



BIDDING DOCUMENTS FOR

Provision of Security Services for FY 2024

NPDC-ITB-2023-009

2023

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



INVITATION TO BID FOR
PROVISION OF SECURITY SERVICES FOR FY 2024
NPDC-2023-ITB-009

1. The **National Parks Development Committee** through the **National Expenditure Program of FY 2024** intends to apply the sum of **Thirty Million Six Hundred Fifty-Three Thousand Three Hundred Ninety-One Pesos & 35/100 Only (Php 30,653,391.35)** being the Approved Budget for the Contract (ABC) to payments under the contract for **PROVISION OF SECURITY SERVICES FOR FY 2024/ NPDC-2023-ITB-009**. 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 2024**. 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 20, 2023** 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 **November 28, 2023 (Tuesday), 2:00 P.M. at the Rizal Park Open Air Auditorium (Backstage).**
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **December 11, 2023 (Monday), 10:00 A.M. at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila.** 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 **December 11, 2023 (Monday), 2:00 P.M.** at the **Bulwagan ng Kagitingan, Rizal Park Luneta, Ermita, Manila.** 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:
BEO RAVEN V. BENSURTO
NPDC-BAC Secretariat
National Parks Development Committee
**NPDC Office at the Old Planetarium, Padre Burgos St.,
Ermita, Manila**

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.

8880-4895

bac@npdc.gov.ph/ bvbensurto@npdc.gov.ph

MARGAUX VANESSA T. DECRIPITO/ KAREN G. DONATO

TeleFax. No. (02) 8541-8296/ (02) 8541-8284

mtdecripito@npdc.gov.ph/ kgdonato@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 17, 2023

(SGD.)

ENGR. EDUARDO C. VILLALON, JR.

NPDC-BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Parks Development Committee* wishes to receive Bids for the *Provision of Security Services for FY 2024*, with identification number *NPDC-2023-ITB-009*

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 2024 in the amount of **Thirty Million Six Hundred Fifty-Three Thousand Three Hundred Ninety-One Pesos & 35/100 Only (Php 30,653,391.35)**

2.2. The source of funding is:

a. National Expenditure Program FY 2024.

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:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **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:
 - a. 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 **One Hundred Twenty (120) calendar**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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. 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <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>
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Six Hundred Thirteen Thousand and Sixty-Seven Pesos & 83/100 Only (Php 613,067.83) 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 Five Hundred Thirty-Two Thousand Six Hundred Sixty-Nine Pesos & 57/100 ONLY Only (Php 1,532,669.57), if bid security is in Surety Bond.
20.2	<p>1. <i>Sworn undertaking that the bidder shall:</i></p> <ul style="list-style-type: none"> a. <i>pay wages and other benefits to its security personnel in accordance with the standard computation of the Department of Labor and Employment (DOLE);</i> b. <i>be liable for damages or loss incurred by any security personnel;</i> c. <i>directly remits monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF;</i> d. <i>no pending labor standard violation case/s issued by the NLRC and DOLE</i>

	<p><i>e. shoulder all expenses for any training required by NPDC in addition to those required by DOLE;</i></p> <p><i>f. follows all the rules and regulations required by DOLE.;</i></p> <p><i>g. provides the prescribed and complete uniform of security personnel per requirement of NPDC.</i></p> <p><i>2. Certification from the Department of Labor and Employment (DOLE), the National Labor Relations Commission (NLRC) and the Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) that the agency has no pending labor case/s at the time of bidding.</i></p> <p><i>3. Valid license, registration and member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) not earlier than 01 June 2023;</i></p> <p><i>4. Certified True Copy of the Regular (not provisional) License to Operate a Private Security Agency issued by the PNP-SAGSD;</i></p> <p><i>5. Organizational structure and company profile compliant to RA 5487 (The Private Security Agency Law);</i></p> <p><i>6. Copy of the Bidder’s Current Business license and permit certified by the issuing office;</i></p> <p><i>7. Proof of registration with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA);</i></p> <p><i>8. ISO Certifications (if any);</i></p> <p><i>9. Certification from the agency’s president that the bidder has at least 300 active security personnel at the time of the bidding;</i></p> <p><i>10. BIR Registration Certificate & Valid BIR Tax Clearance;</i></p> <p><i>11. List of Licensed Firearms;</i></p> <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 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 ongoing/previous contract with NPDC, the Security Service Provider shall</i></p>
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	<p><i>submit the NPDC Performance Rating of at least Very Satisfactory duly certified by the Agency for the latest year of contract;</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> <p><i>18. Audited financial statements for the past three (3) years with at least 3:1 ration of current assets over current liabilities.</i></p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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>"The delivery terms applicable to this Contract are in the NPDC. 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 Mr. Justin C. Policarpio, Park Operations Superintendent II, from Park Operations Division</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:</p> <ul 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;

	<ul style="list-style-type: none"> 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
	<ul style="list-style-type: none"> 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. <p>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.</p> <p>Spare Parts -</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> 1. 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 2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> 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.

	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p>

	Any relevant HAZCHEM classifications
	<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>The terms of payment shall be as follows: twelve (12) monthly billings. However, EVERY LAST MONTH OF THE QUARTER (e.g. March, June, September, and December), the SECURITY SERVICE PROVIDER shall be paid in two installments, (e.g. 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account submitted by the Service Provider.</p>
4	<p>The inspections and tests that will be conducted are: inspection of supplies to be used as to quantity and based on the schedule.</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, 2024
2.	Assistant Detachment Commander/ Shift-in-charge	2 ADC		
3.	Security Guards	45 guards		
4.	CCTV Operator	4 operators		
5.	Serviceable licensed firearms with full rounds of ammunition each	22 units		
6.	Serviceable Stun Gun	10 units		
7.	Base radio (complete with all necessary hardware and installation) with one (1) unit repeater system that can adequately cover the area of responsibility	1 unit		
8.	Megaphone	10 units		
9.	Handheld radios	30 units		
10.	4-wheel patrol vehicle not older than three (3) years	1 unit		
11.	Emergency Vehicle equipped with stretcher, spine board, neck collar, portable oxygen tank, blood pressure apparatus, wheelchair, and first-aid kit	1 unit		
12.	E-tricycle (brand new; capacity of 4-6 persons)	1 unit		
13.	Mountain bicycles (complete with helmets, high visibility vests, blinkers)	10 units		
14.	Counter tally device	15 units		
15.	Under chassis mirrors	5 units		
16.	Serviceable Pepper Spray	45 units		Daily
17.	NPDC-prescribed uniform and visible identification badges	45 units		
18.	Security Plan for Rizal Park and Paco Park	1 lot		3 days after receipt of

				Notice of Award
19.	Visitor's tag	30 units		

I hereby certify to comply and deliver all the above requirements:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Company/Bidder	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature over Printed Name of Authorized Representative	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date
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Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
I.	<p>NATIONAL PARKS DEVELOPMENT COMMITTEE</p> <p>SECURITY SERVICES 2024</p> <p>TERMS OF REFERENCE</p> <p>OBJECTIVES</p> <p>The National Parks Development Committee (NPDC) is the government agency tasked to develop, preserve and manage Rizal Park Luneta 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 Luneta 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 has invited 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</i></p>

		<i>fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
II.	II. SERVICE PROVIDER QUALIFICATIONS	
	1. Adherence to Labor Laws and Guidelines <ol style="list-style-type: none"> 1.1. A sworn 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. 1.2. A sworn undertaking that the Security Service Provider shall be held liable for damages or loss incurred by any Security Personnel during their work. 1.3. A sworn undertaking that the Security Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF. 1.4. A sworn undertaking that the Security Service Provider no pending labor standard violation case/s issued by the NLRC and DOLE. 1.5. A sworn undertaking that the expenses for any training required by NPDC in addition to those required by DOLE 	

	<p>shall be shouldered by the Security Service Provider</p> <p>1.6. A sworn 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 be 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 2023 (January to September 2023).</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, 2023 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</p>	
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	<p>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 Service Provider's president or human resources head.</p> <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 latest certification from each of the following agency:</p> <ul style="list-style-type: none"> 1.16.1 Department of Labor and Employment (DOLE); and 1.16.2 National Labor Relations Commission (NLRC) 1.16.3 Philippine National Police - Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) 	
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	<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 security guards on duty (post and roving) deployed to NPDC premises. 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 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>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</p>	

	<p>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>For Security Service Provider that has ongoing/previous contract with NPDC, the Security Service Provider shall submit the NPDC Performance Rating of at least Very Satisfactory duly certified by the Agency for the latest year of contract.</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>	
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, accountability 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,</p>	

	<p>fault, unlawful act, or misconduct of the Security Service Provider's personnel. Provided, that occurrence of at least two (2) incidents as defined in this contract shall be reflected in the performance evaluation of the Security Service Provider and shall be a sufficient ground for termination of the contract. Provided, further, that the Security Service Provider shall be subject to blacklisting for one (1) calendar year at the option of the NPDC.</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 is also expected to rigorously uphold a non-discrimination policy and place paramount importance on extending the highest level of respect and courtesy to all park visitors, with particular attention to indigent individuals.</p> <p>1.5. 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 and to the security personnel deployed.</p> <p>1.6. 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>	
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	<p>1.7. The Security Service Provider shall provide accident insurance for both security 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. Vehicles and Equipment</p> <p>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 Security Service Provider. For motor vehicles, fuel, oil & lubricants including replacement of parts shall also be under the account of the Security Service Provider.</p> <p>2.1.1.2. The Security 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</p>	

	<p>issued to the second-ranked complying and responsive bidder.</p> <p>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.</p> <p>2.1.1.4. The Security Service Provider shall provide the following communication equipment and accessories:</p> <ul style="list-style-type: none"> • One (1) unit base radio (complete with all necessary hardware and installation) with one (1) unit repeater system that can adequately cover the area of responsibility • thirty (30) handheld radios • ten (10) megaphones <p>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.</p> <p>2.1.1.5. The Security Service Provider shall provide the following</p>	
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	<p>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 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 • one (1) e-tricycle (brand new; capacity of 4-6 persons) • 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 <p>2.1.1.6. The Security Service Provider shall provide the following security operational devices and equipment:</p> <ul style="list-style-type: none"> • 22 units of serviceable licensed firearms with full rounds of ammunition each • 45 units of serviceable pepper sprays (for all deployed male and female security guards on post) • 10 units of serviceable stun gun 	
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	<ul style="list-style-type: none"> • 15 units of counter tally device • 10 units of megaphone • 5 units of under chassis mirrors • 30 units of visitor's tag <p>The stated items above will be used as security operational devices and 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 Service Provider. The allocation of the firearms and other equipment will be rotated across the two (2) daily shifts.</p> <p>2.1.1.7. The Security Service Provider shall immediately provide additional security operational equipment when the need arises. Also, the security must replace the defective operational equipment before pulling it out for repair.</p> <p>2.1.1.8. Other operational security devices and equipment may be demanded by the NPDC for the efficient and effective safeguarding of the NPDC premises.</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 or as may be required by duly recognized authorities, and other such protection by their personnel to</p>	
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	<p>perform their functions in a safe and effective manner.</p> <p>2.1.3. The Security Service Provider shall ensure disaster preparedness of security personnel by providing Personal Protective Equipment (PPE) such as but not limited to hardhats, safety shoes, rubber boots, raincoats, gloves and emergency preparedness bags or commonly known as "go bags".</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. A sworn commitment/undertaking to provide the prescribed and complete uniform of security personnel per requirement of NPDC must be provided. The Security Service Provider shall prepare all the necessary documents to secure a special permit from PNP-SOSIA to wear the NPDC-prescribed uniform upon the start of the contract. This special set of uniforms must be implemented within the first quarter of the fiscal year. All costs incurred for the preparation, approval and implementation of the NPDC-prescribed uniform, such as but not limited to sample uniform sets, shall be shouldered by the Security Service Provider. The specifications of the NPDC-prescribed uniform will be provided as an Annex. The Security Service Provider must</p>	
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	<p>ensure that all employees wear the NPDC-prescribed uniform and ID at all times while on duty.</p> <p>For Security Service Provider that has an ongoing/previous contract with NPDC, the Security Service Provider shall submit a copy of the approved Special Permit from PNP-SOSIA to wear the NPDC-prescribed uniform.</p> <p>2.2. Resources to be Provided by NPDC</p> <p>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.</p> <p>2.2.2. NPDC shall provide a reasonable amount of space if deemed necessary for the service provider's personnel, tools, equipment, and vehicles.</p>	
	<p>Communication and Coordination Responsibilities</p> <p>3.1 The Security Service Provider shall provide the NPDC Park 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</p>	

	<p>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 Park Operations Division.</p> <p>3.3 The Security Service Provider must submit to NPDC within five (5) calendar days of every month a sworn 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 NPDC Park Operations Division with 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</p>	
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	<p>deployed to NPDC upon signing of the contract.</p> <p>3.7 The Security Service Provider shall require all security personnel on post to properly log/ record the daily activities, movements, events, unusual observations, and occurrences within the NPDC premises. The NPDC shall have access to the logbooks whenever required and necessary. Likewise, all records and logbooks shall be turned over to NPDC Management at the end of contract.</p> <p>3.8 The Security Service Provider shall provide to NPDC Park Operations Division a copy of their Manual of Recruitment & Selection Criteria and Internal Disciplinary Guidelines, Procedure & Protocol.</p> <p>3.9 The Security Service Provider shall meet with the NPDC Park Operations Division every month for discussion and assessment of their performance.</p> <p>3.10 In the event of an incident, the Security Service Provider shall meet with the NPDC Park Operations Division through the Detachment Commander to review the findings and to present an action plan to prevent recurrence of the incident.</p>	
	<p>Supervision</p> <p>4.1 The Security Service Provider shall assign a supervisory/inspectorate team who shall oversee and check the performance of security personnel any time of the day or night to ensure that they are performing their duties and responsibilities and not committing any prejudicial act/s against the interest of the NPDC through coordination with</p>	

	<p>NPDC Management. For this purpose, the Security Service Provider's authorized representative shall conduct regular inspection and submit a report to the NPDC Park Operations Division regarding the result and status of the conducted inspection activity in NPDC premises.</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-five (45) 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>	<i>Refer to the Terms of Reference for the time schedule (Appendix 1)</i>
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, 	

	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 1. one (1) Detachment Commander, 2. two (2) Assistant Detachment Commanders/Security-in-charge, 3. forty-five (45) security guards, and 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> <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.</p> <p>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,</p>	
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	<p>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> <p>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, as mandated or as may be required.</p> <p>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.</p> <p>7. The Security Service Provider shall provide the NPDC Park Operations Division with a complete and up-to-date list and photograph of its personnel deployed to NPDC.</p> <p>8. The Security Service Provider shall be able to respond to situations that require immediate assistance to its employees</p>	
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	<p>due to national emergency situations, such as providing Personal Protective Equipment (PPE) and, without any additional cost to NPDC.</p> <p>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. The Security Service Provider shall provide a schedule for the implementation of the aforementioned activities for the consideration and reference of the NPDC.</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 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 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</p>	(Attach Curriculum Vitae and Certificate of trainings attended)

	<p>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> <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 passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC;</p> <p>1.10. Have a minimum height of 5'6";</p>	
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	<p>1.11. With good customer care service knowledge/skills</p> <p>1.12. Have good report preparation skills;</p> <p>1.13. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;</p> <p>1.14. Be good in oral and written English communication;</p> <p>1.15. Not over fifty (50) years old; and</p> <p>1.16. 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>2.6. With good customer care service knowledge/skills;</p> <p>2.7. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;</p> <p>2.8. Have good report preparation skills;</p> <p>2.9. Be good in oral and written English communication;</p>	(Attach Curriculum Vitae and Certificate of trainings attended)

	<p>2.10. Have undergone trainings in the following:</p> <p>2.10.1. Anti-Terrorism,</p> <p>2.10.2. Basics of Safety/ Fire Prevention,</p> <p>2.10.3. First Aid Course, and</p> <p>2.10.4. Self-Defense;</p> <p>2.11. 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>2.12. Not over fifty (50) years old;</p> <p>2.13. Possess a valid security license as of bidding date and during his tour of duty;</p> <p>2.14. 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>2.15. Have passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC; and</p> <p>2.16. 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. With good customer care service knowledge/skills;</p> <p>3.7. Of good moral character and reputation, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;</p> <p>3.8. Be knowledgeable in report preparation;</p> <p>3.9. Good in oral and written English communication;</p> <p>3.10. Have undergone at least two (2) trainings in Security Services;</p> <p>3.11. Have at least one (1) year experience as a security guard;</p> <p>3.12. Twenty-one (21) to fifty (50) years old;</p> <p>3.13. Have undergone pre-licensing training course;</p> <p>3.14. Possess a valid security license during the projected deployment to the NPDC;</p> <p>3.15. 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>3.16. Have passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC; and</p> <p>3.17. 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;</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. With good customer care service knowledge/skills</p> <p>4.8. Of good moral character and reputation, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;</p> <p>4.9. Be knowledgeable in report preparation;</p> <p>4.10. Good in oral and written English communication;</p> <p>4.11. Have undergone at least two (2) trainings in Security Services;</p> <p>4.12. 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>4.13. Have undergone pre-licensing training course;</p> <p>4.14. Possess a valid security license during the projected deployment to the NPDC;</p> <p>4.15. 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>4.16. Have passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC; and</p> <p>4.17. Have valid Police and NBI Clearance.</p>	
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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> <ul style="list-style-type: none"> 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 occurs in their area of responsibility and if necessary, initiate the appropriate administrative, civil and/or criminal actions against any member of the detachment. 	

	<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 reports and monthly reports to the NPDC Park 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. Assess and evaluate the current security status of operations, and submit its observations and recommendations quarterly.</p> <p>1.13. 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 Park Operations Division.</p> <p>1.14. Responsible for ensuring that communications equipment and firearms deployed to NPDC are serviceable. Must submit monthly reports on the vehicles, communications equipment and firearms status to the NPDC Park Operations Division.</p> <p>1.15. Adhere to all NPDC rules & regulations and implement the same.</p>	
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	<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 Assess and evaluate the current security status of operations, and submit its observations and recommendations quarterly with the Detachment Commander</p>	
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	<p>2.12 Be respectful and courteous in interacting with people.</p> <p>2.13 Prepare accurate and timely monthly reports to the NPDC Park 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 tags to all incoming visitors to NPDC offices and</p>	

	<p>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> <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 vehicle requisition slip 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</p>	
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	<p>initiated by the Security Service Provider 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, as mandated or as may be required.</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 guards who are assigned in the areas immediately to remind vendors from violating the IRR of the Park Trading Policy.</p> <p>4.3. Upon monitoring of CCTV, advise the 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 a report to the Security Detachment Commander, copy</p>	

	<p>furnished NPDC Park Operations Division, Planning and Management Division and Office of the Executive Director, describing what has transpired during its monitoring within 12 hours.</p> <p>4.7. Submit a report immediately to the Security Detachment Commander, copy furnished NPDC Park Operations Division and Office of the Executive Director, within five (5) minutes of any incident. If not acted upon, the Security Service Provider shall immediately replace CCTV Operators.</p> <p>4.8. Report equipment failure to the CCTV technician/Research and Management Information Systems Section of NPDC Planning and Management Division immediately and view blockage to the NPDC Park Operations Division to maximize operation and reliability of the system.</p>	
VIII.	PERFORMANCE	
	<ol style="list-style-type: none"> 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 assessment in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract. The results of this monthly performance assessment will be required as an attachment for the billing. 3. The Security Service Provider is required to obtain a monthly rating of at least VERY SATISFACTORY (92.50 and above), based on the service level agreement. The monthly 	

	<p>performance assessment shall be based on the compliance to the performance requirements set by NPDC using a prescribed monitoring tool (attached as an Annex) which shall include but may not be limited to the following criteria:</p> <p>3.1. Compliance to contract technical requirement</p> <p>3.1.1. Observance to labor laws and regulation</p> <p>3.1.2. Completeness and provision of tools, equipment, vehicles, PPEs and other materials</p> <p>3.2. Quality of Work</p> <p>3.2.1. Scope of Services</p> <p>3.2.2. Response Time</p> <p>3.2.3. Technical Reports</p> <p>3.3. Customer Service which includes courtesy, decorum, attitude and professionalism</p> <p>4. If the Security Service Provider fails to obtain a rating of at least VERY SATISFACTORY (92.50 and above) this shall be considered as breach of obligation under contract and grounds for the imposition of liquidated damages in accordance with RA 9184 and its IRR.</p> <p>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 VERY SATISFACTORY (92.49 and below) 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.</p> <p>6. NPDC reserves the right to demand the replacement of any deployed personnel of the Service Provider who shall be found</p>	
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	lacking in discipline, inefficient, negligent, and other justifiable causes.	
IX.	BILLINGS AND PAYMENTS	
	<p>1. The Security Service Provider shall be paid on a monthly basis. The Committee requires the Security Service Provider to submit its billing statement on or before the 10th day of each succeeding month. However, EVERY LAST MONTH OF THE QUARTER (e.g. March, June, September, and December), the Security Service Provider shall be paid twice a month, in two installments, (e.g. 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every 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. Further, failure to submit the billing statement on time will result in delayed payment. The Security Service Provider shall wait for the next Notice of Cash Allocation (NCA) cycle for that particular billing period as NCA is given every quarter. As such, NPDC has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds.</p> <p>2. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;</p> <ol style="list-style-type: none"> Copy of Notice of Award (Initial Payment); Copy of Notice to Proceed (Initial Payment); Duly Signed Contract (Initial Payment); Service Provider's bill (semi-monthly basis of billing statement); Accomplishment Report; 	

	<ul style="list-style-type: none"> 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 deemed necessary depending on the nature of the transaction <p>2. Claim for unbilled charges and all other similar expenses</p> <ul style="list-style-type: none"> a. The Security Service Provider shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and b. Failure of the Security Service Provider to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law. 	
	<p>PENALTIES</p> <p>1. VIOLATIONS/OFFENSES</p> <p>In cases of violations/offenses of the Security Service Provider, including all its deployed personnel, on park rules and regulation, listed below are the following corresponding penalties.</p> <ul style="list-style-type: none"> a. First Offense: Written notice to the Security Service Provider requiring a documented explanation and action plan to prevent occurrence of the same violation/offense. b. Second Offense: For a subsequent violation/offense after the first, payable damages shall be imposed by the NPDC to the Security Service Provider for the second offense equivalent to 0.5% of the monthly contract price for the month 	

	<p>where the violation/offense was committed.</p> <p>c. Third Offense: Termination of Contract and Automatic Disqualification from bidding for any procurement contract with any procuring entity for a period of one (1) year upon receipt of Blacklisting Order</p> <p>The NPDC shall deduct the amount of such payable damages from any money due the Security Service Provider under the contract or any such contract between NPDC and the Security Service Provider.</p> <p>2. TERMINATION OF CONTRACT</p> <p>a. At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days written notice which shall be final and binding upon the Security Service Provider</p> <p>b. Material breach of contract by the Security Service Provider shall be ground for termination of contract, such as when either of the following exists:</p> <p>i. The Security Service Provider has incurred a cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.</p> <p>ii. The Security Service Provider has incurred two (2) consecutive performance assessment ratings of below SATISFACTORY (84.99 and below) within the effective period of the contract.</p> <p>c. Violation of the Security Service Provider of any material terms and conditions of the Contract</p> <p>d. Labor disputes/strike of the Security Service Provider's personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract</p>	
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	<p>e. Assignment or any form of conveyance by the Security Service Provider of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.</p>	
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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) 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**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

- ☐ (g) 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

- ☐ (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Appendix 1 - Terms of Reference

TERMS OF REFERENCE

PROVISION OF SECURITY SERVICES FOR FY 2024

I. OBJECTIVES

The **National Parks Development Committee (NPDC)** is the government agency tasked to develop, preserve and manage Rizal Park Luneta 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 Luneta 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** has invited 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.

II. SERVICE PROVIDER QUALIFICATIONS

1. Adherence to Labor Laws and Guidelines

The **Security Service Provider** shall provide adequate evidence of adherence to Labor Laws and Guidelines, which may include, but is not limited to, the following:

- 1.1. A sworn 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**.
- 1.2. A sworn undertaking that the **Security Service Provider** shall be held liable for damages or loss incurred by any Security Personnel during their work.

- 1.3. A sworn undertaking that the **Security Service Provider** shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF.
- 1.4. A sworn undertaking that the **Security Service Provider** no pending labor standard violation case/s issued by the NLRC and DOLE.
- 1.5. A sworn 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**
- 1.6. A sworn undertaking that the **Security Service Provider** shall follow all the rules and regulations required by DOLE.
- 1.7. The **Security Service Provider** must be 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 2023 (January to September 2023).
- 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, 2023 and Certified True Copy of the Regular (not provisional) License to Operate a Private Security Agency issued by the PNP-SAGSD.
- 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.
- 1.10. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
- 1.11. Must be based in the Greater Manila Area.
- 1.12. An appropriate ISO Certification is preferred.
- 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 Service Provider's** president or human resources head.
- 1.14. The **Security Service Provider's** key management personnel must be a degree holder and must possess any of the following qualifications:
 - a. Possess military or law enforcement experience, or
 - b. Security management experience with at least five (5) years in security administration and operation.

- 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.
- 1.16. Must have no pending labor case/s at the time of bidding. Proof of such is required in the form of a latest certification from each of the following agency:
 - 1.16.1 Department of Labor and Employment (DOLE); and
 - 1.16.2 National Labor Relations Commission (NLRC)
 - 1.16.3 Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA)

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 security guards on duty (post and roving) deployed to **NPDC** premises. 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 ongoing/previous contract with **NPDC**, the **Security Service Provider** shall submit the **NPDC**

- Performance Rating of at least Very Satisfactory duly certified by the Agency for the latest year of contract.
- 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.

III. 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, accountability 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. Provided, that occurrence of at least two (2) incidents as defined in this contract shall be reflected in the performance evaluation of the **Security Service Provider** and shall be a sufficient ground for termination of the contract. Provided, further, that the **Security Service Provider** shall be subject to blacklisting for one (1) calendar year at the option of the **NPDC**.
- 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** is also expected to rigorously uphold a non-discrimination policy and place paramount importance on extending the highest level of respect and courtesy to all park visitors, with particular attention to indigent individuals.
- 1.5. 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** and to the security personnel deployed.

- 1.6. 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.
- 1.7. The **Security Service Provider** shall provide accident insurance for both security 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 **Security Service Provider**. For motor vehicles, fuel, oil & lubricants including replacement of parts shall also be under the account of the **Security Service Provider**.

2.1.1.2. The **Security 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:

- One (1) unit base radio (complete with all necessary hardware and installation) with one (1) unit repeater system that can adequately cover the area of responsibility
- 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
- one (1) e-tricycle (brand new; capacity of 4-6 persons)
- 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 the following security operational devices and equipment:

- 22 units of serviceable licensed firearms with full rounds of ammunition each
- 45 units of serviceable pepper sprays (for all deployed male and female security guards on post)
- 10 units of serviceable stun gun
- 15 units of counter tally device
- 10 units of megaphone
- 5 units of under chassis mirrors
- 30 units of visitor's tag

The stated items above will be used as security operational devices and 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 Service Provider**. The allocation of the firearms and other equipment will be rotated across the two (2) daily shifts.

- 2.1.1.7. The **Security Service Provider** shall immediately provide additional security operational equipment when the need arises. Also, the security must replace the defective operational equipment before pulling it out for repair.
- 2.1.1.8. Other operational security devices and equipment may be demanded by the **NPDC** for the efficient and effective safeguarding of the NPDC premises.
- 2.1.2. The **Security Service Provider** shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated or as may be required by duly recognized authorities, and other such protection 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 security personnel by providing Personal Protective Equipment (PPE) such as but not limited to hardhats, safety shoes, rubber boots, raincoats, gloves and emergency preparedness bags or commonly known as “go bags”.
- 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. A sworn commitment/undertaking to provide the prescribed and complete uniform of security personnel per requirement of **NPDC** must be provided. The **Security Service Provider** shall prepare all the necessary documents to secure a special permit from PNP-SOSIA to wear the **NPDC**-prescribed uniform upon the start of the contract. This special set of uniforms must be implemented within the first quarter of the fiscal year. All costs incurred for the preparation, approval and implementation of the **NPDC**-prescribed uniform, such as but not limited to sample uniform sets, shall be shouldered by the **Security Service Provider**. 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.

For **Security Service Provider** that has an ongoing/previous contract with **NPDC**, the **Security Service Provider** shall submit a copy of the approved Special Permit from PNP-SOSIA to wear the **NPDC**-prescribed uniform.

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 the NPDC Park 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 Park Operations Division.

3.3. The **Security Service Provider** must submit to NPDC within five (5) calendar days of every month a sworn 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 NPDC Park 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.
- 3.7. The **Security Service Provider** shall require all security personnel on post to properly log/ record the daily activities, movements, events, unusual observations, and occurrences within the NPDC premises. The NPDC shall have access to the logbooks whenever required and necessary. Likewise, all records and logbooks shall be turned over to NPDC Management at the end of contract.
 - 3.8. The **Security Service Provider** shall provide to NPDC Park Operations Division a copy of their Manual of Recruitment & Selection Criteria and Internal Disciplinary Guidelines, Procedure & Protocol.
 - 3.9. The **Security Service Provider** shall meet with the NPDC Park Operations Division every month for discussion and assessment of their performance.
 - 3.10. In the event of an incident, the **Security Service Provider** shall meet with the NPDC Park Operations Division through the Detachment Commander to review the findings and to present an action plan to prevent recurrence of the incident.

4. **Supervision**

- 4.1. The **Security Service Provider** shall assign a supervisory/inspectorate team who shall oversee and check the performance of security personnel any time of the day or night to ensure that they are performing their duties and responsibilities and not committing any prejudicial act/s against the interest of the **NPDC** through coordination with NPDC Management. For this purpose, the **Security Service Provider's** authorized representative shall conduct regular inspection and submit a report to the NPDC Park Operations Division regarding the result and status of the conducted inspection activity in NPDC premises.
- 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.

IV. **COMPLEMENT**

1. **one (1)** Detachment Commander
2. **two (2)** Assistant Detachment Commanders/Security-in-charge
3. **forty-five (45)** security guards, and
4. **four (4)** CCTV Operators

POST	TIME OF DUTY	MAN HOURS
Detachment Commander	07:00H – 19:00H	12 (1)

Shift-in-charge	07:00H - 19:00H	12 (1)
	19:00H - 07:00H	12 (1)
NPDC Office at Former Planetarium Building	07:00H - 19:00H	12 (1)
	19:00H - 07:00H	12 (1)
CCTV Command Center	07:00H - 19:00H	24 (2)
	19:00H - 07:00H	24 (2)
Rizal Park	07:00H - 19:00H	252 (21)
	19:00H - 07:00H	240 (20)
Paco Park	07:00H - 19:00H	12 (1)
	19:00H - 07:00H	12 (1)

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.

V. SCOPE OF SERVICE

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:
 - 2.1. **one (1)** Detachment Commander,
 - 2.2. **two (2)** Assistant Detachment Commanders/Security-in-charge,
 - 2.3. **forty-five (45)** 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, as mandated or as may be required.
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 NPDC Park Operations Division 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) and, 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. The **Security Service Provider** shall provide a schedule for the implementation of the aforementioned activities for the consideration and reference of the **NPDC**.
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 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 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 passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC;
- 1.10. Have a minimum height of 5'6";
- 1.11. With good customer care service knowledge/skills
- 1.12. Have good report preparation skills;
- 1.13. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;
- 1.14. Be good in oral and written English communication;
- 1.15. Not over fifty (50) years old; and

1.16. 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. With good customer care service knowledge/skills
- 2.7. Of good moral character and reputation, courteous, alert, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;
- 2.8. Have good report preparation skills;
- 2.9. Be good in oral and written English communication;
- 2.10. Have undergone trainings in the following:
 - 2.10.1. Anti-Terrorism,
 - 2.10.2. Basics of Safety/ Fire Prevention,
 - 2.10.3. First Aid Course, and
 - 2.10.4. Self-Defense;
- 2.11. 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;
- 2.12. Not over fifty (50) years old;
- 2.13. Possess a valid security license as of bidding date and during his tour of duty;
- 2.14. 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;
- 2.15. Have passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC; and
- 2.16. 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. With good customer care service knowledge/skills;
- 3.7. Of good moral character and reputation, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;
- 3.8. Be knowledgeable in report preparation;
- 3.9. Good in oral and written English communication;
- 3.10. Have undergone at least two (2) trainings in Security Services;
- 3.11. Have at least one (1) year experience as a security guard;
- 3.12. Twenty-one (21) to fifty (50) years old;
- 3.13. Have undergone pre-licensing training course;
- 3.14. Possess a valid security license during the projected deployment to the NPDC;
- 3.15. 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;
- 3.16. Have passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC; and
- 3.17. 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;
- 4.4. Be computer literate;
- 4.5. Preferably have completed two years of college;
- 4.6. Be reliable, honest, and courteous;
- 4.7. With good customer care service knowledge/skills
- 4.8. Of good moral character and reputation, and is free from any current or ongoing criminal investigations or issues related to moral turpitude;
- 4.9. Be knowledgeable in report preparation;
- 4.10. Good in oral and written English communication;

- 4.11. Have undergone at least two (2) trainings in Security Services;
- 4.12. 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;
- 4.13. Have undergone pre-licensing training course;
- 4.14. Possess a valid security license during the projected deployment to the NPDC;
- 4.15. 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;
- 4.16. Have passed internal Physical Fitness Test care of NPDC through other government agencies like National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP) or other agencies during their deployment to NPDC; and
- 4.17. 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 occurs 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 reports and monthly reports to the NPDC Park 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. Assess and evaluate the current security status of operations, and submit its observations and recommendations quarterly.
- 1.13. 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 Park Operations Division.
- 1.14. Responsible for ensuring that communications equipment and firearms deployed to NPDC are serviceable. Must submit monthly reports on the vehicles, communications equipment and firearms status to the NPDC Park Operations Division.
- 1.15. 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:
 - a. 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. Assess and evaluate the current security status of operations, and submit its observations and recommendations quarterly with the Detachment Commander
- 2.12. Be respectful and courteous in interacting with people.
- 2.13. Prepare accurate and timely monthly reports to the NPDC Park 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 tags 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 vehicle requisition slip 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 Service Provider** or NPDC.
- 3.16. Shall enforce compliance of health protocols for all employees, park visitors, clients in line with IATF guidelines and LGU ordinance, as mandated or as may be required.
- 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 guards who are assigned in the areas immediately to remind vendors from violating the IRR of the Park Trading Policy.
- 4.3. Upon monitoring of CCTV, advise the 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 a report to the Security Detachment Commander, copy furnished NPDC Park Operations Division, Planning and Management Division and Office of the Executive Director, describing what has transpired during its monitoring within 12 hours.
- 4.7. Submit a report immediately to the Security Detachment Commander, copy furnished NPDC Park Operations Division and Office of the Executive Director, within five (5) minutes of any incident. If not acted upon, the **Security Service Provider** shall immediately replace CCTV Operators.
- 4.8. Report equipment failure to the CCTV technician/Research and Management Information Systems Section of NPDC Planning and Management Division immediately and view blockage to the NPDC Park Operations Division to maximize operation and reliability 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 assessment in accordance with the Service Level Agreement that will be agreed upon with NPDC at the start of the contract. The results of this monthly performance assessment will be required as an attachment for the billing.
3. The **Security Service Provider** is required to obtain a monthly rating of at least VERY SATISFACTORY (92.50 and above), based on the service level agreement. The monthly performance assessment shall be based on the compliance to the performance requirements set by NPDC using a prescribed monitoring tool (attached as an Annex) which shall include but may not be limited to the following criteria:
 - 3.1. Compliance to contract technical requirement
 - 3.1.1. Observance to labor laws and regulation
 - 3.1.2. Completeness and provision of tools, equipment, vehicles, PPEs and other materials
 - 3.2. Quality of Work
 - 3.2.1. Scope of Services
 - 3.2.2. Response Time
 - 3.2.3. Technical Reports
 - 3.3. Customer Service which includes courtesy, decorum, attitude and professionalism
4. If the **Security Service Provider** fails to obtain a rating of at least VERY SATISFACTORY (92.50 and above) this shall be considered as breach of obligation under contract and grounds 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 VERY SATISFACTORY (92.49 and below) 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. The **Security Service Provider** shall be paid on a monthly basis. The Committee requires the **Security Service Provider** to submit its billing statement on or before the 10th day of each succeeding month. However, EVERY LAST MONTH OF THE QUARTER (eg. , March, June, September, and December), the **Security Service Provider** shall be paid twice a month, in two installments, (eg. 1st-15th day that shall be submitted every 20th day of the month and 16th-30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account Submitted by the Service Provider. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every 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. Further, failure to submit the billing statement on time will result in delayed payment. The **Security Service Provider** shall wait for the next Notice of Cash Allocation (NCA) cycle for that particular billing period as NCA is given every quarter. As such, NPDC has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds.
2. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;
 - 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 deemed necessary depending on the nature of the transaction
3. Claim for unbilled charges and all other similar expenses
 - a. The **Security Service Provider** shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and
 - b. Failure of the **Security Service Provider** to manifest in writing the aforementioned claims in the immediately preceding paragraph will

result in the waiver thereof, without prejudice to all other remedies provided for by law.

X. PENALTIES

1. VIOLATIONS/OFFENSES

In cases of violations/offenses of the **Security Service Provider**, including all its deployed personnel, on park rules and regulation, listed below are the following corresponding penalties.

- a. **First Offense:** Written notice to the **Security Service Provider** requiring a documented explanation and action plan to prevent occurrence of the same violation/offense.
- b. **Second Offense:** For a subsequent violation/offense after the first, payable damages shall be imposed by the **NPDC** to the **Security Service Provider** for the second offense equivalent to 0.5% of the monthly contract price for the month where the violation/offense was committed.
- c. **Third Offense:** Termination of Contract and Automatic Disqualification from bidding for any procurement contract with any procuring entity for a period of one (1) year upon receipt of Blacklisting Order

The **NPDC** shall deduct the amount of such payable damages from any money due the **Security Service Provider** under the contract or any such contract between **NPDC** and the **Security Service Provider**.

2. TERMINATION OF CONTRACT

- a. At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days written notice which shall be final and binding upon the **Security Service Provider**
- b. Material breach of contract by the **Security Service Provider** shall be ground for termination of contract, such as when either of the following exists:
 - i. The **Security Service Provider** has incurred a cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.
 - ii. The **Security Service Provider** has incurred two (2) consecutive performance assessment ratings of below SATISFACTORY (84.99 and below) within the effective period of the contract.
- b. Violation of the **Security Service Provider** of any material terms and conditions of the Contract

- c. Labor disputes/strike of the **Security Service Provider's** personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract
- d. Assignment or any form of conveyance by the **Security Service Provider** of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.

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Executive Director III

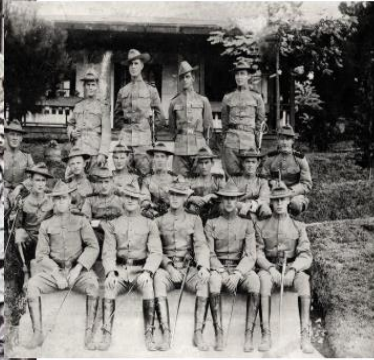
ANNEX A:

PROVISION OF SECURITY SERVICES									
SUMMARY OF SERVICE LEVEL AGREEMENT (SLA) MONITORING TOOL RESULTS									
			Service Provider:						
			Evaluation Period:						
			Location:						
PARTICULARS						WEIGHT	RATING		
I. COMPLIANCE									
A. Observance to Labor Laws and Regulation						5%			
B. Completeness and Provision of Tools, Equipment, Vehicles, PPEs and other Materials						10%			
II. QUALITY OF WORK									
A. Scope of Services						45%			
B. Response Time						10%			
C. Technical Reports						5%			
III. CUSTOMER SURVEY RATING						25%			
FINAL RATING									
RATING GUIDE:									
• 100.00 : "Excellent"									
• 92.50 - 99.99 : "Very Satisfactory"									
• 92.49 - 85.00 : "Satisfactory"									
• 84.99 - 67.50 : "Needs Improvement"									
• 67.49 - 50.00 : "Poor"									

ANNEX B:

NPDC-Prescribed Uniform

Historical - Philippine Constabulary

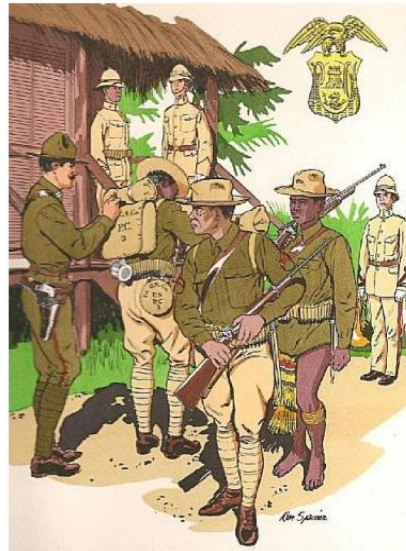
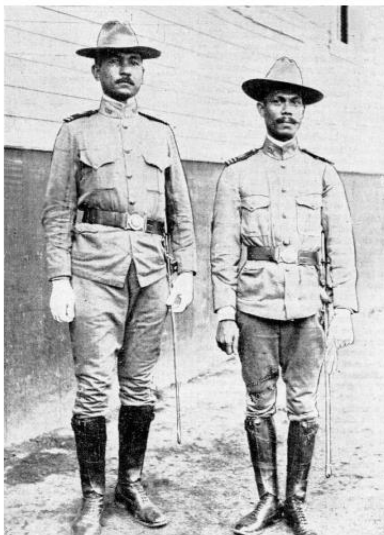


-Philippine Constabulary replaced the Spanish Guardia Civil during the American period

- Rizal Park was developed during the American period

- Previous guards in Rizal Park also had khaki uniforms inspired by Philippine Constabulary

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