

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of Security Services for FY 2022

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract.

For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR
PROVISION OF SECURITY SERVICES FOR FY 2022
NPDC-2021-ITB-008

1. The **National Parks Development Committee** through the **National Expenditure Program of 2022** intends to apply the sum of **Twenty-Five Million Five Hundred Seventy Six Thousand Two Hundred Forty Two Pesos & 48/100 Only (Php 25,576,242.48)** being the Approved Budget for the Contract (ABC) to payments under the contract for **PROVISION OF SECURITY SERVICES FOR FY 2022/ NPDC-2021-ITB-008**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Parks Development Committee now invites bids for **Provision of Security Services for FY 2022**. Delivery of the Goods is required for **twelve (12) months**. 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.

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 Parks Development Committee and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00 a.m. to 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 26, 2021 – December 16, 2021** 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 Twenty-Five Thousand Pesos only (Php 25, 000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The National Parks Development Committee will hold a Pre-Bid Conference¹ on **04 December 2021, 1:00 P.M.** *via Zoom application* which shall be open to prospective bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **16 December 2021, 12:00 PM.** at the **NPDC Executive Building Lobby.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **16 December 2021, 1:00 PM.** at the **NPDC Executive Building Lobby.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids shall be prepared in one (1) original and four (4) copies using the appropriate Bid forms provided in Section VIII of the Bidding Documents furnished in strict compliance to the requirements of RA 9184. Any erasure, correction, or changes shall be initialed by the bidder or his authorized representative. All pages must be signed on the space provided for. Any unsigned page of the bidder's tender shall be a ground for disqualification.
11. The National Parks Development Committee 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.
12. For further information, please refer to:

MARGAUX VANESSA T. DECRIPITO

NPDC-BAC Secretariat

National Parks Development Committee

Rizal Park, T.M. Kalaw St., Ermita, Manila

TeleFax. No. (02) 5302-7119 / (02) 5302-7074

mtdecripito@npdc.gov.ph

13. You may visit the following websites:
For downloading of Bidding Documents: www.npdc.gov.ph/ <https://www.philgeps.gov.ph>

November 26, 2021

(orig sgd)

ENGR. EDUARDO C. VILLALON, JR.

NPDC-BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *National Parks Development Committee* wishes to receive Bids for the *Provision of Security Services for FY 2022*, with identification number *NPDC-ITB-2021-008*

The Procurement Project (referred to herein as “Project”) is composed of 1 item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2022 in the amount of **Twenty-Five Million Five Hundred Seventy-Six Thousand Two Hundred Forty-Two Pesos & 48/100 Only (Php 25,576,242.48)**.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program 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 and either at its physical address National Parks Development Committee and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last year* 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 e.
 - 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 Declaration² 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 *April 16, 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.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 15 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 follows:

One 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Provision of Security Services</i> b. Completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>No further instructions</i>
10.1	<ol style="list-style-type: none"> 1. <i>Undertaking that the bidder shall: a. pay wages and other benefits to its security personnel in accordance with the standard computation of the Department of Labor and Employment (DOLE); b. be liable for damages or loss incurred by any security personnel; c. directly remits monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF; d. shoulder all expenses for any training required by NPDC in addition to those required by DOLE; f. follow all the rules and regulations required by DOLE.</i> 2. <i>Certification from the Department of Labor and Employment (DOLE) and the National Labor Relations Commission (NLRC) that the agency have no pending labor case/s at the time of bidding</i> 3. <i>Valid license, registration and member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) not earlier than 01 June 2021;</i> 4. <i>Certified True Copy of the Regular (not provisional) License to Operate a Private Security Agency issued by the PNP-SAGSD;</i> 5. <i>Organizational structure and company profile compliant to RA 5487 (The Private Security Agency Law);</i> 6. <i>Copy of the Bidder's Current Business license and permit certified by the issuing office;</i> 7. <i>Proof of registration with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA);</i> 8. <i>ISO Certifications (preferably);</i> 9. <i>Certification from the agency's president that the bidder has at least 300 active security personnel at the time of the bidding;</i> 10. <i>BIR Registration Certificate & Valid BIR Tax Clearance;</i> 11. <i>List of Licensed Firearms;</i>

	<p><i>12. List of Communication Equipment with NTC License;</i></p> <p><i>13. List of Vehicles with valid LTO Registration;</i></p> <p><i>14. Client certification that the bidder has provided a very satisfactory or better level of rating to at least three (3) clients with more than 30 guards deployed at one given time within the last three (3) years. For those agencies who have served NPDC, one of the Certificates should be issued by NPDC, signed by its Executive Director;</i></p> <p><i>15. Signed commitment to provide complete uniform of security personnel per requirement of NPDC TOR;</i></p> <p><i>16. Proof that the bidder has been engaged in the business of providing security services for at least five (5) years;</i></p> <p><i>17. Certification that the bidder has rendered security services to a publicly-open private or public facility with at least thirty (30) guards deployed;</i></p>
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 Five Hundred Eleven Thousand Five Hundred Twenty-Four Pesos & 85/100 Only (Php 511,524.85 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 One Million Two Hundred Seventy-Eight Thousand Eight Hundred Twelve Pesos & 12/100 Only (Php 1,278,812.12), if bid security is in Surety Bond.
19.3	<i>Not Applicable</i>
20.	<p><i>a. Certificate of Membership and Official Receipts of remittances with Contribution List for the 1st to 3rd quarter of 2021 (January to September 2021) to the following Government Agencies: SSS, Philhealth and Pag-Ibig.</i></p> <p><i>b. If sole proprietorship, DTI Registration certified by DTI. If partnership, SEC Certification of Registration and Articles of Partnership, and List of Partners. If corporation, SEC Certification of Registration and Articles of Incorporation. If joint venture, copy of Joint Venture Agreement certified by SEC. If cooperative, Certificate of Registration with the Cooperative Development Authority and Copy of Articles of Cooperation</i></p> <p><i>c. Audited financial statements for the past three (3) years with at least 3:1 ration of current assets over current liabilities.</i></p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 prior to 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 In addition to tests in the **SCC, Section IV (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

- 6.1. 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.
- 6.2. 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

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 abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 <i>Ms. Rosalina P. Tenepere</i> <i>Chief, Park Operations Division</i> <i>National Parks Development Committee</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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 –

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.

- a. 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
- b. 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.

	<p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</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><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

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.	Detachment Commander	1 DC		12 months starting January 01, 2022
2.	Assistant Detachment Commander/ Shift-in-charge	2 ADC		
3.	Security Guards	43 guards		
4.	CCTV Operator	4 operators		
5.	Serviceable licensed firearms with full rounds of ammunition each	26 units		
6.	Pepper spray	26 units		
7.	Base radio complete w/ all necessary hardware and installation w/ 1-unit repeater system	2 units		
8.	Mobile base radio	1 unit		
9.	Megaphone	10 units		
10.	Handheld radios	30 units		
11.	4-wheel patrol vehicle not older than three (3) years	1 unit		
12.	Emergency Vehicle equipped with stretcher, spine board, neck collar, portable oxygen tank, blood pressure apparatus, wheelchair and first-aid kit	1 unit		
13.	Mountain bicycles (complete with helmets, high visibility vests, blinkers)	10 units		
14.	Counter tally device	12 units		
15.	Biometric time recorder	1 unit		
16.	NPDC-prescribed uniform and visible identification badges	50		

17.	Security Plan for Rizal Park and Paco Park	1 lot		3 days after receipt of Notice of Award
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I hereby certify to comply and deliver all the above requirements:

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
I.	<p style="text-align: center;">NATIONAL PARKS DEVELOPMENT COMMITTEE</p> <p style="text-align: center;">SECURITY SERVICES 2021 TERMS OF REFERENCE</p> <p>I. OBJECTIVES</p> <p>The NPDC is the government agency tasked to develop, preserve and manage Rizal Park and Paco Park. In line with this mandate, it is imperative to engage the services of a security agency that can provide guards to secure the safety of NPDC premises (Rizal Park and Paco Park), offices, properties, equipment, installations, facilities, as well as women and men officers, employees, visitors, and all persons transacting legitimate business with the agency. In addition, these guards shall protect and ensure the safety of women, men, LGBTQIA+, and children park-goers from potential harm, discrimination, harassment, or similar incidents within the premises of the parks.</p> <p>Thus, NPDC is inviting interested, qualified, and reputable security service providers to submit bids in accordance with this Terms of Reference (TOR) for the provisions of 24-hour security services on a daily basis, including Saturdays, Sundays, and Holidays.</p>	<p><i>[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.]</i></p>
II.	<p>I. SERVICE PROVIDER QUALIFICATIONS</p>	

	<p>1. Adherence to Labor Laws and Guidelines</p> <p>1.1. An undertaking that payment of wages and other benefits shall be in accordance with the Standard of Computation of the Department of Labor and Employment (DOLE) and shall ensure timely payment of said wages and benefits. The Security Service Provider shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.</p> <p>1.2. An undertaking that the Security Service Provider shall be held liable for damages or loss incurred by any Security Personnel during their work.</p> <p>1.3. An undertaking that the Security Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.</p> <p>1.4. An undertaking that the Security Service Provider no pending labor standard violation case/s issued by the NLRC and DOLE.</p> <p>1.5. An undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Security Service Provider</p> <p>1.6. An undertaking that the Security Service Provider shall follow all the rules and regulations required by DOLE.</p> <p>1.7. The Security Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and</p>	
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	<p>PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2021 (January to September 2021).</p> <p>1.8. The Security Service Provider must be duly licensed, registered, and a member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) with the proper permit from the PNP-SAGSD and other statutory requirements. Proof of such is required in the form of PADPAO certificate of membership/registration not earlier than June 1, 2021 and Certified True Copy of the Regular (not provisional) License to Operate a Private Security Agency issued by the PNP-SAGSD.</p> <p>1.9. The Security Service Provider's organizational structure should be in compliance with the Organizational Structure of Private Security Agencies of RA 5487 (The Private Security Agency Law) and other relevant laws.</p> <p>1.10. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).</p> <p>1.11. Must be based in the Greater Manila Area.</p> <p>1.12. An appropriate ISO Certification is preferred.</p> <p>1.13. Must have at least 300 active (i.e. dispatched) security personnel at the time of bidding. Proof of such is required in the form of a certification from the security agency's president or human resources head.</p>	
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	<p>1.14. The Security Service Provider’s key management personnel must be a degree holder and must possess any of the following qualifications:</p> <ul style="list-style-type: none"> a. Possess military or law enforcement experience, or b. Security management experience with at least five (5) years in security administration and operation. <p>1.15. The Security Service Provider’s administration, operations, and human resources division must be properly and adequately staffed, regardless of gender, to support all the active security personnel under its care.</p> <p>1.16. Must have no pending labor case/s at the time of bidding. Proof of such is required in the form of a certification from the Department of Labor and Employment (DOLE) and the National Labor Relations Commission (NLRC).</p>	
	<p>2. Availability of Equipment</p> <p>2.1. Firearms. The Security Service Provider must be able to provide licensed and serviceable firearms with full rounds of ammunition for all male and female guards deployed to NPDC. In the case of augmentation, the Security Service Provider must be able to provide licensed firearms equivalent to the number of additional guards. The Security Service Provider must submit inventory of firearms, subject for actual inspection during post-qualification</p> <p>2.2. Communication. The Security Service Provider must be able to provide serialized serviceable 2-way handheld radios for all male and female guards deployed to NPDC, and base radio system with repeater antenna that can adequately cover the area of</p>	

	<p>responsibility for deployment to NPDC. The Security Service Provider must submit an inventory of communication equipment and accessories, subject to actual inspection during post-qualification</p> <p>2.3. Vehicles. The Security Service Provider must be able to provide two (2) four-wheeled vehicles with engine displacement equivalent or larger than 1.3 liters and not older than 3 years at the time of bidding. The Security Service Provider must submit an inventory of transportation vehicles, subject to actual inspection during post-qualification</p> <p>2.4.</p>	
	<p>3. Evidence of good performance on prior engagements</p> <p>3.1. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years with at least thirty (30) guards deployed.</p> <p style="padding-left: 40px;">For Security Service Provider that has an ongoing/previous contract with NPDC, the Service Provider shall submit the NPDC Performance Rating duly certified by the Agency.</p> <p>3.2. The Security Service Provider has been engaged in the business of providing security services for at least five (5) years.</p> <p>3.3. The Security Service Provider has rendered security services to a publicly-open private or public facility with at least 30 guards deployed.</p> <p>3.4. Liquidity. Ratio of current assets over current liabilities should be at least 3:1 for the past three (3) years of the audited financial statements.</p>	

	3.5. .	
III.	SERVICE PROVIDER RESPONSIBILITIES	
	<p>1. Personnel Welfare, Behavior and Accountability</p> <p>1.1. The Security Service Provider shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to the persons and property and shall at all times save NPDC from any claim for damage arising therefrom.</p> <p>1.2. The Security Service Provider shall assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act, or misconduct of the Security Service Provider’s personnel</p> <p>1.3. The Security Service Provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of NPDC on sanitation, security, and safety</p> <p>1.4. The Security Service Provider shall be able to respond to situations that require immediate assistance to its employees due to national emergencies, such as providing Personal Protective Equipment (PPE), without any additional cost to NPDC.</p> <p>1.5. The Security Service Provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, any NPDC Offices, and premises.</p> <p>1.6. The Security Service Provider shall provide accident insurance for both personnel and property damaged</p>	

	<p>2. Provision of Resources</p> <p>2.1. To be provided by Security Service Provider</p> <p>2.1.1.1. Vehicles and Equipment</p> <p>2.1.1.2. The equipment, tools, and consumables to be used in the delivery of maintenance results, including corresponding repairs and maintenance, shall be for the exclusive account of the service provider.</p> <p>2.1.1.3. The service provider shall present for inspection at the premises of the Park, the vehicles, equipment, complete sets of tools, and supplies listed below, within fifteen (15) calendar days from receipt of the Notice to Proceed from NPDC. NPDC may, at its option, inspect the said vehicles, equipment, tools, and consumables in the service provider's storage area.</p> <p>If after 15 calendar days from receipt of the Notice to Proceed, the service provider fails to deliver as such, the award may be canceled and issued to the second-ranked complying and responsive bidder.</p> <p>2.1.1.4. The Security Service Provider shall also submit the complete list of all equipment, firearms, accessories, and transportation vehicles deployed at NPDC with their corresponding acquisition cost within fifteen (15) calendar days from receipt of the Notice to Proceed from NPDC.</p> <p>2.1.1.5. The Security Service Provider shall provide the following transportation vehicle and accessories:</p> <ul style="list-style-type: none">● one (1) unit 4-wheel patrol vehicle with engine displacement equivalent or large than 1.3 liters and not older	
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	<p>than three (3) years at the time of bidding</p> <ul style="list-style-type: none"> ● one (1) emergency vehicle equipped with stretcher, spine board, neck collar, portable oxygen tank, blood pressure apparatus, wheelchair, and first-aid kit <p>2.1.1.6 Security Service Provider shall provide serviceable licensed firearms with full rounds of ammunition each and serviceable pepper sprays for all deployed male and female security guards throughout the duration of the tour of duty. The necessary licenses and permits for the equipment and the use of such should be shouldered by the Security Agency. The allocation of the firearms and other equipment will be rotated across the two (2) daily shifts.</p> <p>2.1.2.The Security Service Provider shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner.</p> <p>2.1.3.The Security Service Provider shall ensure disaster preparedness of personnel by providing Personal Protective Equipment (PPE) such as but not limited to hardhats, safety shoes, rubber boots, raincoats, and gloves.</p> <p>2.1.4.The Security Service Provider must provide the employees assigned to NPDC with NPDC-prescribed uniform and visible identification badges to the security guards. The specifications of the NPDC-prescribed uniform will be provided as an Annex. The Security Service Provider must ensure that all</p>	
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	<p>employees wear the NPDC-prescribed uniform and ID at all times while on duty.</p>	
	<p>Communication and Coordination Responsibilities</p> <p>3.1 The Security Service Provider shall provide NPDC Operations Division with a complete list and photographs of its security personnel assigned to NPDC upon signing of the contract. The list and photographs must be updated in the event of change/replacement of personnel deployed to NPDC.</p> <p>3.2 The Security Service Provider top management shall meet with NPDC Management not later than three (3) days after Notice of Award to present the Security Plan which includes a risk management plan, communication plan, crisis management plan, and deployment schedule, among others with sex-disaggregated data. A copy of these documents must be submitted to the NPDC Operations Division</p> <p>3.3 The Security Service Provider must submit to NPDC within five (5) calendar days of every month a statement signed by the service provider's duly authorized representative that it has paid all wages, salaries, compensation, and other benefits of the employees assigned to NPDC for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of law.</p> <p>3.4 The Security Service Provider shall ensure the availability of replacement personnel in case of an unscheduled absence of its personnel deployed at NPDC.</p> <p>3.5 The Security Service Provider shall provide the Operations Division with</p>	

	<p>the monthly working deployment schedule of its personnel deployed to NPDC on or before the 20th day of the preceding month.</p> <p>3.6 The Security Service Provider must furnish NPDC with documents to support the qualifications of the one (1) detachment commander and two (2) assistant detachment commander/shift-in-charge to be deployed to NPDC upon signing of the contract.</p>	
	<p>Supervision</p> <p>4.1 The Security Service Provider shall assign a supervisory team who shall oversee the performance of security services included in the scope, prepare reports and perform representation and coordination work with NPDC.</p> <p>4.2 NPDC shall, at all times, have the right to inspect the quality of work and performance of the service provider, decide on any and all questions which may arise as to the quality or acceptability of the services rendered, and require immediate corrective action.</p>	
IV.	COMPLEMENT	
	<ol style="list-style-type: none"> 1. one (1) Detachment Commander 2. two (2) Assistant Detachment Commanders/Security-in-charge 3. forty-three (43) security guards, and 4. four (4) CCTV Operators <p>The Security Service Provider must make efforts to increase the equitable distribution of work opportunities for all genders through deployment and by providing training opportunities to all personnel, regardless of gender.</p>	

V.	SCOPE OF SERVICE	
	<ol style="list-style-type: none"> 1. The Security Service Provider shall provide consistent and quality service through qualified, licensed, uniformed, highly trained and armed security guards, CCTV operators, detachment commander, and assistant detachment commanders who shall guard and protect NPDC premises, offices and other areas of Rizal Park and Paco Park, properties, equipment, installations, facilities, as well as officers, employees, visitors, and all persons transacting legitimate business with the agency, twenty-four (24) hours daily including Saturdays, Sundays and Holidays. 2. The Security Service Provider shall provide a minimum of the following, to be rotated on a 12-hour daily working schedule at two (2) working shifts to be posted and distributed in accordance with the NPDC schedule of posting of male and female guards: <ol style="list-style-type: none"> 2.1 one (1) Detachment Commander, 2.2 two (2) Assistant Detachment Commanders/Security-in-charge, 2.3 Forty-three (43) security guards, and 2.4 four (4) CCTV Operators; <p>In no case shall the deployed guards render more than 12 hours of duty in a 24-hour period, unless authorized by the Executive Director of NPDC. Any unauthorized service rendered beyond the 12-hour limit shall be disallowed and not subject for compensation.</p> 3. The Security Service Provider shall station, in accordance with NPDC deployment plans, the agreed upon number of male and female security guards at designated strategic points within the NPDC premises and facilities as well as roving guards to ensure that no trespassing or other illegal activities are conducted within the NPDC premises, offices and other areas of Rizal Park and Paco Park. 4. The Security Service Provider shall secure ingress and egress within the NPDC premises, offices and other areas of Rizal Park and Paco 	

	<p>Park of all persons, vehicles, and equipment/items/materials brought in and out of said premises, including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials.</p> <ol style="list-style-type: none"> 5. The Security Service Provider shall enforce compliance of health protocols for all employees, park visitors, clients in line with IATF guidelines and LGU ordinance. 6. The Security Service Provider shall immediately make the necessary reports of any incidents to NPDC management and/or to other concerned authorities for purposes of police and other official investigations. Incidents such as but not limited to, those involving danger to life or property, injuries, disturbances, theft, or commission of any crime should be reported to the NPDC Executive Director upon discovery of incident. All documentations and necessary written reports in relation to the incident should be completed and submitted within twenty-four (24) hours to the Office of the Executive Director. 7. The Security Service Provider shall provide the Operations Division of NPDC with a complete and up-to-date list and photograph of its personnel deployed to NPDC. 8. The Security Service Provider shall be able to respond to situations that require immediate assistance to its employees due to national emergency situations, such as providing Personal Protective Equipment (PPE), without any additional cost to NPDC. 9. The Security Service Provider shall initiate the conduct of regular quarterly drills (earthquake, fire, crowd control, and active shooter) and other skill building programs on security and crisis management, first aid, radio 	
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	<p>communications, gender sensitivity trainings, and other relevant topics for its security personnel in coordination with other government agencies such as PNP, NBI, BFP, NDRRMC, Red Cross, etc.</p> <p>10. The Security Service Provider shall provide a help desk with assigned security personnel to the NPDC-prescribed location.</p> <p>11. The Security Service Provider shall assume liability and responsibility for any and all losses and damages, for destructions to property, or death/injuries sustained by NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act or misconduct of its officers or security guards.</p>	
VI.	QUALIFICATIONS OF THE SECURITY PERSONNEL	
	<p>1. Detachment Commander. The Detachment Commander must:</p> <p>1.1. Be a Filipino Citizen;</p> <p>1.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;</p> <p>1.3. Be a bachelor's degree holder;</p> <p>1.4. Have undergone Security officer's training and shall submit the following:</p> <p>1.4.1. Certificate or diploma for Security Officer Course, and</p> <p>1.4.2. Certificate of Certified Security and Safety Practitioner;</p> <p>1.5. Have undergone trainings in the following:</p> <p>1.5.1. Anti-Terrorism,</p> <p>1.5.2. Basics of Safety/ Fire Prevention,</p> <p>1.5.3. First Aid Course, and</p>	(Attach Curriculum Vitae and Certificate of trainings attended)

	<p>1.5.4. Self-Defense;</p> <p>1.6. Have at least three (3) years of experience in the operation of a security detachment with a manpower complement of not less than fifty (50) guards;</p> <p>1.7. Possess a valid security license as of bidding date and during his tour of duty;</p> <p>1.8. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC;</p> <p>1.9. Have a minimum height of 5'6";</p> <p>1.10. Have good report preparation skills;</p> <p>1.11. Be good in oral and written English communication;</p> <p>1.12. Not over fifty (50) years old; and</p> <p>1.13. Have valid Police and NBI Clearance.</p>	
	<p>2. Assistant Detachment Commanders. The Assistant Detachment Commanders must:</p> <p>2.1. Be a Filipino Citizen;</p> <p>2.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;</p> <p>2.3. Be a bachelor's degree holder;</p> <p>2.4. Have undergone Security officer's training and shall submit the following:</p> <p>2.4.1. Certificate or diploma of Security Officer Course, and</p> <p>2.4.2. Certificate of Certified Security and Safety Practitioner;</p> <p>2.5. Have a minimum height must be 5'6";</p>	<p>(Attach Curriculum Vitae and Certificate of trainings attended)</p>

	<p>2.6. Have good report preparation skills;</p> <p>2.7. Be good in oral and written English communication;</p> <p>2.8. Have undergone trainings in the following:</p> <p>2.8.1. Anti-Terrorism,</p> <p>2.8.2. Basics of Safety/ Fire Prevention,</p> <p>2.8.3. First Aid Course, and</p> <p>2.8.4. Self-Defense;</p> <p>2.9. Have at least two (2) years of experience in the operation of a security detachment with a manpower complement of not less than thirty (30) guards;</p> <p>2.10. Not over fifty (50) years old;</p> <p>2.11. Possess a valid security license as of bidding date and during his tour of duty;</p> <p>2.12. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC; and</p> <p>2.13. Have valid Police and NBI Clearance.</p>	
	<p>3. Security Guards. The Security Guards must:</p> <p>3.1. Be a Filipino Citizen;</p> <p>3.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;</p> <p>3.3. Preferably have completed two years of college;</p> <p>3.4. Have a minimum height of 5’6” for males and 5’4” for females;</p> <p>3.5. Be reliable, honest, and courteous;</p>	

	<p>3.6. Be knowledgeable in report preparation;</p> <p>3.7. Good in oral and written English communication;</p> <p>3.8. Have undergone at least two (2) trainings in Security Services;</p> <p>3.9. Have at least one (1) year experience as a security guard;</p> <p>3.10. Twenty-one (21) to fifty (50) years old without any comorbidities;</p> <p>3.11. Have undergone pre-licensing training course;</p> <p>3.12. Possess a valid security license during the projected deployment to the NPDC;</p> <p>3.13. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC; and</p> <p>3.14. Have valid Police and NBI Clearance.</p>	
	<p>4. CCTV Operators. The CCTV operators must:</p> <p>4.1. Be a Filipino Citizen;</p> <p>4.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;</p> <p>4.3. Twenty-one (21) to fifty (50) years old without any comorbidities;</p> <p>4.4. Be computer literate;</p> <p>4.5. Preferably have completed two years of college;</p> <p>4.6. Be reliable, honest, and courteous;</p> <p>4.7. Be knowledgeable in report preparation;</p>	

	<p>4.8. Good in oral and written English communication;</p> <p>4.9. Have undergone at least two (2) trainings in Security Services;</p> <p>4.10. Possess a valid certificate of CCTV operator course as of bidding date and during his projected tour of duty or at least one (1) year experience as CCTV Operator;</p> <p>4.11. Have undergone pre-licensing training course;</p> <p>4.12. Possess a valid security license during the projected deployment to the NPDC;</p> <p>4.13. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC</p>	
VII.	DUTIES AND RESPONSIBILITIES OF THE SECURITY PERSONNEL	(In support of the Bidder's statement of compliance, the Bidder must attach an affidavit of undertaking that they will comply with the duties and responsibilities required of its Security Officers and Security Guards to be assigned/deployed in the NPDC Premises and facilities)
	<p>1. Detachment Commander. The Detachment Commander shall:</p> <p>1.1. Maintain constant consultation, coordination, and cooperation with the NPDC to review and evaluate performance, security plans, and security needs.</p> <p>1.2. Direct and control the Detachment Operations in accordance with the Security Service Contract (SSC).</p> <p>1.3. Properly manage the security personnel in the detachment in order to maintain the efficiency and effectiveness of all of the security personnel and that their performance</p>	

	<p>and discipline are within the expectations of NPDC.</p> <p>1.4. Cascade and implement in a timely and accurate manner NPDC policies, procedures, directive, and instructions pertaining to security matters.</p> <p>1.5. Periodically review detachment operations and administration.</p> <p>1.6. Properly maintain records.</p> <p>1.7. Conduct initial investigation on any incident that occur in their area of responsibility and if necessary, initiate the appropriate administrative, civil and/or criminal actions against any member of the detachment.</p> <p>1.8. Initiate the conduct of regular quarterly drills (earthquake, fire, crowd control, and active shooter) and other skill building programs on security and crisis management, first aid, radio communications, gender sensitivity trainings and other relevant topics for its security personnel in coordination with other government agencies such as PNP, NBI, BFP, NDRRMC, Red Cross, etc.</p> <p>1.9. Submit accurate and timely incident/information report and monthly reports to the NPDC Operations Division.</p> <p>1.10. Responsible for timely submission of billing statements to the NPDC.</p> <p>1.11. Be respectful and courteous in interacting with people.</p> <p>1.12. Responsible for the periodic maintenance of security vehicles deployed to NPDC. Must submit monthly reports on the transportation vehicles and accessories status to the NPDC Operations Division.</p> <p>1.13. Responsible for ensuring that communications equipment and firearms deployed to NPDC are serviceable. Must submit monthly reports on the</p>	
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	<p>communications equipment and firearms status to the NPDC Operations Division.</p> <p>1.14. Adhere to all NPDC rules & regulations and implement the same.</p>	
	<p>2. ADC/Shift-In-Charge. The Assistant Detachment Commander shall</p> <p>2.1 Assist the Detachment Commander in his/her functions.</p> <p>2.2 Assume duties and responsibilities in the absence of the Detachment Commander.</p> <p>2.3 Adhere to all NPDC rules & regulations and implement the same.</p> <p>2.4 Be thoroughly familiar with the orders, instructions, duties and procedures in every post within his area of responsibility.</p> <p>2.5 Cascade and implement in a timely and accurate manner all instructions/special orders and important information to the security guards.</p> <p>2.6 Routinely conduct inspection on every post to observe posted guards' performance and effect spot correction as necessary.</p> <p>2.7 Routinely conduct inspection of all guards on duty to make sure that:</p> <p style="padding-left: 40px;">a. the complete NPDC-prescribed uniform is properly worn by all guards on duty</p> <p>2.8 Report breaches of discipline committed by any guard under his/her shift on duty in accordance with set policies.</p> <p>2.9 Be familiar with the rudiments of investigation of gathering evidence from the crime scene and of procedure for receiving police assistance when necessary.</p> <p>2.10 Conduct initial investigation on any incidents that occur in their area of responsibility and file the necessary charges in coordination with the Rizal Park Police Detachment.</p> <p>2.11 Be respectful and courteous in interacting with people.</p> <p>2.12 Prepare accurate and timely monthly reports to the NPDC Operations Division.</p>	
	<p>3. Security Guards. The security guards shall</p>	

	<p>3.1. Perform guarding duties and responsibilities in their respective post/tour of duty in accordance with the detachment commander and/or special orders and directives/instruction from authorized NPDC personnel and with the Schedule of Posting.</p> <p>3.2. Follow security and related policies of NPDC.</p> <p>3.3. Wear the complete NPDC-prescribed uniform when on duty.</p> <p>3.4. Control, inspect if necessary, and properly document ingress and egress of materials and equipment from the NPDC premises, offices and other areas of Rizal Park and Paco Park to ensure that the movement is in accordance with NPDC policies.</p> <p>3.5. Not allow the following persons to enter the NPDC premises, offices and other areas of Rizal Park and Paco Park:</p> <p>3.5.1. persons under the influence of liquor or prohibited drugs</p> <p>3.5.2. employees who are not wearing the prescribed uniform and ID</p> <p>3.5.3. persons who pose a danger or a threat to NPDC</p> <p>3.5.4. persons who have no business in the NPDC offices</p> <p>3.6. Be respectful and courteous in interacting with people.</p> <p>3.7. Issue appropriate visitor's tag to all incoming visitors to NPDC offices and record the names in the logbook accordingly.</p> <p>3.8. Be responsible for the protection of properties (e.g. facilities, equipment, materials) within the area of responsibility from undue damage, theft and or robbery.</p> <p>3.9. Keep and update required post records.</p>	
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	<p>3.10. Not allow official NPDC vehicles to get out from the NPDC premises, offices and other areas of Rizal Park and Paco Park if the driver has no trip ticket duly signed by authorized officer.</p> <p>3.11. Watch/observe park goers and its facilities and alert other guards and/or the detachment commander/assistant detachment commander of any suspicious persons or activities in the park; take action as necessary.</p> <p>3.12. Remind registered vendors from violating the IRR of the Park Trading Policy; drive away unregistered vendors.</p> <p>3.13. Apprehend and investigate violators of park and office rules and regulations, prepare, submit appropriate report/s, cooperate with the Rizal Park Police Detachment or other appropriate government agencies, and act as witness when charges are filed.</p> <p>3.14. Communicate in a timely and accurate manner and in accordance with agreed upon communication plan any unusual events and occurrences within their area of responsibility.</p> <p>3.15. Participate in drills and other relevant skill development programs that will be initiated by the Security Agency or NPDC.</p> <p>3.16. Shall enforce compliance of health protocols for all employees, park visitors, clients in line with IATF guidelines and LGU ordinance.</p> <p>3.17. The security guards must be ready to perform other tasks as may be required by NPDC management related to security, safety and protection such as but not limited to registering visitors, inspection of bags and vehicles (going in and out), crowd control.</p>	
	<p>4. CCTV Operator. The CCTV Operator shall</p>	

	<p>4.1. Conduct roll call of the security guards to ensure that they are in their assigned posts in accordance with the agreed upon frequency and interval.</p> <p>4.2. Upon monitoring of CCTV, advise security guard who is assigned in the area immediately to remind vendors from violating the IRR of the Park Trading Policy.</p> <p>4.3. Upon monitoring of CCTV, advise security guard who is assigned in the area immediately to drive away unregistered vendors.</p> <p>4.4. Upon monitoring of CCTV, advise security guard who is assigned in the area immediately to reprimand violating park goer.</p> <p>4.5. Upon monitoring of CCTV, alarm and call the attention of roving security guards or Security Rescue team about any untoward incident by giving a brief description of the incident and its location immediately.</p> <p>4.6. Submit report to the Security Head describing what has transpired during its monitoring within 12 hours.</p> <p>4.7. Report equipment failure to the CCTV technician/ICT department of NPDC immediately to maximize operation of the system.</p>	
VI.	PERFORMANCE	
	<p>1. NPDC expects very satisfactory performance from the Security Service Provider. As such, performance expectations and measures shall be communicated by NPDC to the winning Security Service Provider and agreed upon prior to contract preparation and signing.</p> <p>2. End-user shall conduct a monthly performance survey in accordance with the Service Level Agreement that will be</p>	

	<p>agreed upon with NPDC at the start of the contract which shall be attached to the billing.</p> <ol style="list-style-type: none"> 3. The Security Service Provider is required to obtain a monthly rating of at least VERY SATISFACTORY, based on the Service level agreement. 4. If the Security Service Provider fails to obtain a rating of at least SATISFACTORY, this shall be considered as breach of obligation under contract and ground for the imposition of liquidated damages in accordance with RA 9184 and its IRR. 5. NPDC has the right to terminate the service contract with the winning Security Service Provider before the contract end date if the performance level of the Service Provider is not SATISFACTORY based on the evaluation criteria or failure to perform its obligations thereon following the required procedures prescribed under the Implementing Rules and Regulations of RA 9184. 6. NPDC reserves the right to demand the replacement of any deployed personnel of the Service Provider who shall be found lacking in discipline, inefficient, negligent, and other justifiable causes. 	
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**NATIONAL PARKS DEVELOPMENT COMMITTEE
SECURITY SERVICES 2022
TERMS OF REFERENCE**

I. OBJECTIVES

The NPDC is the government agency tasked to develop, preserve and manage Rizal Park and Paco Park. In line with this mandate, it is imperative to engage the services of a security agency that can provide guards to secure the safety of NPDC premises (Rizal Park and Paco Park), offices, properties, equipment, installations, facilities, as well as women and men officers, employees, visitors, and all persons transacting legitimate business with the agency. In addition, these guards shall protect and ensure the safety of women, men, LGBTQIA+, and children park-goers from potential harm, discrimination, harassment, or similar incidents within the premises of the parks.

Thus, NPDC is inviting interested, qualified, and reputable security service providers to submit bids in accordance with this Terms of Reference (TOR) for the provisions of 24-hour security services on a daily basis, including Saturdays, Sundays, and Holidays.

III. SERVICE PROVIDER QUALIFICATIONS

1. Adherence to Labor Laws and Guidelines

The service provider shall provide adequate evidence of adherence to Labor Laws and Guidelines, which may include, but is not limited to, the following:

- 1.17. An undertaking that payment of wages and other benefits shall be in accordance with the Standard of Computation of the Department of Labor and Employment (DOLE) and shall ensure timely payment of said wages and benefits. The Security Service Provider shall issue a sworn statement that they are complying with the labor laws to be submitted together with their monthly billing statement. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.
- 1.18. An undertaking that the Security Service Provider shall be held liable for damages or loss incurred by any Security Personnel during their work.
- 1.19. An undertaking that the Security Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.
- 1.20. An undertaking that the Security Service Provider no pending labor standard violation case/s issued by the NLRC and DOLE.
- 1.21. An undertaking that the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Security Service Provider
- 1.22. An undertaking that the Security Service Provider shall follow all the rules and regulations required by DOLE.
- 1.23. The Security Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2021 (January to September 2021).
- 1.24. The Security Service Provider must be duly licensed, registered, and a member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) with the proper permit from the PNP-SAGSD and other statutory requirements. Proof of such is required in the form of PADPAO certificate of membership/registration not earlier than June 1, 2021 and Certified True Copy of

the Regular (not provisional) License to Operate a Private Security Agency issued by the PNP-SAGSD.

- 1.25. The Security Service Provider's organizational structure should be in compliance with the Organizational Structure of Private Security Agencies of RA 5487 (The Private Security Agency Law) and other relevant laws.
- 1.26. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
- 1.27. Must be based in the Greater Manila Area.
- 1.28. An appropriate ISO Certification is preferred.
- 1.29. Must have at least 300 active (i.e. dispatched) security personnel at the time of bidding. Proof of such is required in the form of a certification from the security agency's president or human resources head.
- 1.30. The Security Service Provider's key management personnel must be a degree holder and must possess any of the following qualifications:
 - c. Possess military or law enforcement experience, or
 - d. Security management experience with at least five (5) years in security administration and operation.
- 1.31. The Security Service Provider's administration, operations, and human resources division must be properly and adequately staffed, regardless of gender, to support all the active security personnel under its care.
- 1.32. Must have no pending labor case/s at the time of bidding. Proof of such is required in the form of a certification from the Department of Labor and Employment (DOLE) and the National Labor Relations Commission (NLRC).

2. Availability of Equipment

- 2.1. Firearms. The Security Service Provider must be able to provide licensed and serviceable firearms with full rounds of ammunition for all male and female guards deployed to NPDC. In the case of augmentation, the Security Service Provider must be able to provide licensed firearms equivalent to the number of additional guards. The Security Service Provider must submit inventory of firearms, subject for actual inspection during post-qualification
- 2.2. Communication. The Security Service Provider must be able to provide serialized serviceable 2-way handheld radios for all male and female guards deployed to NPDC, and base radio system with repeater antenna that can adequately cover the area of responsibility for deployment to NPDC. The Security Service Provider must submit an inventory of communication equipment and accessories, subject to actual inspection during post-qualification
- 2.3. Vehicles. The Security Service Provider must be able to provide two (2) four-wheeled vehicles with engine displacement equivalent or larger than 1.3 liters and not older than 3 years at the time of bidding. The Security Service Provider must submit an inventory of transportation vehicles, subject to actual inspection during post-qualification

3. Evidence of good performance on prior engagements

- 3.1. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years with at least thirty (30) guards deployed.
For Security Service Provider that has an ongoing/previous contract with NPDC, the Service Provider shall submit the NPDC Performance Rating duly certified by the Agency.

- 3.2. The Security Service Provider has been engaged in the business of providing security services for at least five (5) years.
- 3.3. The Security Service Provider has rendered security services to a publicly-open private or public facility with at least 30 guards deployed.
- 3.4. Liquidity. Ratio of current assets over current liabilities should be at least 3:1 for the past three (3) years of the audited financial statements.

IV. SERVICE PROVIDER RESPONSIBILITIES

1. Personnel Welfare, Behavior and Accountability

- 1.1. The Security Service Provider shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to the persons and property and shall at all times save NPDC from any claim for damage arising therefrom.
- 1.2. The Security Service Provider shall assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act, or misconduct of the Security Service Provider's personnel
- 1.3. The Security Service Provider is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of NPDC on sanitation, security, and safety
- 1.4. The Security Service Provider shall be able to respond to situations that require immediate assistance to its employees due to national emergencies, such as providing Personal Protective Equipment (PPE), without any additional cost to NPDC.
- 1.5. The Security Service Provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, any NPDC Offices, and premises.
- 1.6. The Security Service Provider shall provide accident insurance for both personnel and property damaged

2. Provision of Resources

- 2.1. To be provided by Security Service Provider
 - 2.1.1. Vehicles and Equipment
 - 2.1.1.1. The equipment, tools, and consumables to be used in the delivery of maintenance results, including corresponding repairs and maintenance, shall be for the exclusive account of the service provider.
 - 2.1.1.2. The service provider shall present for inspection at the premises of the Park, the vehicles, equipment, complete sets of tools, and supplies listed below, within fifteen (15) calendar days from receipt of the Notice to Proceed from NPDC. NPDC may, at its option, inspect the said vehicles, equipment, tools, and consumables in the service provider's storage area. If after 15 calendar days from receipt of the Notice to Proceed, the service provider fails to deliver as such, the award may be canceled and issued to the second-ranked complying and responsive bidder.
 - 2.1.1.3. The Security Service Provider shall also submit the complete list of all equipment, firearms, accessories, and transportation vehicles deployed at NPDC with their corresponding acquisition cost within fifteen (15) calendar days from receipt of the Notice to Proceed from NPDC.

2.1.1.4. The Security Service Provider shall provide the following communication equipment and accessories:

- Two (2) units base radio (complete with all necessary hardware and installation) with one (1) unit repeater system that can adequately cover the area of responsibility
- one (1) unit mobile base radio
- thirty (30) handheld radios
- ten (10) megaphones

The stated items above will be used as communication equipment of deployed male and female security guards throughout the duration of the tour of duty. The necessary licenses and permits for the equipment and the use of such should be shouldered by the Security Agency. The allocation of the equipment will be rotated across the two (2) daily shifts.

2.1.1.5. The Security Service Provider shall provide the following transportation vehicle and accessories:

- one (1) unit 4-wheel patrol vehicle with engine displacement equivalent or large than 1.3 liters and not older than three (3) years at the time of bidding
- one (1) emergency vehicle equipped with stretcher, spine board, neck collar, portable oxygen tank, blood pressure apparatus, wheelchair, and first-aid kit
- ten (10) units mountain bicycles (complete with helmets, high visibility vests, blinkers) to be parked within NPDC premises and facilities, 24 hours a day, 7 days a week and to be used in connection with its security services

2.1.1.6. The Security Service Provider shall provide serviceable licensed firearms with full rounds of ammunition each and serviceable pepper sprays for all deployed male and female security guards throughout the duration of the tour of duty. The necessary licenses and permits for the equipment and the use of such should be shouldered by the Security Agency. The allocation of the firearms and other equipment will be rotated across the two (2) daily shifts.

2.1.2. The Security Service Provider shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner.

2.1.3. The Security Service Provider shall ensure disaster preparedness of personnel by providing Personal Protective Equipment (PPE) such as but not limited to hardhats, safety shoes, rubber boots, raincoats, and gloves.

2.1.4. The Security Service Provider must provide the employees assigned to NPDC with NPDC-prescribed uniform and visible identification badges to the security guards. The specifications of the NPDC-prescribed uniform will be provided as an Annex. The Security Service Provider must ensure that all employees wear the NPDC-prescribed uniform and ID at all times while on duty.

2.2. Resources to be Provided by NPDC

- 2.2.1. Water and electric power consumption shall be for the exclusive account of NPDC. It is understood, however, that the service provider shall exercise economy in the use of water and electricity by instructing and/or directing assigned service personnel to use water and electricity at a minimum requirement at all times.
- 2.2.2. NPDC shall provide a reasonable amount of space if deemed necessary for the service provider's personnel, tools, equipment, and vehicles.

3. Communication and Coordination Responsibilities

- 3.1. The Security Service Provider shall provide NPDC Operations Division with a complete list and photographs of its security personnel assigned to NPDC upon signing of the contract. The list and photographs must be updated in the event of change/replacement of personnel deployed to NPDC.
- 3.2. The Security Service Provider top management shall meet with NPDC Management not later than three (3) days after Notice of Award to present the Security Plan which includes a risk management plan, communication plan, crisis management plan, and deployment schedule, among others with sex-disaggregated data. A copy of these documents must be submitted to the NPDC Operations Division
- 3.3. The Security Service Provider must submit to NPDC within five (5) calendar days of every month a statement signed by the service provider's duly authorized representative that it has paid all wages, salaries, compensation, and other benefits of the employees assigned to NPDC for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of law.
- 3.4. The Security Service Provider shall ensure the availability of replacement personnel in case of an unscheduled absence of its personnel deployed at NPDC.
- 3.5. The Security Service Provider shall provide the Operations Division with the monthly working deployment schedule of its personnel deployed to NPDC on or before the 20th day of the preceding month.
- 3.6. The Security Service Provider must furnish NPDC with documents to support the qualifications of the one (1) detachment commander and two (2) assistant detachment commander/shift-in-charge to be deployed to NPDC upon signing of the contract.

4. Supervision

- 4.1. The Security Service Provider shall assign a supervisory team who shall oversee the performance of security services included in the scope, prepare reports and perform representation and coordination work with NPDC.
- 4.2. NPDC shall, at all times, have the right to inspect the quality of work and performance of the service provider, decide on any and all questions which may arise as to the quality or acceptability of the services rendered, and require immediate corrective action.

V. COMPLEMENT

- 5. one (1) Detachment Commander
- 6. two (2) Assistant Detachment Commanders/Security-in-charge
- 7. forty-three (43) security guards, and
- 8. four (4) CCTV Operators

POST	TIME OF DUTY	MAN HOURS
Detachment Commander	07:00H - 19:00H	12
Shift-in-charge	07:00H - 19:00H	12

	19:00H - 07:00H	12
Archive Gallery Building	07:00H - 19:00H	12
	19:00H - 07:00H	12
CCTV Command Center	07:00H - 19:00H	24
	19:00H - 07:00H	24
Rizal Park	07:00H - 19:00H	240
	19:00H - 07:00H	228
Paco Park	07:00H - 19:00H	12
	19:00H - 07:00H	12

The Security Service Provider must make efforts to increase the equitable distribution of work opportunities for all genders through deployment and by providing training opportunities to all personnel, regardless of gender.

VI. SCOPE OF SERVICE

12. The Security Service Provider shall provide consistent and quality service through qualified, licensed, uniformed, highly trained and armed security guards, CCTV operators, detachment commander, and assistant detachment commanders who shall guard and protect NPDC premises, offices and other areas of Rizal Park and Paco Park, properties, equipment, installations, facilities, as well as officers, employees, visitors, and all persons transacting legitimate business with the agency, twenty-four (24) hours daily including Saturdays, Sundays and Holidays.
2. The Security Service Provider shall provide a minimum of the following, to be rotated on a 12-hour daily working schedule at two (2) working shifts to be posted and distributed in accordance with the NPDC schedule of posting of male and female guards:
 - 2.1. one (1) Detachment Commander,
 - 2.2. two (2) Assistant Detachment Commanders/Security-in-charge,
 - 2.3. forty-three (43) security guards, and
 - 2.4. four (4) CCTV Operators;

In no case shall the deployed guards render more than 12 hours of duty in a 24-hour period, unless authorized by the Executive Director of NPDC. Any unauthorized service rendered beyond the 12-hour limit shall be disallowed and not subject for compensation.
3. The Security Service Provider shall station, in accordance with NPDC deployment plans, the agreed upon number of male and female security guards at designated strategic points within the NPDC premises and facilities as well as roving guards to ensure that no trespassing or other illegal activities are conducted within the NPDC premises, offices and other areas of Rizal Park and Paco Park.
4. The Security Service Provider shall secure ingress and egress within the NPDC premises, offices and other areas of Rizal Park and Paco Park of all persons, vehicles, and equipment/items/materials brought in and out of said premises, including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials.
5. The Security Service Provider shall enforce compliance of health protocols for all employees, park visitors, clients in line with IATF guidelines and LGU ordinance.

6. The Security Service Provider shall immediately make the necessary reports of any incidents to NPDC management and/or to other concerned authorities for purposes of police and other official investigations. Incidents such as but not limited to, those involving danger to life or property, injuries, disturbances, theft, or commission of any crime should be reported to the NPDC Executive Director upon discovery of incident. All documentations and necessary written reports in relation to the incident should be completed and submitted within twenty-four (24) hours to the Office of the Executive Director.
7. The Security Service Provider shall provide the Operations Division of NPDC with a complete and up-to-date list and photograph of its personnel deployed to NPDC.
8. The Security Service Provider shall be able to respond to situations that require immediate assistance to its employees due to national emergency situations, such as providing Personal Protective Equipment (PPE), without any additional cost to NPDC.
9. The Security Service Provider shall initiate the conduct of regular quarterly drills (earthquake, fire, crowd control, and active shooter) and other skill building programs on security and crisis management, first aid, radio communications, gender sensitivity trainings, and other relevant topics for its security personnel in coordination with other government agencies such as PNP, NBI, BFP, NDRRMC, Red Cross, etc.
10. The Security Service Provider shall provide a help desk with assigned security personnel to the NPDC-prescribed location.
11. The Security Service Provider shall assume liability and responsibility for any and all losses and damages, for destructions to property, or death/injuries sustained by NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act or misconduct of its officers or security guards.

VI. QUALIFICATIONS OF THE SECURITY PERSONNEL

1. Detachment Commander. The Detachment Commander must:

- 1.1. Be a Filipino Citizen;
- 1.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;
- 1.3. Be a bachelor's degree holder;
- 1.4. Have undergone Security officer's training and shall submit the following:
 - 1.4.1. Certificate or diploma for Security Officer Course, and
 - 1.4.2. Certificate of Certified Security and Safety Practitioner;
- 1.5. Have undergone trainings in the following:
 - 1.5.1. Anti-Terrorism,
 - 1.5.2. Basics of Safety/ Fire Prevention,
 - 1.5.3. First Aid Course, and
 - 1.5.4. Self-Defense;
- 1.6. Have at least three (3) years of experience in the operation of a security detachment with a manpower complement of not less than fifty (50) guards;
- 1.7. Possess a valid security license as of bidding date and during his tour of duty;
- 1.8. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC;
- 1.9. Have a minimum height of 5'6";
- 1.10. Have good report preparation skills;
- 1.11. Be good in oral and written English communication;
- 1.12. Not over fifty (50) years old; and
- 1.13. Have valid Police and NBI Clearance.

2. Assistant Detachment Commanders. The Assistant Detachment Commanders must:

- 2.1. Be a Filipino Citizen;

- 2.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;
- 2.3. Be a bachelor's degree holder;
- 2.4. Have undergone Security officer's training and shall submit the following:
 - 2.4.1. Certificate or diploma of Security Officer Course, and
 - 2.4.2. Certificate of Certified Security and Safety Practitioner;
- 2.5. Have a minimum height must be 5'6";
- 2.6. Have good report preparation skills;
- 2.7. Be good in oral and written English communication;
- 2.8. Have undergone trainings in the following:
 - 2.8.1. Anti-Terrorism,
 - 2.8.2. Basics of Safety/ Fire Prevention,
 - 2.8.3. First Aid Course, and
 - 2.8.4. Self-Defense;
- 2.9. Have at least two (2) years of experience in the operation of a security detachment with a manpower complement of not less than thirty (30) guards;
- 2.10. Not over fifty (50) years old;
- 2.11. Possess a valid security license as of bidding date and during his tour of duty;
- 2.12. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC; and
- 2.13. Have valid Police and NBI Clearance.

3. Security Guards. The Security Guards must:

- 3.1. Be a Filipino Citizen;
- 3.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;
- 3.3. Preferably have completed two years of college;
- 3.4. Have a minimum height of 5'6" for males and 5'4" for females;
- 3.5. Be reliable, honest, and courteous;
- 3.6. Be knowledgeable in report preparation;
- 3.7. Good in oral and written English communication;
- 3.8. Have undergone at least two (2) trainings in Security Services;
- 3.9. Have at least one (1) year experience as a security guard;
- 3.10. Twenty-one (21) to fifty (50) years old without any comorbidities;
- 3.11. Have undergone pre-licensing training course;
- 3.12. Possess a valid security license during the projected deployment to the NPDC;
- 3.13. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC; and
- 3.14. Have valid Police and NBI Clearance.

4. CCTV Operators. The CCTV operators must:

- 4.1. Be a Filipino Citizen;
- 4.2. Be physically and mentally fit, submit the result of Annual Physical Examination conducted within six (6) months prior to the projected deployment to NPDC;
- 4.3. Twenty-one (21) to fifty (50) years old without any comorbidities;
- 4.4. Be computer literate;
- 4.5. Preferably have completed two years of college;
- 4.6. Be reliable, honest, and courteous;
- 4.7. Be knowledgeable in report preparation;

- 4.8. Good in oral and written English communication;
- 4.9. Have undergone at least two (2) trainings in Security Services;
- 4.10. Possess a valid certificate of CCTV operator course as of bidding date and during his projected tour of duty or at least one (1) year experience as CCTV Operator;
- 4.11. Have undergone pre-licensing training course;
- 4.12. Possess a valid security license during the projected deployment to the NPDC;
- 4.13. Have passed neuro-psychiatric evaluation test and drug test administered by a Philippine National Police (PNP)/ National Bureau of Investigation (NBI) accredited testing agency within six (6) months prior to the projected deployment to NPDC; and
- 4.14. Have valid Police and NBI Clearance.

VII. DUTIES AND RESPONSIBILITIES OF THE SECURITY PERSONNEL

1. Detachment Commander. The Detachment Commander shall:

- 1.1. Maintain constant consultation, coordination, and cooperation with the NPDC to review and evaluate performance, security plans, and security needs.
- 1.2. Direct and control the Detachment Operations in accordance with the Security Service Contract (SSC).
- 1.3. Properly manage the security personnel in the detachment in order to maintain the efficiency and effectiveness of all of the security personnel and that their performance and discipline are within the expectations of NPDC.
- 1.4. Cascade and implement in a timely and accurate manner NPDC policies, procedures, directive, and instructions pertaining to security matters.
- 1.5. Periodically review detachment operations and administration.
- 1.6. Properly maintain records.
- 1.7. Conduct initial investigation on any incident that occur in their area of responsibility and if necessary, initiate the appropriate administrative, civil and/or criminal actions against any member of the detachment.
- 1.8. Initiate the conduct of regular quarterly drills (earthquake, fire, crowd control, and active shooter) and other skill building programs on security and crisis management, first aid, radio communications, gender sensitivity trainings and other relevant topics for its security personnel in coordination with other government agencies such as PNP, NBI, BFP, NDRRMC, Red Cross, etc.
- 1.9. Submit accurate and timely incident/information report and monthly reports to the NPDC Operations Division.
- 1.10. Responsible for timely submission of billing statements to the NPDC.
- 1.11. Be respectful and courteous in interacting with people.
- 1.12. Responsible for the periodic maintenance of security vehicles deployed to NPDC. Must submit monthly reports on the transportation vehicles and accessories status to the NPDC Operations Division.
- 1.13. Responsible for ensuring that communications equipment and firearms deployed to NPDC are serviceable. Must submit monthly reports on the communications equipment and firearms status to the NPDC Operations Division.
- 1.14. Adhere to all NPDC rules & regulations and implement the same.

2. ADC/Shift-In-Charge. The Assistant Detachment Commander shall

- 2.1. Assist the Detachment Commander in his/her functions.
- 2.2. Assume duties and responsibilities in the absence of the Detachment Commander.
- 2.3. Adhere to all NPDC rules & regulations and implement the same.
- 2.4. Be thoroughly familiar with the orders, instructions, duties and procedures in every post within his area of responsibility.

- 2.5. Cascade and implement in a timely and accurate manner all instructions/special orders and important information to the security guards.
- 2.6. Routinely conduct inspection on every post to observe posted guards' performance and effect spot correction as necessary.
- 2.7. Routinely conduct inspection of all guards on duty to make sure that:
 - b. the complete NPDC-prescribed uniform is properly worn by all guards on duty
- 2.8. Report breaches of discipline committed by any guard under his/her shift on duty in accordance with set policies.
- 2.9. Be familiar with the rudiments of investigation of gathering evidence from the crime scene and of procedure for receiving police assistance when necessary.
- 2.10. Conduct initial investigation on any incidents that occur in their area of responsibility and file the necessary charges in coordination with the Rizal Park Police Detachment.
- 2.11. Be respectful and courteous in interacting with people.
- 2.12. Prepare accurate and timely monthly reports to the NPDC Operations Division.

3. Security Guards. The security guards shall

- 3.1. Perform guarding duties and responsibilities in their respective post/tour of duty in accordance with the detachment commander and/or special orders and directives/instruction from authorized NPDC personnel and with the Schedule of Posting.
- 3.2. Follow security and related policies of NPDC.
- 3.3. Wear the complete NPDC-prescribed uniform when on duty.
- 3.4. Control, inspect if necessary, and properly document ingress and egress of materials and equipment from the NPDC premises, offices and other areas of Rizal Park and Paco Park to ensure that the movement is in accordance with NPDC policies.
- 3.5. Not allow the following persons to enter the NPDC premises, offices and other areas of Rizal Park and Paco Park:
 - 3.5.1. persons under the influence of liquor or prohibited drugs
 - 3.5.2. employees who are not wearing the prescribed uniform and ID
 - 3.5.3. persons who pose a danger or a threat to NPDC
 - 3.5.4. persons who have no business in the NPDC offices
- 3.6. Be respectful and courteous in interacting with people.
- 3.7. Issue appropriate visitor's tag to all incoming visitors to NPDC offices and record the names in the logbook accordingly.
- 3.8. Be responsible for the protection of properties (e.g. facilities, equipment, materials) within the area of responsibility from undue damage, theft and or robbery.
- 3.9. Keep and update required post records.
- 3.10. Not allow official NPDC vehicles to get out from the NPDC premises, offices and other areas of Rizal Park and Paco Park if the driver has no trip ticket duly signed by authorized officer.
- 3.11. Watch/observe park goers and its facilities and alert other guards and/or the detachment commander/assistant detachment commander of any suspicious persons or activities in the park; take action as necessary.
- 3.12. Remind registered vendors from violating the IRR of the Park Trading Policy; drive away unregistered vendors.
- 3.13. Apprehend and investigate violators of park and office rules and regulations, prepare, submit appropriate report/s, cooperate with the Rizal Park Police Detachment or other appropriate government agencies, and act as witness when charges are filed.
- 3.14. Communicate in a timely and accurate manner and in accordance with agreed upon communication plan any unusual events and occurrences within their area of responsibility.

- 3.15. Participate in drills and other relevant skill development programs that will be initiated by the Security Agency or NPDC.
- 3.16. Shall enforce compliance of health protocols for all employees, park visitors, clients in line with IATF guidelines and LGU ordinance.
- 3.17. The security guards must be ready to perform other tasks as may be required by NPDC management related to security, safety and protection such as but not limited to registering visitors, inspection of bags and vehicles (going in and out), crowd control.

4. CCTV Operator. The CCTV Operator shall

- 4.1. Conduct roll call of the security guards to ensure that they are in their assigned posts in accordance with the agreed upon frequency and interval.
- 4.2. Upon monitoring of CCTV, advise security guard who is assigned in the area immediately to remind vendors from violating the IRR of the Park Trading Policy.
- 4.3. Upon monitoring of CCTV, advise security guard who is assigned in the area immediately to drive away unregistered vendors.
- 4.4. Upon monitoring of CCTV, advise security guard who is assigned in the area immediately to reprimand violating park goer.
- 4.5. Upon monitoring of CCTV, alarm and call the attention of roving security guards or Security Rescue team about any untoward incident by giving a brief description of the incident and its location immediately.
- 4.6. Submit report to the Security Head describing what has transpired during its monitoring within 12 hours.
- 4.7. Report equipment failure to the CCTV technician/ICT department of NPDC immediately to maximize operation of the system.

VIII. PERFORMANCE

1. NPDC expects very satisfactory performance from the Security Service Provider. As such, performance expectations and measures shall be communicated by NPDC to the winning Security Service Provider and agreed upon prior to contract preparation and signing.
2. End-user shall conduct a monthly performance survey in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract which shall be attached to the billing.
3. The Security Service Provider is required to obtain a monthly rating of at least VERY SATISFACTORY, based on the Service level agreement.
4. If the Security Service Provider fails to obtain a rating of at least SATISFACTORY, this shall be considered as breach of obligation under contract and ground for the imposition of liquidated damages in accordance with RA 9184 and its IRR.
5. NPDC has the right to terminate the service contract with the winning Security Service Provider before the contract end date if the performance level of the Service Provider is not SATISFACTORY based on the evaluation criteria or failure to perform its obligations thereon following the required procedures prescribed under the Implementing Rules and Regulations of RA 9184.
6. NPDC reserves the right to demand the replacement of any deployed personnel of the Service Provider who shall be found lacking in discipline, inefficient, negligent, and other justifiable causes.

IX. BILLINGS AND PAYMENT

1. NPDC requires the Security Service Provider to submit its billing statement on or before the 10th of each succeeding month. Failure to comply shall be subjected to liquidated damages

amounting to 1/10 of 1% per day of delay. Also, any non-conformity on the contractual deliverables (such as but not limited to firearms & accessories, communication equipment, transportation vehicles) shall be subjected to liquidated damages and/or termination of the contract.

2. Attachment to the billings;
 - a. Copy of Notice of Award (Initial Payment);
 - b. Copy of Notice to Proceed (Initial Payment);
 - c. Duly Signed Contract (Initial Payment);
 - d. Service Provider's bill (semi-monthly basis of billing statement);
 - e. Accomplishment Report;
 - f. Daily Time Record;
 - g. Summary Sheet;
 - h. Certification of payment to employees of the service providers;
 - i. Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher;
 - j. Result of survey ratings
 - k. Other documents as are deemed necessary depending on the nature of the transaction.

**COST BREAKDOWN OF SECURITY SERVICES
PROPOSED SECURITY SERVICES FOR F/Y 2022**

PARTICULARS	DAY SHIFT (PHP)	NIGHT SHIFT (PHP)
DAILY WAGE (W.O. NCR-22)		
COLA PER DAY		
A. Amount Payable to Guard:		
Monthly Basic Pay		
Night Differential		
13th month pay		
5 days incentive leave		
Uniform Allowance		
Overtime Pay		
TOTAL AMOUNT DIRECTLY TO GUARDS		
B. Amount Payable to the Government		
Retirement Benefit - RA 7641		
Pag-ibig Contribution		
SSS Contribution		
SSS Mandatory Provident Fund		
Philhealth		
State Insurance Fund		
TOTAL AMOUNT DIRECTLY TO GOV'T		
TOTAL AMOUNT TO GUARD AND GOV'T		
CONTRACT RATE BEFORE OVERHEAD		
Admin. Overhead (20%) DO 150-16		
CONTRACT RATE BEFORE VAT		
Value Added Tax (12%)		
TOTAL BILLING PER MONTH PER GUARD		
NUMBER OF GUARDS		
TOTAL COST PER MONTH		
TOTAL COST FOR 1 YEAR PER SHIFT (12 mos.)		
TOTAL CONTRACT COST FOR 12 MONTHS - DECEMBER 2022	(1 YEAR) JANUARY	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- (f) 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**
- (g) 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**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (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;
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) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Other documents required by NPDC end-user

- (o) *Undertaking that the bidder shall: a. pay wages and other benefits to its security personnel in accordance with the standard computation of the Department of Labor and Employment (DOLE); b. be liable for damages or loss incurred by any security personnel; c. directly remits monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF; d. shoulder all expenses for any training required by NPDC in addition to those required by DOLE; f. follow all the rules and regulations required by DOLE.*

- (p) *Certification from the Department of Labor and Employment (DOLE) and the National Labor Relations Commission (NLRC) that the agency have no pending labor case/s at the time of bidding*
- (q) *Valid license, registration and member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) not earlier than 01 June 2021;*
- (r) *Certified True Copy of the Regular (not provisional) License to Operate a Private Security Agency issued by the PNP-SAGSD;*
- (s) *Organizational structure and company profile compliant to RA 5487 (The Private Security Agency Law);*
- (t) *Copy of the Bidder's Current Business license and permit certified by the issuing office;*
- (u) *Proof of registration with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA);*
- (v) *ISO Certifications (preferably);*
- (w) *Certification from the agency's president that the bidder has at least 300 active security personnel at the time of the bidding;*
- (x) *BIR Registration Certificate & Valid BIR Tax Clearance;*
- (y) *List of Licensed Firearms;*
- (z) *List of Communication Equipment with NTC License;*
- (aa) *List of Vehicles with valid LTO Registration;*
- (bb) *Client certification that the bidder has provided a very satisfactory or better level of rating to at least three (3) clients with more than 30 guards deployed at one given time within the last three (3) years. For those agencies who have served NPDC, one of the Certificates should be issued by NPDC, signed by its Executive Director;*
- (cc) *Signed commitment to provide complete uniform of security personnel per requirement of NPDC TOR;*
- (dd) *Proof that the bidder has been engaged in the business of providing security services for at least five (5) years;*
- (ee) *Certification that the bidder has rendered security services to a publicly-open private or public facility with at least thirty (30) guards deployed;*

II. FINANCIAL COMPONENT ENVELOPE

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