

PRICE QUOTATION FORM

13 August 2024

MARIA LUISA A. DITAN
 BAC Chairperson
 National Telecommunications Commission
 Regional Office No. IV-A
 Diversion Rd. Bolbok, Batangas City

Madam:

After having carefully read and accepted the terms and conditions in the Request for Quotation (RFQ), hereunder is our quotation/s for the item/s as follows:

Provision of Security Services for FY2025 covering the period from January 1 to December 31, 2025		
Approved Budget for the Contract (ABC)	Description	Total Offered Quotation
Php 840,000.00	<p>Two (2) Licensed Security Guards, 12-hour shift</p> <p>I. Contract Period The contract period shall be for one year from January 1 to December 31, 2025.</p> <p>II. Work Schedule The Agency shall deploy one (1) security guard per shift in the premises of NTC Region IVA, with twelve (12) hours shifts for 24-hour duty, including all regular and special holidays.</p> <p>Day shift: 6:00 AM – 6:00 PM Monday to Sunday</p> <p>Night shift: 6:00 PM – 6:00 AM Monday to Tuesday Friday to Sunday</p> <p>III. Scope of Services / Requirements. (Please refer to attached Scope of Services / Requirements)</p>	

The above-quoted price is inclusive of all costs and applicable taxes.

Very truly yours,

 Signature Over Printed Name of Authorized Representative

 Position / Designation

 Name of Company

Address

Tel. Nos.

TERMS AND CONDITIONS

1. Price quotations must be valid for a period of forty-five (45) calendar days from the deadline of submission.
2. The Security Agency must not have any "Pending Administrative Case or unsettled Administrative Penalties" with this office.
3. The Security Agency with the lowest quotation will be required to submit the following documents (valid) prior to issuance of Notice of Award for evaluation purposes, to wit:
 - a. SEC/DTI Registration;
 - b. Mayor's Permit (current);
 - c. PADPAO Registration Certificate;
 - d. PhilGEPS Registration Certificate;
 - e. BIR Registration Certificate;
 - f. Tax Clearance;
 - g. Department of Labor and Employment (DOLE) Certificate of Registration
 - h. Proof of paid remittances from the following government agencies: SSS, PhilHealth and Pag-Ibig in the form of certification issued by the said agencies;
 - i. Certificate of No Pending Case from DOLE;
 - j. Statement of all its 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;

The statement required for the contract shall indicate the following:

- Name of the contract;
 - Date of the contract;
 - Contract duration;
 - Owner's name and address;
 - Kinds of Goods;
 - For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts;
 - Date of delivery; and
 - End User's acceptance or official receipt(s) or sales invoice issued for the contract, if competed, which shall be attached to the statement.
4. The Security Agency with the lowest quotation shall likewise present their duly licensed firearm/s to the Bids and Awards Committee for inspection prior to issuance of the Notice of Award.
 5. The Security Agency with the lowest quotation must also have an office/detachment within the Province of Batangas, which would be inspected by the BAC to verify its existence and must be operational prior to the issuance of the Notice of Award.
 6. Quotations exceeding the Approved Budget for the Contract (ABC) shall be rejected.

Signature over Printed Name

Position / Designation

Office Telephone No.

Email address/es

SCOPE OF SERVICES / REQUIREMENTS

I. PLACE OR LOCATION

The AGENCY shall provide adequate security services and protection of the NTC Region IVA premises, its offices and properties located at NTC RIVA Building, Diversion Road, Barangay Bolbok, Batangas City.

II. QUALIFICATIONS OF SECURITY GUARDS

The AGENCY shall provide the NTC RIVA, security guards with the following qualifications:

1. Must be at least twenty-one (21) years old;
2. Must be at least high school graduate;
3. Of good moral character and reputation, courteous, capable, reliable, and without criminal or police record;
4. Physically and mentally fit; and
5. Must be duly licensed, properly screened, and cleared by the Philippine National Police (PNP), the National Bureau of Investigation (NBI), and the Barangay Official in the place of residence.

III. AGENCY PROVISIONS

1. The AGENCY must be duly licensed, registered, and a member of PADPAO with proper operating permits and other statutory requirements. It must have been engaged in the business for at least three (3) years;
2. The AGENCY must submit proof of paid remittances for the following (concerned) government agencies: SSS, PhilHealth and Pag-Ibig in the form of a certification issued by said agencies;
3. The security guards deployed by the AGENCY must be provided with proper uniforms. **Personal Protective Equipment (PPE)**, identification cards, and other paraphernalia necessary in the performance of their duties;
4. The AGENCY shall provide one (1) at least 38mm caliber handgun to the security guard on duty at all times. The firearms to be issued to security guards must be duly licensed. The firearm of the prospective winning bidder shall first be inspected prior to the issuance of a Notice of Award.
5. The AGENCY shall provide a metal detector for the effective performance of security services.

IV. FUNCTIONS AND DUTIES OF THE SECURITY GUARDS

The AGENCY through its security guards deployed in NTC RIVA premises shall have the following functions and duties:

1. Secure, protect and guard the NTC RIVA properties and assets against theft, pilferage, robbery, damage or loss, malicious mischief, trespass and other unlawful acts by strangers or third persons;
2. Secure, protect and guard the NTC RIVA officers, employees, visitors and/or clients from assault, harassment, threat and intimidation within the NTC RIVA's premises and its immediate surroundings;
3. Maintain peace and order within the premises of the NTC RIVA and its immediate surroundings;

4. Provide from time to time escort services to the NTC RIVA's personnel in the performance of their official function or assigned duty as may be required;
5. At no extra cost to NTC RIVA, the AGENCY shall provide augmentation guards on every special occasion which includes, but not limited to, NTC Anniversary, NTC Christmas Party and other special events;
6. Cause the implementation or enforcement of any and all written rules, regulations or directives issued by NTC RIVA or representative upon written notice to the AGENCY. In case of emergency or immediate need for the services of the security guards, the NTC RIVA, through any of its officials, may issue direct orders for compliance by the security guards.

V. REPLACEMENT OF SECURITY GUARDS

The NTC RIVA shall have the exclusive right to have the security guards deployed thereto changed or replaced, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interest of NTC RIVA, upon written notice to the AGENCY. Failure on the part of the AGENCY to take appropriate action thereon within forty-eight (48) hours from receipt of the formal advice from the CLIENT shall be considered a cause for the termination of the Contract.

VI. OBLIGATIONS / LIABILITIES OF THE AGENCY

The Parties agree to assume and be guided by the following principles:

1. The AGENCY shall exercise and provide direct supervision, control and administration over its guards to be deployed in NTC RIVA's premises in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by NTC RIVA;
2. The AGENCY is neither an agent nor an employee of NTC RIVA and the security guards to be deployed to the NTC RIVA are in no manner to be considered as employees of NTC RIVA. Accordingly, the NTC RIVA shall not be answerable or liable whatsoever for any claim for death, injuries, or damages that may be suffered by any of the security guards deployed by the AGENCY arising from the performance of their duties and/or in the course of their employment with the AGENCY, including claims for benefits due to said AGENCY's security guards;
3. It is expressly understood and agreed herein that no employer-employee relationship shall exist between the NTC RIVA and the security guards to be deployed by the AGENCY. Accordingly, the AGENCY alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of such relationship. The AGENCY shall submit to NTC RIVA true copies of the payrolls of the security guards and other proof of payment of their wages and other monetary benefits satisfactory to NTC RIVA and under Commission on Audit (COA) rules. The AGENCY undertakes to do so, on a monthly basis, and non-compliance therewith shall be ground for disallowance of the payment of the bill for said billing period after written notice from CLIENT;
4. The cost of coverage of the deployed security guards under the Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (HDMF/Pag-Ibig), and all other benefits due to them shall be the sole responsibility of the AGENCY;
5. The AGENCY shall be responsible for any loss or damage to any of the NTC RIVA's property within the latter's premises occurring or taking place during the tour of duty of the security guards of the AGENCY, provided, that such loss or damage is not attributable to any of the NTC RIVA's officers and/or employees, and made known in writing to the AGENCY within

forty-eight (48) hours from the time of discovery of the loss or damage, unless the AGENCY is able to prove that there was no fault or negligence on the part of the AGENCY's security guard. This stipulation does not apply in the following cases:

- a. If the loss or damage occurred in an enclosed room or compartment to which the security guard of the AGENCY has no access, except when the doors, windows, locks, or walls are broken, picked or destroyed to gain entry; and
 - b. If the property lost or damaged was kept in storage and has not been properly turned-over to the AGENCY.
6. The NTC RIVA shall neither deduct its claim for losses and/or damages from the payments to be made to the AGENCY for guard services nor withhold payments to the AGENCY without prior notice;
 7. The AGENCY shall not be liable for losses and/or damages due to:
 - a. Fault of NTC RIVA's officers and employees or authorized representatives;
 - b. Fortuitous events or *force majeure* beyond the control of the security guards to prevent despite exercise of due diligence, provided, that the same is reported to NTC RIVA within twenty-four (24) hours from occurrence thereof so that the NTC RIVA can verify the same.

For this purpose, fortuitous event or *force majeure* shall mean any of the following:

- b.1 Acts of war or the public enemy whether war be declared or not;
 - b.2 Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
 - b.3 Fires, earthquakes, volcanic eruption or other destructive natural calamities; and
 - b.4 Any other event which under Philippine law is defined as *force majeure* and/or fortuitous event.
8. The AGENCY shall not answerable for losses of jewelries and personal belongings of the NTC RIVA's personnel and visitor's not held in trust to the security guard;
 9. Lost or damaged properties for which the AGENCY is liable shall be evidenced by the inventory of properties maintained by the property custodian or section head, or the person primarily accountable for such item(s), a copy whereof shall be furnished to the AGENCY for reference. In case of loss of property that has no proper inventory, the AGENCY shall still be held liable, provided, the NTC RIVA will report to the AGENCY such loss within twenty-four (24) hours from discovery thereof by the NTC RIVA or the latter's authorized representative and appropriate claims by written notice is made by the NTC RIVA to the AGENCY.

VII. MANNER OF PAYMENT

1. The AGENCY shall bill the NTC RIVA monthly, for the services actually rendered by the security guards. For this purpose, the AGENCY shall submit payroll records of the guards with their names, hours of work rendered and a certification that the guards with their names, hours of work rendered and a certification that the guards whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith gives the NTC RIVA to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof;
2. Every billing shall be accompanied by an affidavit attesting to the fact that all wages and benefits due to the said Guard for the period being billed have been paid to them in accordance with applicable existing labor laws;
3. The failure of NTC RIVA to pay the AGENCY for services rendered for two (2) consecutive billing periods shall be sufficient cause for the termination of this Contract by the AGENCY;

4. The contract price may be adjusted in case of:

- a. Increase in minimum daily wage pursuant to law or new wage order;
- b. Increase in taxes; and
- c. If during the term of the contract, NTC RIVA sees the need for an increase or decrease in the number of security guards, provided that the approved budget for the relevant year is not exceeded.