



Bidding Documents for

# **Rebidding for Provision of Security Services for FY 2025**

NPDC-2024-EPA-ITB-009

**(Early Procurement Activity)**

**2024**

# 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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**Technical Specifications**

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**Technical Specifications / Scope of Work**

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**Statement of Compliance**

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

**35**

## ***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**  
**Rebidding for Provision of Security Services for FY 2025**  
NPDC-2024-EPA-ITB-009

1. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** through the National Expenditure Program (NEP) of 2025 intends to apply the sum of **Thirty-Nine Million Three Hundred Thirty-Six Thousand Four Hundred Thirty-Three Pesos and 44/100 Pesos Only (Php 39,336,433.44)** being the ABC to payments under the contract for **Rebidding for Provision of Security Services for FY 2025 / NPDC-2024-EPA-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 the Early Procurement Activity (EPA) of the above Procurement Project. Delivery of the Goods is required within **365 calendar days** upon receipt of the Notice to Proceed (NTP). The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. All values indicated on the cost breakdown must be rounded off to two decimal places including the total bid offer.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Prospective Bidders may obtain further information from **National Parks Development Committee** and inspect the Bidding Documents at the address given below during **weekdays from 8:00 AM to 5:00 PM**.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **02 December 2024** 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 (PhP 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
7. The National Parks Development Committee will hold a Pre-Bid Conference on **Tuesday, 10 December 2024, 9:30 AM** at **The Gallery, Rizal Park Luneta, Ermita, Manila** which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **Monday, 23 December 2024, 9:00 AM at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be **Monday, 23 December 2024, 9:30 AM** at the **The Gallery, Rizal Park Luneta, Ermita, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. Bids shall be prepared in one (1) original and five (5) 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.
12. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
  - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or

- b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules
13. The **National Parks Development Committee** reserves the right to reject 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.
14. For further information, please refer to:  
**BEO RAVEN V. BENSURTO**  
NPDC-BAC Secretariat  
National Parks Development Committee  
**NPDC Office, Padre Burgos St., Ermita, Manila**  
8880-4895  
[bac@npdc.gov.ph](mailto:bac@npdc.gov.ph) / [bvbensurto@npdc.gov.ph](mailto:bvbensurto@npdc.gov.ph)
15. You may visit the following websites for downloading of Bidding Documents: [www.npdc.gov.ph](http://www.npdc.gov.ph) / <https://www.philgeps.gov.ph>

02 December 2024

(Sgd.)  
**FLORIZZA P. BUCLATIN**  
NPDC BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **National Parks Development Committee** wishes to receive Bids for the **Rebidding for Provision of Security Services for FY 2025** with identification number **NPDC-2024-EPA-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 **2025** in the amount of **Thirty-Nine Million Three Hundred Thirty-Six Thousand Four Hundred Thirty-Three Pesos and 44/100 Pesos Only (Php 39,336,433.44)**.

2.2. The source of funding is:

a. NEP, the National Expenditure Program of 2025

## 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 exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. 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.
  - 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 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 **BDS**.

### 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 Declaration<sup>1</sup> 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 (120) Calendar Days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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<sup>1</sup> 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.

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:
- Option 1 - 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, 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**.
- 21.2. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Provision of Security Services</li> </ul> Completed within five (5) years upon submission of the bid
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PhP 786,728.67</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>PhP 1,966,821.67</b> if bid security is in Surety Bond.</li> </ul>
15	<p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID"</p> <p>All envelopes shall contain the name of the contract to be bid in capital letters  <b>REBIDDING FOR PROVISION OF SECURITY SERVICES FOR FY 2025</b>            bear the name and address of the Bidder in capital letters; be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1  <b>FLORIZZA P. BUCLATIN</b>  <b>BAC CHAIRPERSON</b>  <b>NATIONAL PARKS DEVELOPMENT COMMITTEE</b>  <b>P. BURGOS AVE, RIZAL PARK, ERMITA, MANILA</b>            bear the specific identification of this bidding process indicated in the ITB Clause 1:  <b>NPDC-2024-EPA-ITB-009</b>            bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids  <b>DO NOT OPEN BEFORE 23 December 2024 9:30 AM</b></p>
19.3	Not applicable.
20.1	<ol style="list-style-type: none"> <li>1. If sole proprietorship, DTI Registration certified by DTI; If partnership, SEC Certification of Registration and Articles of Partnership, and List of</li> </ol>

	<p>Partners; If corporation, SEC Certification of Registration and Articles of Incorporation; If joint venture, copy of Joint Venture Agreement certified by SEC; and, if cooperative, Certificate of Registration with the Cooperative Development Authority and Copy of Articles of Cooperation;</p> <ol style="list-style-type: none"> <li>2. Copy of the Bidder's Current Business license and permit certified by the issuing office;</li> <li>3. BIR Registration Certificate and valid BIR Tax Clearance;</li> <li>4. Certification from the Company's President or Human Resources Head that the Bidder have at least 300 active (i.e. dispatched) security personnel at the time of bidding;</li> <li>5. Certificate of membership/registration from Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) not earlier than 01 June 2024;</li> <li>6. Certified True Copy of Regular (not provisional) License to Operate a Private Security Agency issued by PNP-SOSIA;</li> <li>7. Proof that the Main Office is based in the Greater Manila Area;</li> <li>8. A sworn undertaking on the following: <ol style="list-style-type: none"> <li>A. 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;</li> <li>B. Complying with the labor laws to be submitted together with their monthly billing statement;</li> <li>C. Be held liable for damages or loss incurred by any Security Personnel during their work;</li> <li>D. Directly remit monthly the correct employer's share and employer's contribution to the Social Security System (SSS), Philippine Health Insurance Company (PHIC), Home Development and Mutual Funds (HDMF);</li> <li>E. No convicted labor standard violation case/s (case decided with finality involving violations of labor standards and labor relations) issued by the NLRC, DOLE and PNP-SOSIA for this</li> </ol> </li> </ol>
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	<p>calendar year 2024. Provided, however, that the Service Provider shall likewise apprise the NPDC of all its pending cases before the aforementioned authorities.</p> <p>F. Expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Bidder;</p> <p>9. Proof that the organizational structure should follow the Organizational Structure of Private Security Agencies of RA 11917 (The Private Security Services Industry Act) and other relevant laws;</p> <p>10. Appropriate ISO 9001:2015 Quality Management System Certification is preferred. This is not a required document or qualification but this will be a deciding factor in case of tie-breaker as the NPDC is an ISO-certified government agency;</p> <p>11. Proof that the key management personnel must be a degree holder and must possess any of the following qualifications:</p> <ul style="list-style-type: none"> <li>a. Possess military or law enforcement experience, or</li> <li>b. Security management experience with at least five (5) years in security administration and operation;</li> </ul> <p>12. Proof of Inventory of 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;</p> <p>13. Proof of Inventory that the bidder is able to provide serialized serviceable 2-way handheld radios for all male and female guards deployed to NPDC, and a base radio system with a repeater antenna that can adequately cover the area of responsibility for deployment to NPDC;</p> <p>14. Proof of inventory that the bidder is 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;</p> <p>15. Must present a Client Satisfaction Rating of at least Satisfactory or better from at least three (3) government agencies, 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>
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	<p>For bidders that has an ongoing contract (FY 2024) with NPDC, the Security Service Provider shall submit the NPDC Performance Rating of at least Satisfactory (85.00 or higher) for the outstanding monthly average on the latest year of the contract duly certified by the Agency.</p> <p>16. Proof that the bidder has rendered security services to a publicly-open private or public facility with at least thirty (30) guards deployed.</p> <p>17. Proof that the 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>
21.2	Not applicable.

## ***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. 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**

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.
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>Scope of Contract are detailed in the Attached Terms of Reference.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is</p> <p style="text-align: center;"><b>Justin C. Policarpio</b> Park Operations Superintendent II Park Operations Division.</p> <p>Incidental Services - The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <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>
2	<p>Payment Terms:</p> <ol style="list-style-type: none"> <li>1. The <b>Security Service Provider</b> shall be paid every month. The Committee requires the <b>Security Service Provider</b> to submit its billing statement on or before the 10<sup>th</sup> day of each succeeding month. However, EVERY LAST MONTH OF THE QUARTER (e.g., March, June, September, and December), the <b>SECURITY SERVICE PROVIDER</b> shall be paid twice a month, in two installments, (eg. the 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 &amp; accessories, communication equipment, 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 <b>Security Service Provider</b> 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 the option to pay the service provider next NCA Cycle/Quarter or subject to the availability of funds.</li> <li>2. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing; <ol style="list-style-type: none"> <li>a. Copy of Notice of Award (Initial Payment);</li> <li>b. Copy of Notice to Proceed (Initial Payment);</li> <li>c. Duly Signed Contract (Initial Payment);</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>d. Service Provider's bill (semi-monthly basis of billing statement);</li> <li>e. Accomplishment Report;</li> <li>f. Daily Time Record;</li> <li>g. Summary Sheet;</li> <li>h. Certification of payment to employees of the service providers;</li> <li>i. Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher;</li> <li>j. Result of survey ratings</li> <li>k. Other documents as deemed necessary depending on the nature of the transaction</li> </ul> <p>3. Claim for unbilled charges and all other similar expenses</p> <ul style="list-style-type: none"> <li>a. The 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</li> <li>b. Failure of the 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.</li> </ul>
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## 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	Unit	Delivered, Weeks/Months
I.	Provision of Professional Security Personnel	Quantity of items are specified and detailed in the Attached Terms of Reference	N/A	<b>365 calendar days</b> upon the receipt of the Notice to Proceed (NTP)
II.	Provision of Resources			
III.	Provision of Security Services (Detailed in the Attached Terms of Reference)			

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

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**NAME OF BIDDER**

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**SIGNATURE**

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**DATE**



## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1.	Provision of Professional Security Personnel (Detailed in the Attached Terms of Reference)	

2.	Provision of Resources (Detailed in the Attached Terms of Reference)	
3.	Provision of Security Services (Detailed in the Attached Terms of Reference)	

## ***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.

## **ANNEX A - TERMS OF REFERENCE REBIDDING FOR THE PROVISION OF SECURITY SERVICES FOR FY 2025**

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### **I. OBJECTIVES**

The National Parks Development Committee (NPDC) is a national 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 service provider that can provide professional security personnel to secure the safety and protection 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 is inviting interested, qualified, and reputable security service providers to submit bids in accordance with this Terms of Reference (TOR) for the provision of 24-hour security services on a daily basis, including Saturdays, Sundays, and Holidays.

### **II. SERVICE PROVIDER QUALIFICATIONS**

#### **1. Minimum/Basic Qualifications of the Security Service Provider**

The **Security Service Provider** shall have the following minimum/basic qualifications:

- 1.1. Must have a valid PhilGEPS Registration Certificate (Platinum Membership)
- 1.2. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA)
- 1.3. 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.
- 1.4. 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-SOSIA and other statutory requirements. Proof of such is required in the form of a PADPAO certificate of membership/registration not earlier than 01 June 2024 and a Certified True Copy of the Regular (not provisional) License to Operate a Private Security Agency issued by the PNP-SOSIA.
- 1.5. Main Office must be based in the Greater Manila Area

#### **2. 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:

- 2.1. 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.
- 2.2. A sworn undertaking that the **Security Service Provider** shall be held liable for damages or loss incurred by any Security Personnel during their work.
- 2.3. A sworn undertaking that the **Security Service Provider** shall directly remit monthly the correct employer's share and employer's contribution to the Social Security System (SSS), Philippine Health Insurance Company (PHIC), Home Development and Mutual Funds (HDMF).
- 2.4. A sworn undertaking that the **Security Service Provider** no convicted labor standard violation case/s (case decided with finality involving violations of labor standards and labor relations) issued by the NLRC, DOLE and PNP-SOSIA for this calendar year 2024. Provided, however, that the Service Provider shall likewise apprise the NPDC of all its pending cases before the aforementioned authorities.
- 2.5. 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**.
- 2.6. A sworn undertaking that the **Security Service Provider** shall follow all the rules and regulations required by DOLE.
- 2.7. 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 January 2024 to July 2024.
- 2.8. The **Security Service Provider's** organizational structure should be in compliance with the Organizational Structure of Private Security Agencies of RA 11917 (The Private Security Services Industry Act) and other relevant laws.
- 2.9. An appropriate ISO 9001:2015 Quality Management System Certification is preferred. This is not a required document or qualification but this will be a deciding factor in case of tie-breaker as the NPDC is an ISO-certified government agency.
- 2.10. 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.
- 2.11. 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.



### **3. Availability of Equipment**

- 3.1. 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 an inventory of firearms, subject to actual inspection during post-qualification
- 3.2. 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 a base radio system with a 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
- 3.3. 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 vehicles, subject to actual inspection during post-qualification

### **4. Evidence of good performance on prior engagements**

- 4.1. Must present a Client Satisfaction Rating of at least Satisfactory or better from at least three (3) government agencies, private corporations, or with whom the contractor has a past or ongoing contract within the last three years with at least thirty (30) guards deployed. For **Security Service Provider** that has an ongoing contract (FY 2024) with NPDC, the **Security Service Provider** shall submit the NPDC Performance Rating of at least Satisfactory (85.00 or higher) for the outstanding monthly average on the latest year of the contract duly certified by the Agency.
- 4.2. The **Security Service Provider** has rendered security services to a publicly-open private or public facility with at least thirty (30) guards deployed.
- 4.3. Liquidity. The 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 losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, partners, and visitors

which are directly attributable to the negligence, fault, unlawful act, or misconduct of the **Security Service Provider's** personnel. Provided that the 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 the security personnel deployed.
- 1.6. The **Security Service Provider** shall undertake responsibility concerning life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, and 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 the **Security Service Provider** for deployment at NPDC upon the start of contract
  - 2.1.1. Vehicles and Equipment
    - 2.1.1.1. The equipment, tools, and consumables to be used in delivering 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 cancelled 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 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:

2.1.1.4.1. 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

2.1.1.4.2. thirty (30) handheld radios with chargers

2.1.1.4.3. ten (10) megaphones

The stated items above will be used as communication equipment for deployed male and female security guards throughout 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 vehicle and accessories:

2.1.1.5.1. one (1) unit 4-wheel patrol vehicle with engine displacement equivalent to or larger than 1.3 liters and not older than three (3) years at the time of bidding

2.1.1.5.2. one (1) emergency vehicle equipped with stretcher, spine board, neck collar, portable oxygen tank, blood pressure apparatus, wheelchair, and first-aid kit

2.1.1.5.3. two (2) e-tricycle (brand new; capacity of 4-6 persons)

2.1.1.5.4. fifteen (15) units of 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:

2.1.1.6.1. twenty-seven (27) units of serviceable licensed firearms with full rounds of ammunition each

- 2.1.1.6.2. fifty-five (55) units of serviceable pepper sprays (for all deployed male and female security guards on post)
- 2.1.1.6.3. ten (10) units of serviceable stun guns
- 2.1.1.6.4. fifteen (15) units of counter tally devices
- 2.1.1.6.5. ten (10) units of handheld metal detectors
- 2.1.1.6.6. ten (10) units of megaphones
- 2.1.1.6.7. ten (10) units of under-chassis mirrors
- 2.1.1.6.8. five (5) units steel handheld signal "Stop & Go" (back to back)
- 2.1.1.6.9. five (5) units rectangular gazebo fabric tent (300cm x 300cm; dark gray/gray-beige colored)
- 2.1.1.6.10. forty (40) units of visitor's tag

The items stated above will be used as security operational devices and equipment of deployed male and female security guards throughout 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 National-wide Public Health Safety Protection as mandated or as may be required by duly recognized authorities, and other such protection by their personnel to perform their functions safely and effectively.
- 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 commonly known as "go bags".
- 2.1.4. The **Security Service Provider** must provide the employees assigned to NPDC with NPDC-prescribed uniforms and visible identification badges to the security guards. A sworn commitment/undertaking to provide the prescribed and complete uniform of security personnel per the 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 A. 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 contract (FY 2024) 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 **Security Service Provider's** personnel, tools, equipment, and vehicles. The **Security Service Provider** shall be responsible for equipping and maintaining cleanliness and orderliness of the space as appropriate. Likewise, all security personnel within the premises should look presentable and professional at all times.

**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 the Notice of Proceed 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 by 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 the 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 upon signing of the contract.
- 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 the 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 at 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 inspections and submit a report to the NPDC Park Operations Division regarding the result and status of the conducted inspection activity on 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 questions that may arise as to the quality or acceptability of the services rendered, and require immediate corrective action.

## IV. **COMPLEMENT**

## 1. Manpower

**Sixty-two (62)** professional security personnel composed of the following manpower posting:

- 1.1. one (1) Detachment Commander
- 1.2. two (2) Assistant Detachment Commanders/Security-in-Charge (SIC)
- 1.3. fifty-five (55) security guards, and
- 1.4. four (4) CCTV Operators

POST	TIME OF DUTY	MAN HOURS
Detachment Commander	07:00H - 19:00H	12 (1)
Assistant Detachment Commander/Shift-in-Charge	07:00H - 19:00H	12 (1)
	19:00H - 07:00H	12 (1)
NPDC Offices at Former Planetarium Building	07:00H - 19:00H	12 (1)
	19:00H - 07:00H	12 (1)
NPDC Executive Office	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 Luneta	07:00H - 19:00H	288 (24)
	19:00H - 07:00H	276 (23)
Paco Park	07:00H - 19:00H	24 (2)
	19:00H - 07:00H	24 (2)

## 2. On Gender Equality Goals and Outcome

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. The proposed partnership, as a commitment to create accessibility of women to job opportunities, is to attain a complement of at least 44 male and 18 female security guards, a ratio of 3 is to 10, or 3 female guards for every 10 male guards, who will protect and ensure the safety of all park-goers, irrespective of their gender identity or orientation, age, or any other factors. The guards will be responsible for preventing potential harm, discrimination, harassment, or any similar incidents within the park premises.

## 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 by the NPDC schedule of posting of male and female guards:
  - a. one (1) Detachment Commander,
  - b. two (2) Assistant Detachment Commanders/Security-in-charge,
  - c. fifty-five (55) security guards, and
  - d. four (4) CCTV Operators;

In no case shall the deployed guards render more than 12 hours of duty in 24 hours, unless authorized by the Executive Director of NPDC. Any unauthorized service rendered beyond the 12-hour limit shall be disallowed and not subject to compensation.
3. The **Security Service Provider** shall station, by 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 with health protocols for all employees, park visitors, and 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 the incident. All documentation and necessary written reports about 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 emergencies, such as providing Personal Protective Equipment (PPE), without any additional cost to NPDC.
9. The **Security Service Provider** shall initiate the conduct of regular quarterly drills (earthquake, fire, crowd control, and active shooter) and other skill-building programs on security and crisis management, first aid, radio communications, gender sensitivity training, 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 losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, partners, and visitors that 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 the Annual Physical Examination conducted within six (6) months before 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 Basic Security Supervisory/Security Officer Course, and
  - 1.4.2. Certificate of Certified Security and Safety Practitioner or Certificate of Certified Security Professional;
- 1.5. Have undergone training 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 the 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 before the projected deployment to NPDC;
- 1.9. Have passed the internal Physical Fitness Test care of NPDC through other government agencies like the National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP), or other agencies during their deployment to NPDC, if applicable;
- 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 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 the Annual Physical Examination conducted within six (6) months before 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 for Basic Security Supervisory/Security Officer Course, and
  - 2.4.2. Certificate of Certified Security and Safety Practitioner or Certificate of Certified Security Professional;
- 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 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 training 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 the 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 before the projected deployment to NPDC;
- 2.15. Have passed the internal Physical Fitness Test of NPDC through other government agencies like the National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP), or other agencies during their deployment to NPDC, if applicable; 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 the Annual Physical Examination conducted within six (6) months before 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) training in Security Services;
- 3.11. Have at least one (1) year of experience as a security guard;
- 3.12. Twenty-one (21) to fifty (50) years old;
- 3.13. Have completed Pre-Licensing Training Program (PLTP) 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 before the projected deployment to NPDC;
- 3.16. Have passed the internal Physical Fitness Test care of NPDC through other government agencies like the National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP), or other agencies during their deployment to NPDC, if applicable; 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 the Annual Physical Examination conducted within six (6) months before 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) training 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 a 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 before the projected deployment to NPDC;
- 4.16. Have passed the internal Physical Fitness Test care of NPDC through other government agencies like the National Bureau of Investigation (NBI), Armed Forces of the Philippines (AFP), or other agencies during their deployment to NPDC, if applicable; 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 by the Security Service Contract (SSC).
- 1.3. Properly manage the security personnel in the detachment 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, directives, and instructions about security matters.
- 1.5. Periodically review detachment operations and administration.
- 1.6. Properly maintain records.
- 1.7. Conduct an 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 training, 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 the 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 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 inspect every post to observe posted guards' performance and effect spot correction as necessary.
- 2.7. Routinely conduct an 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 by 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 to 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 by the detachment commander and/or special orders and directives/instructions 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 by 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 who are reasonably apparent to be 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 reasonably apparent danger or a threat to NPDC
  - 3.5.4. persons who have no official business in the NPDC offices
- 3.6. Be respectful and courteous in interacting with people.
- 3.7. Issue appropriate visitor tags to all incoming visitors to NPDC offices and record the names in the logbook accordingly.

- 3.8. Control vehicular traffic and ensure authorized/appropriate parking inside and around the premises of the NPDC especially during special occasion or events and record all vehicles in the logbook accordingly.
- 3.9. Be responsible for the protection of properties (e.g. facilities, equipment, materials) within the area of responsibility from undue damage, theft, and or robbery.
- 3.10. Keep and update required post records.
- 3.11. 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 an authorized officer.
- 3.12. 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.
- 3.13. Remind registered vendors from violating the IRR of the Park Trading Policy; drive away unregistered, illegal and ambulant vendors.
- 3.14. Apprehend and investigate violators of park and office rules and regulations, prepare, and submit appropriate report/s, cooperate with the Rizal Park Police Detachment or other appropriate government agencies, and act as a witness when charges are filed.
- 3.15. Communicate in a timely and accurate manner and by agreed-upon communication plan any unusual events and occurrences within their area of responsibility.
- 3.16. Participate in drills and other relevant skill development programs that will be initiated by the **Security Service Provider** or NPDC.
- 3.17. Shall enforce compliance with health protocols for all employees, park visitors, and clients in line with IATF guidelines and LGU ordinance, as mandated or as may be required.
- 3.18. 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), and crowd control.

#### **4. CCTV Operator. The CCTV Operator shall**

- 4.1. Conduct roll calls of the security guards to ensure that they are in their assigned posts by 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 the security guard who is assigned in the area immediately to reprimand the violating parkgoer/s.
- 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 to 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 the NPDC Planning and Management Division immediately and view blockage to the NPDC Park Operations Division to maximize the operation and reliability of the system.

## VIII. PERFORMANCE

1. NPDC expects 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 before contract preparation and signing.
2. End-user shall conduct a monthly performance assessment using a service level agreement which shall be communicated by NPDC to the winning **security service provider** through a kick-off meeting preferably 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** should obtain a monthly rating of at least SATISFACTORY (85.00 and above), based on the service level agreement. The monthly performance assessment shall be based on compliance with the performance requirements and their percentage weight as determined and set by NPDC using a prescribed monitoring tool (attached as an Annex B) which shall include but may not be limited to the following criteria:
  - 3.1. Compliance with contract technical requirement
    - 3.1.1. Observance of 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 SATISFACTORY (85.00 and above) for three (3) consecutive months, this shall be considered a breach of obligation under contract and, if applicable, grounds for the imposition of liquidated damages following RA 9184 and its IRR.
5. NPDC has the right to terminate the service contract with the winning **Security Service Provider** before the contract end date if the performance level of the



Service Provider is NOT SATISFACTORY (84.99 and below) for three (3) consecutive months 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**

4. The **Security Service Provider** shall be paid every month. The Committee requires the **Security Service Provider** to submit its billing statement on or before the 10<sup>th</sup> 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, (eg. the 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, 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 the option to pay the service provider next NCA Cycle/Quarter or subject to the availability of funds.
5. 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
6. Claim for unbilled charges and all other similar expenses
  - a. The 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 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 regulations, listed below are the corresponding penalties.

- 1.1. First Offense: Written notice to the **Security Service Provider** requiring a documented explanation and action plan to prevent the occurrence of the same violation/offense
- 1.2. 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.
- 1.3. Third Offense: Termination of Contract and Automatic Disqualification from bidding for any procurement contract with any procuring entity for one (1) year upon receipt of the Blacklisting Order

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

### **2. Termination of Contract**

- 2.1. 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**
- 2.2. A material breach of contract by the **Security Service Provider** shall be grounds for termination of the contract, such as when either of the following exists:
  - 2.2.1. The **Security Service Provider** has incurred three (3) consecutive performance assessment ratings below SATISFACTORY (84.99 and below) within the effective period of the contract.
  - 2.2.2. 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 the contract, if applicable.
- 2.3. Third Violation/Offense of the **Security Service Provider** of any material terms and conditions of the Contract
- 2.4. Labor disputes/strikes of the **Security Service Provider's** personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract

- 2.5. 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.

## **XI. OTHER TERMS AND CONDITIONS**

1. **NPDC** shall enforce the Philippine Association of Detective & Protective Agency Operators (PADPAO) Cost Distribution per Month rate effective 01 January 2025, prescribed during the bidding process and in the evaluation of bids. This reference is attached as Annex C. All values indicated on the cost breakdown must be rounded off to two decimal places including the total bid offer.  
Furthermore, the **NPDC** shall not consider proposal with administrative cost lower than 20%. This is to ensure compliance with RA 11917 and that quality of service is implemented and will not be sacrificed and compromised.
2. The contract cost shall be fixed and shall not be adjusted during the contract implementation except in the following cases:
  - 2.1. Increase in minimum daily wage (pursuant to new wage order);
  - 2.2. Increase in other statutory benefits such as SSS, PhilHealth, Pag-IBIG (pursuant to a new law/ issuance); and
  - 2.3. If the **NPDC** sees the need for an increase in the number of security guards which shall be subject to availability of funds or decrease due to reasonable and legally justifiable circumstances.
3. In the performance of its duties and responsibilities, the **NPDC** authorizes the **Security Service Provider** to, in its name, solicit police assistance and file formal complaints for the **NPDC** against anyone who has caused undue harm to any person and/or loss or damage to any property.

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

---

**NAME OF BIDDER**

---

**SIGNATURE**

---

**DATE**

## ANNEX B

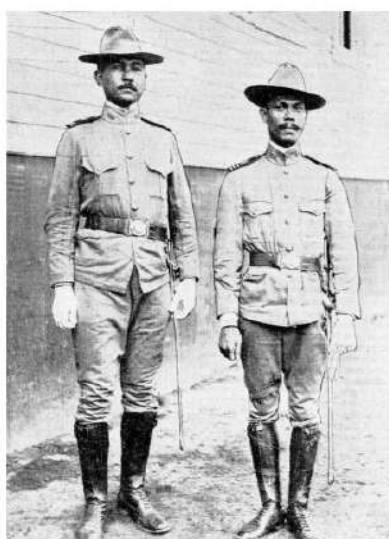
### NPDC-Prescribed Uniform

## 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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## ANNEX C:

PROVISION OF SECURITY SERVICES							
SUMMARY OF SERVICE LEVEL AGREEMENT (SLA) MONITORING TOOL RESULTS							
		Service Provider:					
		Evaluation Period:					
		Location:					
PARTICULARS				WEIGHT	RATING		
<b>I. COMPLIANCE</b>							
	A. Observance of Labor Laws and Regulation						
	B. Completeness and Provision of Tools, Equipment, Vehicles, PPEs and other Materials						
<b>II. QUALITY OF WORK</b>							
	A. Scope of Services						
	B. Response Time						
	C. Technical Reports						
<b>III. CUSTOMER SURVEY RATING</b>							
<b>FINAL RATING</b>							
<b>RATING GUIDE:</b>							
• 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 D:**

### **STANDARD COMPUTATION**

#### **REBIDDING FOR THE PROVISION OF SECURITY SERVICES FOR FY 2025**

##### **PADPAO REVISED COST DISTRIBUTION PER MONTH EFFECTIVE 01 JANUARY 2025**

Daily Basic Salary Rate (W.O. NCR-25, 07/17/2024)	<b>645.00</b>
Number of Days per Year	<b>395.00</b>
Days worked per week	<b>7 days</b>



**PHILIPPINE ASSOCIATION OF DETECTIVE AND PROTECTIVE  
AGENCY OPERATORS (PADPAO), INC.**  
12-H, 18<sup>th</sup> Avenue, Brgy. San Roque, Murphy, Quezon City  
Tel. Nos.: (02) 7-753-7688  
E-mail Address: [info@padpao.org](mailto:info@padpao.org)

**Revised Cost Distribution Per Month  
Wage Order No. NCR-25  
Effective January 1, 2025**

Days worked per week No. of Days/year		7 days 395.00 8 hours work/day		7 days 395.00 12 hours work/day
<b>Amount to Guard</b>				
New Daily Wage	P	645.00	P	645.00
Ave. Pay/Month (DW X No. of Days per yr/12)	P	21,231.25	P	21,231.25
Night Differential Pay (Ave. Pay/mo x 10% x 1/3) (x1/2)		707.71		1,061.56
13th Month Pay (DW x 365/12/12)		1,834.90		1,834.90
5 Days Incentive Pay (DW x 5/12)		268.75		268.75
Uniform Allowance (R.A. 5487)		100.00		100.00
Overtime Pay		-		13,463.33
		23,942.61		37,759.79
<b>Amount to Gov't. in Favor of Guards</b>				
Retirement Benefit (R.A. 7841) (DW x 22.5/12)	P	1,209.38	P	1,209.38
SSS Premium (January 2025)	*	2,000.00	*	2,000.00
SSS - WISP (Workers' Investment Savings Program)		250.00		1,500.00
Philhealth Contribution (January 2024)	*	530.78	*	530.78
State Insurance Fund		30.00		30.00
Pag-ibig Fund		200.00		200.00
		4,220.16		5,470.16
<b>A. TOTAL AMOUNT TO GUARD &amp; GV'T.</b>		28,162.77		43,229.93
<b>B. AGENCY FEE</b>				
Administrative Overhead and Margin		6,759.13		10,375.51
<b>C. VALUE ADDED TAX (Agency fee x 12% VAT-RMC-39-2007)</b>		811.10		1,245.06
<b>MINIMUM CONTRACT RATE</b>	P	<u>35,733.00</u>	P	<u>54,850.50</u>

**Overtime Computation**

Overtime 7 Days	
Rate per hour (645/8)	80.63
Regular Days (80.63 X 125% X 293 X 4)	118,122.95
Regular Holidays (80.63 X 200% X 12 X 4)	10,062.62
Sundays / Rest Days (80.63 X 169% X 52 X 4)	28,343.06
Special Days, Rest Days (80.63 X 195% X 8 X 4)	5,031.31
	161,559.94
Divided by:	12
Overtime Pay (4) hours/day	<u>13,463.33</u>

**NOTE:**

1. In compliance to the new salary bracket coverage of SSS in accordance to Republic Act 11199 effective January 1, 2025.
2. Effective January 1, 2024, Philhealth shall implement the new premium schedule for all Direct Contributors as stipulated in Section 10 of the Republic Act No. 11223 or the Universal Health Care (UHC) Act of 2019
3. Total 10% Night Differential Pay should be paid to night shift guards amounting to P 2,123.13  
8 hrs at P 707.71 x 3 = 2,123.13  
12 hrs at P 1,061.56 x 2 = 2,123.13

**COMMITTEE ON PADPAO RATE COMPUTATION**

*(Signatures of Committee Members)*  
**RAMON D. BERGADO** President  
**MANUEL P. ESPEJO** Executive Vice-President  
**ROGER W. FEDEREZO** Treasurer  
**SUSAN S. OERVASIO** Secretary  
**HELEN C. AQUINO** Auditor

**ANNEX E:**

**COST BREAKDOWN FOR PROVISION OF SECURITY SERVICES**

**Rebidding for the Provision of Security Services for FY 2025**

(62 Security Complement)

PARTICULARS	DAY SHIFT 07:00AM - 07:00PM (PHP)	NIGHT SHIFT 07:00PM - 07:00AM (PHP)
<b>DAILY WAGE ( W.O. NCR-25, 07/17/2024 )</b>		



<b>A. Amount Payable to Guard:</b>		
Monthly Basic Pay (645 x 395 / 12)		
Night Differential (MBP x 10%)		
13th month pay (645 x 365 / 12 / 12)		
5 days incentive leave (645 x 5 / 12)		
Uniform Allowance 1,200 per year (RA 5487)		
Overtime Pay		
<b>TOTAL AMOUNT DIRECTLY TO GUARDS</b>		
<b>B. Amount Payable to the Government</b>		
Retirement Benefit - RA 7641 (645 x 22.5 / 12)		
Pag-ibig Contribution (February 2024)		
SSS Contribution (January 2025)		
SSS Mandatory Provident Fund (WISP)		
Philhealth Contribution (January 2024 - 5%)		
State Insurance Fund		
<b>TOTAL AMOUNT DIRECTLY TO GOV'T</b>		
<b>TOTAL AMOUNT TO GUARD AND GOV'T</b>		
<b>CONTRACT RATE BEFORE OVERHEAD</b>		
Admin. Overhead (20%) RA 11917		
Value Added Tax (12% )		
<b>TOTAL BILLING PER MONTH PER GUARD</b>		
<b>NUMBER OF GUARDS</b>		
<b>TOTAL COST PER MONTH</b>		
<b>TOTAL COST PER TWELVE (12) MONTHS PER SHIFT</b>		
<b>TOTAL CONTRACT COST FOR TWELVE (12) MONTHS JANUARY 2025 TO DECEMBER 2025</b>		