reports

(5%)

- a. Exception/Incident Report 2%
- b. Monthly Deployment Report 2%
- c. Other Reports that may be required by the General Services Division 1%

II. COMMITTEE ON PERFORMANCE EVALUATION

- The Commissioner shall create a Committee on Performance Evaluation (COPE) for Security Services composed of a Chairperson, a ViceChairperson and three (3) members.
- The Chairperson and Vice-Chairperson shall be of Director level while the three (3) members shall be of Division Chief level.
- The COPE shall evaluate the performance of the Security Agency for the immediate preceding eleven (11) months under contract by adopting the above Performance Criteria. The average of the five (5) ratings of the COPE should not be less than 80% to qualify for the extension of the contract for another period. The result of the performance evaluation is non-appealable.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Prescribed
Form

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
- and**
- ☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- ☐ (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

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

- ☐ (m) DOLE Certificate of Registration
- ☐ (n) DOLE Certificate of No Pending Case
- ☐ (o) SSS, PhilHealth and Pag-IBIG Certification of no delinquency of monthly premium payments
- ☐ (p) PNP Regular License to Operate
- ☐ (q) Certificate of Membership/Registration from PADPAO, Inc
- ☐ (r) Certificate of Good Standing issued by the Head of Office (Client) where the security agency has on going or completed contracts for the last 5 years
- ☐ (s) NTC Radio Station Licenses and RLM Certificates.

25 FINANCIAL COMPONENT ENVELOPE

Prescribed Form

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and** ANNEX F
- ☐ (b) Original of duly signed and accomplished Price Schedule(s). ANNEX G

Section IX. Bidding Forms

ANNEX A

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) **If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.**
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

ANNEX B

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _____ has the largest completed contract within **the last Five years:**

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids.
In the column for "End-User's Acceptance", indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

Note: Similar contract refers to Projects particularly in Security Services in Private / Government Sector.

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized Representative to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

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

ANNEX E

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

FORMAT OF JOINT VENTURE AGREEMENT (JVA)

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

-and-

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL TELECOMMUNICATIONS COMMISSION (NTC).

NAME OF PROJECT	ABC

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that (Name of Company) shall act as the lead organization and (Name of Company) as partner organization; and (Name of Company), as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NTC on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that (Name), (Position), of (Name of Company), shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties or in the event of an unsuccessful bidding.

In witness thereof, we have hereunto affixed our signatures this ____ day of _____ 2020 at _____.

(Name of Company)

by:

(Name)
(Position)

(Name of Company)

by:

(Name)
(Position)

WITNESSES:

(Signature of Witness)

(Name of Witness)

Address:

(Signature of Witness)

(Name of Witness)

Address:

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the (City/Province/Municipality) of _____ this ____ day of _____ 2020, personally appeared:

NAME	ID PRESENTED/EXPIRATION	PLACE OF ISSUE

known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of ____ page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

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

Bid Form for the Procurement of Goods
[Shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

ANNEX G

PRICE SCHEDULE

Name of Bidder _____ Project Identification Number _____

Particular	Unit Cost	Total Cost
1 LOT	<i>PHP</i> _____	<i>PHP</i> _____
Total Bid for 1 LOT		<i>PHP</i> _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

