



PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

for the

Procurement of Security Services at Central and Regional Offices at the National Museum of the Philippines FY 2022

(Philgephs Reference No. 8316570)

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Section I. Invitation to Bid



INVITATION TO BID FOR PROCUREMENT OF SECURITY SERVICES AT CENTRAL AND REGIONAL OFFICES OF THE NATIONAL MUSEUM OF THE PHILIPPINES FY 2022

1. The **NATIONAL MUSEUM OF THE PHILIPPINES**, through the *National Expenditure Program FY 2022* intends to apply the sum of **Seventy Million Nine Hundred Nineteen Thousand One Hundred Fifty-Four Pesos (Php 70,919,154.00)** being the ABC to payments under the project mentioned above. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL MUSEUM OF THE PHILIPPINES** now invites bids for the above Procurement Project. Delivery of the Goods and Services is required **Twelve (12) Months**. Bidders should have completed, within **ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **NATIONAL MUSEUM OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE** and inspect the Bidding Documents at the address given below from **Monday – Friday at 9:30 A.M.- 2:30 P.M.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **22 December 2021** from the given address 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 Fifty Thousand Pesos (Php 50,000.00)* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, or through electronic means.*

6. The **NATIONAL MUSEUM OF THE PHILIPPINES** will hold a Pre-Bid Conference on **19 January 2022, 9:30 A.M.** at **Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. **LATE BIDS SHALL NOT BE ACCEPTED.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.**
9. Bid opening shall be on **9 February 2022, 9:30 A.M.** at **Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **NATIONAL MUSEUM OF THE PHILIPPINES** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*Mr. Edwin J. dela Rosa
Head-BAC Secretariat
2nd Floor, BAC Room, North Annex of the
National Museum of Fine Arts Building (Motorpool)
Padre Burgos Street, Manila 1000
Website: www.nationalmuseum.gov.ph
Tel. No. 8298-1100 Local 1014
Email: nationalmuseumbac@yahoo.com*

(SGD)
ATTY. MA. ROSENNE M. FLORES-AVILA
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Museum of the Philippines* wishes to receive Bids for the **Procurement of Security Services at Central and Regional Offices at the National Museum of the Philippines for FY 2022**, with identification number *NMPBAC-ITB-2022-12-02*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, 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 *FY 2022* in the amount of **Seventy Million Nine Hundred Nineteen Thousand One Hundred Fifty-Four Pesos (Php 70,919,154.00)**

2.2. The source of funding is: *NGA, the National Expenditure Program*

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.*

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:

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

13. Bid and Payment Currencies

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

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

14. Bid Security

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

14.2. The Bid and bid security shall be valid until ***One Hundred Twenty (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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In case, the Bid security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: ***One Project having several items that shall be awarded as one contract.***
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible

bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. providing security services to a museum or similar institution that exhibits or displays collections to what the Museum have in its display</p> <p>b. Completed within ten <i>(10) years</i> prior to the deadline for the submission and receipt of bids.</p>						
7.1	<i>Subcontracting is not allowed.</i>						
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>						
19.3	<p>The description of the lot(s) or items indicated below.</p> <table><tr><th>Lot No.</th><th>Procurement Project</th><th>Approved Budget for the Contract</th></tr><tr><td>1</td><td>Procurement of Security Services at Central and Regional Offices of the National Museum of the Philippines for FY 2022</td><td>Php 70,919,154.00</td></tr></table>	Lot No.	Procurement Project	Approved Budget for the Contract	1	Procurement of Security Services at Central and Regional Offices of the National Museum of the Philippines for FY 2022	Php 70,919,154.00
Lot No.	Procurement Project	Approved Budget for the Contract					
1	Procurement of Security Services at Central and Regional Offices of the National Museum of the Philippines for FY 2022	Php 70,919,154.00					

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to the place of destination indicated below. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>The security service coverage includes the 3 buildings in the central museums of the NATIONAL MUSEUM OF THE PHILIPPINES (NMP), namely National Museum of Fine Arts (NMFA), National Museum of Anthropology (NMA), National Museum of Natural History (NMNH), buildings/installation in the Rizal Park, Liwasang GOMBURZA, Sentinel of freedom or Lapu-Lapu Monument, Agripina Circle of Rizal Park and the entire eastern portion of the Rizal Park and incidental areas. It also includes the regional museums located in various areas in the Philippines such as Luzon areas namely Kabayan (Satellite Office, Tenonchol and Timbak), Kiangnan, Vigan and Magsingal, Batanes, Angono, Boac, Daraga/Albay, Penablanca Cagayan, Quezon Palawan (Poblacion, Tawatawa and Tabon Caves Complex); Visayas areas namely Bohol and Rocha House, Cebu, Iloilo, Jaro, Dumaguete and Mindanao areas namely Butuan and Butuan Archaeological Park, Zamboanga and Jolo.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is CHRISTOPHER G. BASILIO, Security Officer III</p> <p>.Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

	<p>b. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this Contract</p> <p>The Contract price for the Goods shall include the price charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross Weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2.2	<p>The terms of payment.</p> <p>**Note:</p> <p><i>Kindly refer to the Terms of Reference of the project for the Terms of Payment</i></p>
4	<p>The inspections,</p> <p>**Note:</p> <p><i>Kindly refer to the Terms of Reference of the project for the Inspections of Goods</i></p>

Section VI. Schedule of Requirements

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.

Lot No.	Procurement Project	Delivered, Weeks/Months
1	Procurement of Security Services at Central and Regional Offices of the National Museum of the Philippines (NMP) FY 2022	Twelve (12) Months

*Note: For full details of the above mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

Section VII. Technical Specifications

Technical Specifications

Specification	Statement of Compliance
Procurement of Security Services at Central and Regional National Museum of the Philippines (NMP) FY 2022	
QUALIFICATION STANDARD OF THE BIDDER The prospective bidders will be disqualified for failure to meet any of the Minimum Qualification Standards stipulated below;	
Security Agency Organizational Brief <ul style="list-style-type: none"> - Security Agency (SA) has operated for at least 10 ten years with reputable clientsrefer to an organization with at least 300 personnel in their roster or multinational companies, banks with at least 10 branches, financial institutions or companies listed in the security exchange commission or any similar clients as mentioned. - Security Agency must have at least 800 active and duly licensed security personnel in its pool at the time of the bidding. Submit proof documentation and include them in the bid documents. - Security Agency Top Management should be at least the Chairperson or Board of Director to a recognized security organization. 	
Organization Set-Up The prospective bidder is required to form its own security team and assign a team leader who is the Detachment Commander who will represent the security provider in all transactions with the NMP through the NMP Security Management Section. Part of the security provider's team are Security Personnel-in Charge per building, Designated Driver, Certified CCTV Operator, X-ray Scanner Operator Help and Compliant Desks and Emergency Response Team (ERT) or Quick Response Team (QRT) personnel in the Central Museum to be rotated in their working schedule and one (1) each in the	

<p>Regional Museums. These personnel shall be part of Security Guards (SG) and Lady Guards (LG) deployment except the Detachment Commander and his Deputy Commander. The SA shall notify shall Security Management Section regarding the composition of the security team with specific details like names, positions, scope of services or duties and responsibilities and other details relative to security. The security provider's team shall be the counterpart of the NMP Security Management Section/Security Officers. However, the NMP Security Officers and the Security provider's team leader shall constantly coordinate on updates, monitoring, systems of implementation, resolving issues and concerns and all other security matters covered by the contract documents. "ANNEX A"</p> <ul style="list-style-type: none"> - The SA must have functional offices/operations in the National Capital Region (NCR). - The SA must have a Regional Area Managers/Supervisors/Coordinators who will be posted at NMP Regional Areas, Site Museums and Satellite Offices (RASMSOs). Guards posted within the areas of NMP should be monitored, overseen and inspected and disciplined by Area Managers/Supervisors/Coordinators. - The SA must have owned or affiliated training center for their security personnel. - Submit photos and information as proof of ownership to its location, contact numbers, table of organization and personnel assigned. (NCR Office) 	
<p>Certification Requirements</p> <p>The SA must have the following certificates included in the bidding documents:</p> <ol style="list-style-type: none"> 1. Minimum of five (5) Certifications received for the past five (5) years from reputable awarding body/organization (Government, Non-Government, International) recognizing the company Excellency and achievements. 2. Minimum of three (3) Certifications issued from the existing and previous client with similar number of deployments for at least Very 	

<p>Satisfactory rating/services for the last (5) five years.</p> <p>3. Minimum of three (3) Commendation/Certificate of Recognition received from clients having solved/reported/coordinated a crime or implemented sound security measure for the last (5) five years.</p> <p>4. One (1) latest certification of no pending case from Department of Labor and Employment (DOLE), PNP-SOSIA Supervisory Office for Security and Investigation Agencies (SOSIA) and One (1) latest certification of clearance from SSS/Philhealth/HDMF of no pending obligation to its personnel for the past five (5) years.</p>	
<p>Security Survey/Plan</p> <ul style="list-style-type: none"> - The SA shall be required to submit Security Survey/Plan at least fifty percent (50%) of the total number of NMP offices designed for NMP operations to be included in the bidding documents. (Please see ANNEX A). They shall coordinate with the NMP Security Management Section for the schedule of activity, preparation and approval of the plan. Authority to inspect the areas to be guarded shall be secured from the NMP. - The SA must conduct disaster management and preparedness trainings with corresponding drills in regional branches at least twice a year participated by security personnel and NMP employees. - As part of the security plan and an outcome of the inspection conducted prior to submission of BID, evaluation of current security set-up must be provided. This includes but not limited to issues & concern, observations, risk, threats, danger, etc. Please see attached "ANNEX A " 	

<p>Other Factors (Recruitment and Selection Criteria)</p> <ul style="list-style-type: none"> - Security Agency shall conduct thorough background checks of its guards prior to deployment at the NMP. - Submit Manual of Recruitment and Selection Criteria and Internal Disciplinary Guidelines, Procedure and Protocol include them as part of bid documents. <p>*The Head of the NMP Security Management Section shall evaluate the security plan and proposals, conduct background checking of declared offices, clients and submitted certifications to determine the authenticity of the same.</p>	
<p>Scope of Service</p> <p>The Security Agency shall provide the maximum number of security personnel, as prescribed by the NMP, to be deployed in NMP Central Office and Regional Areas, Site Museums and Satellite Offices (RASMSOs)</p> <p>The security personnel shall protect all officials, employees, visitors and all person/s transacting legitimate business to the NMP; to have utmost respect and be courteous towards them at all times, nor cause damage to any of their personal properties. Likewise, they shall safeguard the properties and premises of the NMP, twenty-four (24) hours daily, including Saturday's, Sundays and Holidays.</p>	

Specifications/Requirements

Qualifications of Security Personnel

Security Guard	Security Officer
<ul style="list-style-type: none"> a. Filipino Citizen b. At least 2nd year college c. Have undergone Basic Security Guard training d. At least 3 Years security experience: <ul style="list-style-type: none"> - with good customer care service knowledge/skills - hotel, BPO and museum operation experience is preferred e. At least 5'6" tall for men and 5'3" tall for women f. Physically and mentally fit, submit result of Annual Physical Examination conducted within six (6) months or less prior to the projected deployment to NMP; g. Good moral character (Barangay, PNP and NBI Clearance) h. Have passed Neuro Psychiatric examination and Drug Test result administered by a PNP or NBI accredited testing agency/centers 	<ul style="list-style-type: none"> a. Filipino Citizen b. Bachelor's Degree Holder (any degree) c. Have undergone Security Officer/Supervisory training d. At least 5 years' experience as security officer: <ul style="list-style-type: none"> - knowledgeable in physical security and security management - knowledgeable in basic safety and security protocols - with good customer care service knowledge/skills - in high rise building, hotel, mall, BPO and museum operation experienced is required e. Good in oral and written English communication; At least 5'7" tall for men and 5'4" tall for women f. Physically and mentally fit, submit result of Annual Physical Examination conducted within six (6) months or less prior to the projected deployment to NMP; g. Good moral character (Barangay, PNP and NBI Clearance) h. Have passed Neuro Psychiatric examination

<p>result within six (6) months prior to the deployment to NMP.</p> <p>i. Background Investigation (BI) in their 201 files</p> <p>j. With valid Security Guard License</p> <p>k. Must be fully vaccinated against COVID-19 at the expense of the agency (IATF Resolution 148-B series of 2021)</p>	<p>and Drug Test result administered by a PNP or NBI accredited testing agency/centers result within six (6) months prior to the deployment to NMP.</p> <p>l. Background Investigation (BI) in their 201 files</p> <p>j. With valid Security Officer License</p> <p>k. Must be fully vaccinated against COVID-19 at the expense of the agency (IATF Resolution 148-B series of 2021)</p>	
<ul style="list-style-type: none"> • The contract cost shall be fixed and shall not be adjusted during the contract implementation except for increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, and if during the term of the contract, both the NMP and the winning bidder sees the need for an increase or decrease in the number of security guards, provided, however, that the ABC for the relevant year is not exceeded. • The Security Agency shall submit complete 201 file of Security Personnel to be deployed prior to examination and/or interview for screening to be conducted by the Security Management Section. The Security Management Section shall recommend shortlisted SG/LG to the ODG for approval. • The NMP shall require qualified personnel of the Security Agency to take a written examination. Likewise, after evaluation, security personnel shall be interviewed by NMP Security Officer prior to posting. No guard shall be posted without the final briefing and orientation of the NMP Security Management Section/Officer. 		

<ul style="list-style-type: none"> • The Area Manager/Supervisor, Detachment Commander or Assistant Detachment Commander and Shift in-Charge shall be required to conduct continuous briefing and orientation to disseminate new rules and regulations as well as policies of the NMP to all incoming and outgoing security personnel during the daily guard mounting/rank formation. • The Security Agency shall provide Inspectorate Team to check the performance of the guards any time of the day or night to ensure that they are performing their duties and responsibilities and are not committing any prejudicial act(s) against the interest of the NMP through coordination with NMP Security Officer. For this purpose, the Security Agency authorized representative shall conduct regular inspection and submit a report to Security Management Section regarding the result and status of the inspection activity conducted by the Security Agency authorized representative. (Central Offices and RASMSOs) • The designated Regional Manager/Supervisor/Coordinators in the Central Office and in RASMSOs shall assess and evaluate the current security status and operations in both Central and RASMSOs and submit its observations and recommendations quarterly. • The security personnel must wear prescribed uniform by Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) (Type A uniform white/blue or Tropical uniform) especially those who will carrying firearms and assigned at the gates & perimeter areas with visible identification badges and must act in proper decorum whenever at NMP's premises on or off duty. • The NMP Management shall also require security personnel to wear special set of uniform such as prescribed barong assigned at the galleries. This is to adapt the atmosphere of the cultural heritage setting and to avoid any damages such as 	
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scratches that could happen in collections and specimens especially Art Work that can be caused by security personnel paraphernalia. For this purpose, the security agency shall propose a special set of barongs (subject for approval of PNP-SOSIA) appropriate to a cultural heritage setting like the museum.

- The areas/specific post assignment of the security personnel shall be determined by the Security Management Section in connection with the enforcement of its policies, rules and regulations. Please refer to "ANNEX B" for the number of personnel.
- The NMP Management shall require security personnel to attend flag raising ceremony every Monday and flag retreat every Friday. This is to ensure that security personnel are updated of the new rules and regulations as well as policies and activities of the NMP.
- The Security Agency shall conduct rotation of the security personnel shall be every fifteen (15) calendar days to avoid familiarity with the personnel of the NMP. If the rotation of the security personnel will not be implemented in a particular area or post assignment for a specific period or duration, a formal written request from the Security Agency representative shall be endorsed to Security Management Section stating therein valid reason/s subject for evaluation and approval of the NMP Security Officer.
- There shall be no employee-employer relationship between the NMP and the SA. Thus, no guards shall be related by affinity or consanguinity to any NMP employees. It is expressly understood and agreed that the persons to be assigned by the SA to perform the services shall remain the employees of the SA. As such, the SA warrants that it shall fully and faithfully comply with all laws, rules and regulations pertaining to the employment, now existing or which may hereinafter be enacted, including but not limited to, the requirements of

the labor Code, as amended, and the Social Security Act. The SA hereby warrants that it shall hold the NMP free from any liability arising from any accident that may befall the SA's employees while performing their duties at the NMP premises, as well as for any labor claims which the SA's employees may file against the NMP, and claims of employees, officials of the NMP or of third persons against the employees of the SA, for their acts or omission.

- The number of guards provided to the NMP maybe increased or decreased at the discretion of the NMP depending on exigency of the security concern and availability of funds.

Schedule of posting

The SA shall provide two hundred forty-five (245) licensed and competent guards who possess the qualifications prescribed for the security guards by the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP – SOSIA RA 5457) and meet the qualifications stipulated in this TOR to be rotated on an 8-hour working schedule except guards assigned at Kabayan and Angono branch

1 st shift	0600H-1400H
2 nd shift	1400H-2200H
3 rd shift	2200H-0600H
Mid Shift (Museum Operation Hours)	0930H-1730H

The abovesaid working hours is subject to change depending on the exigency. Hence, evaluation and approval of the NMP Security Officer of the proposed working hour is required.

Communication		
Proof of ownership is required during opening and presentation	Quantity	
	Central Offices	Regional
a. Radio base/transceiver (with professional grade antennas/repeater to be installed at the roof top in the Central Offices)	1	For assessment of the winning bidder - (Installation of based radio and antennas for other Regional Branches)
b. Hand Held Radios with chargers (UHF with at least 8 available channels	80	Angono - 3 Vigan – 6 Palawan – 6 Bohol – 4 Iloilo City – 5 Dumaguete - 3 Butuan -6 Zamboanga – 6 Jolo - 2
c. Extra battery packs (brand new)	40	20
d. Cellphone units with 500 prepaid loads monthly for outsourced security officers	4	At least one (1) unit per branch/site

Logistics		
Proof of ownership is required during opening and presentation	Quantity	
	Central Offices	Regional
a. Licensed .9mm pistols (good working condition) Note: The SA shall provide adequate weapons/original ammunitions. Each issued .9mm must	28	Vigan – 2 Palawan – 3 Cebu -1 Bohol - 1 Iloilo - 2 Butuan -2 Zamboanga – 2

have one (1) extra magazine loaded with required ammunitions.		One (1) for other branch/site	
b. Licensed Shotgun (twelve-gauge good working condition) Note: The SA shall provide adequate weapons/original ammunitions. Each issued shotgun must have six (6) ammunitions.	6	Vigan – 1 Palawan – 1 Cebu -1 Bohol - 1 Iloilo - 1 Butuan -1 Zamboanga – 1	
c. LED Searchlights (at least 250 lumen and 12 hours continuous burn time – brand new)	15	One (1) per site	
d. Megaphones	12	One (1) per site	
e. Traffic vest and gloves	20	20	
f. Emergency hard hat	60	At least two (2) for Single Post Branch/site Vigan - 10 Palawan - 10 Bicol - 4 Angono – 4 Bohol - 5 Iloilo – 6 Butuan – 5 Zamboanga –5	
g. Functional hand-held metal detector	12	One (1) per Branch/Site	
h. Search stick	12	One (1) per Branch/Site	
i. Golf Umbrellas (big)	50	Two (2) per Branch/Site	
j. Under chassis mirrors	10	One (1) per Branch/Site	
k. Emergency response/medical kit	10	One (1) per Branch/Site	

l. Eco bag (8.5x11)	200	30 pieces per branch/site
m. Plastic Keychain (Key tag)	500	50 pieces per branch/site
n. Standard Laminating Machine (8x11 and legal size (Brand New)	1	-
o. Laminating Film	5000	-
p. Desktop Computer (Brand New)	4	Bohol -1 Vigan – 1 Palawan – 1 Iloilo -1 Butuan – 1 Zamboanga - 1
q. Printer (Brand New)	2	Bohol – 1 Vigan – 1 Palawan – 1 Iloilo -1 Butuan – 1 Zamboanga - 1
r. Infrared Thermometer	15	Two (2) per branch/site
Mobility		
Copy of registration/ORCR or Certificate of proof of ownership is required during opening and presentation (2018 or latest model)	Quantity	Quantity
a. AUV (action utility vehicle brand new and/or not more than 3 years fully air conditioned)	1 1	-
b. SUV/MUV (brand new and /or not more than 3 years fully air conditioned)		

c. Motorcycle (Brand New automatic and/or not more than 2 years, 125cc or 175cc) - Motorcycle with customized side car for the convenience of Differently Abled person, Senior Citizen and Pregnant woman	1	Cagayan -1 Kabayan -1 Palawan-1 Butuan – 1 Angono - 1	
d. E-Tricycle (Brand New Capacity 4 to 6 persons)	3	-	
e. Bicycle (Brand New)	4	-	
f. CCTV system (that can be integrated to existing NMP CCTV system)	Minimum of 8 units		
<p>*The Security Agency shall immediately provide additional security operational equipment when the need arises. Also, the Security Agency must replace the defective operational equipment before pulling it out for repair.</p> <p>* Other operational security devices and equipment as may be demanded by the NMP Management for the efficient and effective safeguarding of the NMP premises.</p> <p>* The mobility requirements stipulated above shall be used exclusively in daily security operation, emergency cases, rendering assistance and other security related matters/concern.</p> <p>* Fuel and lubricants, repair and maintenance of the motor vehicle, including replacement of parts, shall be borne by the Security Agency.</p>			

TRAINING REQUIREMENTS (Shouldered and facilitated by the winning bidder)

Prior to deployment the ratio of the trained security personnel to be posted must be at least 50 percent of the total deployment personnel in NMP Central Complex and Regional Area Site Museums and Satellite Offices. Below are the list of training requirements:

- a. Record keeping and incident report writing
- b. Search techniques (body, bag, vehicle, area, etc.
- c. Gun safety and Self Defense Lesson and Exercise
- d. Interpersonal communication/ Customer care and service
- e. Traffic Management Seminar
- f. Crowd Control Management
- g. Crime prevention and preservation
- h. Basic Occupational Safety and Health (BOSH)
- i. Below is the proposed schedule for disaster management and preparedness training for NMP Central Office to wit:

Proposed Schedule	Course Title	Remarks
February 2022	Fire Safety and Basic Life Support Training with corresponding drills	Participated by Security Personnel and selected NMP employees
April 2022	Earthquake preparedness with corresponding drills	Participated by Security Personnel and selected NMP employees
August 2022	Bomb threat awareness with corresponding drills	Participated by Security Personnel and selected NMP employees
November 2022	Active shooter preparedness with	Participated by Security Personnel and

	corresponding drills	selected NMP employees	
<p>*The Security Agency shall initiate the conduct of regular quarterly drills (earthquake, fire, crowd control, bomb threat and active shooter) and other skill building programs on security and crisis management, first aid, radio communications, and other relevant topics for its security personnel in coordination with other government agencies such as PNP, NBI, BFP, NDRRMC, Red Cross, etc.</p> <p>*The SA shall coordinate with NMP Security Management Section for the execution of the abovesaid activities.</p>			
<p>COMPLIANCE TO POLICIES & CONTRACT</p> <ul style="list-style-type: none"> • For clarity, the level of contract compliance must be based from the contract document followed by the security plan. Any inconsistencies thereof, the contract document must be prioritized over the security plan. • The SA shall comply with all existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/PHILHEALTH/EC/Pag-ibig premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the NMP. For this purpose, the SA shall submit monthly, upon presentation of the bill, sworn certification that it has paid the wages, allowances and bonuses of its employees assigned to the NMP in accordance with all labor laws and adjustments mandated. In addition to the aforementioned sworn certification, the SA shall submit a monthly payroll as proof of compliance that the employees assigned to the NMP have received or have been receiving their wages and other emoluments as mandated by existing labor standard laws and other social legislations. Failure on the part of the SA to submit the required sworn certification and monthly payroll shall authorize the NMP to make direct payment of wages and other emoluments to the 			

concerned security guards for services actually rendered.

- The SA shall post a Performance Security (duly notarized Performance Securing Declaration Form) adherence to the RA 9184 and its Implementing Rules and Regulation.
- Liquidated Damages When the contractor fails to satisfactorily deliver services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.
- The Security Agency shall be responsible for any loss, damage or injury which might be suffered by the NMP or occasioned during the working hours of the guards of the Security Agency. The Security Agency must be notified in writing, within forty-eight (48) hours, from the date of occurrence or discovery of any such loss, damage or injury by the NMP. It is expressly understood, however, that the Security Agency shall not be liable for losses or damages due to fortuitous events of force majeure.
- The Security Agency shall guarantee the payment of any losses or damage/s to property if the same is reported, verbally or in writing, to the Security Agency upon its discovery by the NMP and it is duly established during investigation that there was indeed loss or damage to NMP property; which is located in its premises/buildings/offices, being secured/guarded by the employees of the

<p>Security Agency; and it is the result of the act, omission or negligence of the guards. The cost of the damaged properties of the NMP shall be based on in its current market value.</p> <ul style="list-style-type: none"> • The NMP has the right to make the necessary deduction from the claim of the Security Agency for the services it has rendered, by reason of non-payment or unjustified refusal by the Security Agency to pay the salaries and allowances and other dues on time. In such cases, the NMP may pay directly the security guards concerned for his/her salary, for the services rendered. • The NMP Management through Security Management Section may, at its own discretion, and for whatever reason, demand the replacement/reassignment of any guard posted at the NMP premises, Regional areas, site museums and satellite offices. In this case, the Security Agency shall, within forty-eight (48) hours from receipt of the NMP Management verbal or written demand, cause the immediate replacement/reassignment of the security personnel/s concerned. • The Security Agency must at all times comply with NMP's policies and guidelines. Hence, approval to exemptions to the rules and regulations must first sought approval from the NMP. • The Security Agency shall enforce compliance of minimum health standards protocols for all employees, museum visitors/guests, clients in line with IATF guidelines and LGU ordinance. • The security personnel shall require to properly log/record the daily activities, movements, events, unusual observations and occurrences within the NMP premises. The NMP Management shall have access to the logbooks whenever required. Likewise, all records and logbooks shall be turned over to Security Management Section at the end of contract. 	
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<ul style="list-style-type: none"> • The Security Agency shall secure ingress and egress within the NMP's premises of all persons or vehicles, and objects/things/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. • The Security Agency shall immediately make the necessary reports of any incident to NMP's 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 NMP Management through Security Management Section upon discovery of incident. All documentations and necessary written reports in relation to the incident should be completed and submitted within twenty-four (24) hours. • Enforce, implement and abide by rules, policies and regulations relative to security order and safety. • To ensure quality security service, the SA shall maintain at least a satisfactory level of performance throughout the term of the contract based on the performance criteria which shall include, but not limited to, (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract compliance, administration and management; and (v) provision of regular progress reports on the status of NMP's premises in terms of security in accordance with the security plan. Said satisfactory level of performance shall be assessed by NMP before the end of each quarter and shall serve as basis for its rating performance or condition precedent to evaluate whether or not the contract will be pre-terminated for failure to perform the obligation. • The NMP Management through Security Management Section shall exercise functional and operational supervision over the security 	
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<p>personnel in NMP Central and in RASMSOs deployed under the Contract for its implementation.</p> <ul style="list-style-type: none"> • Perform other tasks that maybe assigned from time to time, within the assigned area of responsibilities and those relevant to the security and safety of the NMP's employees, guests, visitors and properties. 	
<p>OTHER TERMS AND CONDITION</p> <ul style="list-style-type: none"> • The Security Agency shall maintain a response team on a 24-hour basis to immediately act on any security situation that require immediate response to its employees and NMP employees due to national emergency and related concern at NMP Central and RASMSOs upon receipt of a notification from the NMP without any additional cost to NMP. • In no case shall the deployed security personnel render more than 8 hours and/or 12 hours of duty in a 24-hour period due to emergency and unforeseen circumstances, may be allowed subject for evaluation and approval from the Security Management Section. • When needed, provide security escort for NMP key officials and in the encashment of checks of large amount at banks. Likewise, during the transport of cash and valuable items of NMP. • The winning bidder must present the security plan, risk assessment and proposals to the Security Management Section and NMP key officials upon execution of the contract. • The NMP shall strictly enforce the PADPAO rate prescribed during the bidding process and in the submission of the bid documents. Likewise, the NMP shall not consider proposal with administrative cost lower than 24%. This is to 	

<p>ensure that quality of service is implemented and will not be sacrificed.</p> <ul style="list-style-type: none"> • The Security Agency shall maintain a pool of reserve guards equivalent to at least 10% of the total deployment in the NMP, Regional areas, site museums and satellite offices. A certification from the SA should be submitted to the NMP enumerating the names of the reserve guards. • Any security personnel involved in any untoward incident, whether or not affecting the NMP or commits acts inimical or prejudicial to the interest of the NMP or its personnel, shall be relieved of assignment immediately and when relived shall be perpetually disqualified from reassignment to any other post in any premise/area, site and office of the NMP. • The security agency shall assign (1) one security officers in regional sites and satellite offices with or with more than (8) eight security guards. The SA shall provide allowance for security officers in the amount minimum of one thousand pesos (P 1,000.00). • The delivery cost of the daily time records of security personnel shall be shouldered by the Security Agency. Likewise, pay slips of security personnel shall be sent in the regional sites and satellite offices of their assignment. • The SA shall provide additional security guards as maybe requested in writing by the event organizer. During approved NMP special event, the Security Management Section shall determine the number of security personnel required for the said event. Further, the Security Agency shall issue a separate billing statement and official receipt to the proponent for the payment of the rendered security service. This to ensure that quality of service is implemented and will not be sacrificed. 	
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<ul style="list-style-type: none"> • Within 15 days from the issuance of Notice of award, successful bidder shall submit and endorse all deliverables stated in the bid to the end-user NMP Security Management Section for further evaluation and inspection. Failure to comply shall constitute sufficient grounds for cancellation of the award. <p>After 30 day written notice, the NMP shall have the right to terminate the contract for failure to comply with the content stipulated in this term of reference.</p>	
<p>TERMS OF PAYMENT</p> <p>For and in consideration of the security services to be rendered by the SA to the NMP, the latter shall, during the terms of this contract, pay to the former the following amount per guard:</p> <ol style="list-style-type: none"> 1. The amount of TWENTY-NINE THOUSAND SIXTEEN PESOS ONLY (P29,016.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at the Central Offices, Manila. 2. The amount of TWENTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-TWO PESOS & 25/100 ONLY (P28,472.25) inclusive of Value Added Tax per month per security guard rendering twelve (12) hours of duty at Kabayan Burial Caves Site Museum and Satellite Office (Kabayan Main office, Tenonchol Cave and Timbak) 3. The amount of EIGHTEEN THOUSAND NINE HUNDRED EIGHTY-ONE PESOS & 50/100 ONLY (P18,981.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Cordillera Regional Museum and Satellite Office (Kiangnan) 4. The amount of EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY-FOUR PESOS ONLY (P18,484.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Ilocos Regional Museum and Satellite Office (Vigan and Magsingal) 	

<p>5. The amount of NINETEEN THOUSAND NINE HUNDRED NINETY-ONE PESOS ONLY (P19,991.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Batanes Area Museum and Satellite Offices (Batanes)</p> <p>6. The amount of NINETEEN THOUSAND NINE HUNDRED NINETY-ONE PESOS ONLY (P19,991.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Cagayan Valley Regional Museum and Satellite Offices (Penablanca, Cagayan)</p> <p>7. The amount of THIRTY THOUSAND FOUR HUNDRED THIRTY-SIX PESOS ONLY (P30,436.00) inclusive of Value Added Tax per month per security guard rendering twelve (12) hours of duty at Angono-Binangonan Petroglyphs Site Museum and satellite Offices (Angono)</p> <p>8. The amount of SEVENTEEN THOUSAND THREE HUNDRED EIGHTY PESOS & 50/100 ONLY (P17,380.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Tabon Caves Area Museum and Satellite Offices (Quezon Palawan)</p> <p>9. The amount SEVENTEEN THOUSAND THREE HUNDRED EIGHTY PESOS & 50/100 ONLY (P17,380.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Marinduque-Romblon Area Museum and Satellite Offices (Boac Marinduque)</p> <p>10. The amount of SIXTEEN THOUSAND EIGHT HUNDRED NINETY-TWO PESOS ONLY (P16,892.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Bicol Regional Museum and Satellite Offices (Albay Bicol)</p> <p>11. The amount of NINETEEN THOUSAND EIGHT HUNDRED THIRTY-TWO PESOS ONLY (P19,832.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty</p>	
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<p>at Bohol Area Museum and Satellite Offices (Tagbilaran Bohol)</p> <p>12.The amount of NINETEEN THOUSAND EIGHT HUNDRED THIRTY-TWO PESOS ONLY (P19,832.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Dumaguete.</p> <p>13.The amount of TWENTY-ONE THOUSAND THREE HUNDRED EIGHTY-THREE PESOS ONLY (P21,383.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Western Visayas Regional Museum and Satellite Offices (Iloilo City/ Jaro)</p> <p>14.The amount of THIRTY-TWO THOUSAND SIX HUNDRED NINETY-FOUR PESOS & 75/100 ONLY (P32,694.75) inclusive of Value Added Tax per month per security guard rendering twelve (12) hours of duty at Cebu branch.</p> <p>15.The amount of SEVENTEEN THOUSAND TWO HUNDRED FORTY PESOS ONLY (P17,240.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours duty at Eastern-Northern Mindanao Regional Museum and Satellite Office (Butuan and Libertad Butuan Satellite Office)</p> <p>16.The amount of SEVENTEEN THOUSAND ONE HUNDRED EIGHT-ONE PESOS & 50/100 ONLY (P17,181.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours duty at Western-Southern Mindanao Regional Museum and Satellite Office (Zamboanga City)</p> <p>17.The amount of SIXTEEN THOUSAND FOUR HUNDRED THIRTY-TWO PESOS & 50/100 ONLY (P16,432.50) inclusive of Value Added Tax per month per security guard rendering at eight (8) hours duty at Sulu Archipelago Area Museum Office and Satellite Office (Julu-Sulu)</p> <p>18.The NMP shall pay a total contract cost of SEVENTY MILLION NINE HUNDRED NINETEEN THOUSAND ONE HUNDRED FIFTY-FOUR PESOS</p>	
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ONLY (P70,919,154.00) for security complement of 245 guards from January 01, 2022 to December 31, 2022.

19. The initial payment as well as subsequent payments to be made for the services of the SA shall be contained in a Bill of Collection accompanied by the following documents:

- a. Evidence of actual rendition of service attaching thereto the daily time cards of its personnel.
- b. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with the provisions of existing laws, wage orders, Executive Orders, other presidential issuance and the regulations promulgated there under as well as pertinent city ordinances.
- c. Payroll of the last payday in case of subsequent payments to include proof of payment of 13th month pay.

ASSIGNMENT	NO. OF GUARDS
<u>MAIN OFFICE</u>	
National Museum of Fine Arts	40
National Museum of Natural History	30
National Museum of Anthropology	20
Eastern Section of Rizal Park	27
Liwasang GOMBURZA	3
SubTotal:	120
<u>LUZON (8hrs Duty)</u>	
Kabayan Branch - (Satellite Office)	2
Kabayan Branch - (Tenonchol Cave)	2
Kabayan Branch - (Timbak)	2
Kiangan Branch	3
Vigan Branch	20
Magsingal Branch	3
Batanes Branch	3
Angono Branch	4
Boac Branch	3
Quezon Palawan Branch	18
Albay, Bicol	5
Penablanca, Cagayan	3
SubTotal:	68
<u>VISAYAS (8hrs Duty)</u>	
Bohol Branch	7
Dumaguete	4
Iloilo Branch	11
Jaro Branch	3
Cebu	4
SubTotal:	29
<u>MINDANAO (8hrs Duty)</u>	
Butuan Branch	11
Libertad Butuan Satellite Office	3
Zamboanga Branch	10
Jolo Branch	4
Sub Total:	28

*Note: For full details of the above mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

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

Checklist of Technical and Financial Documents

TECHNICAL COMPONENT ENVELOPE (FIRST ENVELOPE)

Class “A” Documents

Legal Documents

- ☐ 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ 2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and
- ☐ 3. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

and
- ☐ 4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ 5. 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**
- ☐ 6. 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**
- ☐ 7. 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**
- ☐ 8. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-

sales/parts, if applicable; **and**

- ☐ 9. 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.
- ☐ 10. Minimum of five (5) Certifications received for the past five (5) years from reputable awarding body/organization (Government, Non-Government, International) recognizing the company excellency and achievements;
- ☐ 11. Minimum of three (3) Certification issued from the existing and previous client with similar number of deployments for at least Very satisfactory rating/services for the last five (5) years;
- ☐ 12. Minimum of three (3) Commendation/Certificate of Recognition received from clients having solved/reported/coordinated a crime or implemented sound security measure for the last five (5) years;
- ☐ 13. One (1) latest certification of no pending case from Department of Labor and employment (DOLE) and PNP-supervisory Office for Security and Investigation Agencies (SOSIA) and One (1) latest certification of clearance from SSS/Philhealth/HDMF of no pending obligation to its personnel for the past five (5) years;
- ☐ 14. Security Plan/Survey;
- ☐ 15. Certificate of Good standing (2020) issued by SSS, Pag-ibig and PhilHealth;
- ☐ 16. DOLE certificate (DOLE 174-17 Rules Implementing Articles 106 to 109 of the Labor Code, As Amended);
- ☐ 17. Manual of Recruitment, Selection Criteria and Internal Disciplinary Guildlines, Procedure and Protocol;
- ☐ 18. Company profile, list key officials, incorporators, stockholders, and number of licensed guards;
- ☐ 19. Undertaking on the ownership of the equipment e.e. number of Licensed Firearms, number and kinds of Communication Devices, and number and kind of Motor Powered Vehicles;
- ☐ 20. Undertaking on the Security Agency that have at least Eight Hundred (800) active duly licensed security personnel in its pool at the time of the bidding with proof documentation.
- ☐ 21. Bid Bulletin/s, if any;
- ☐ 22. Photocopy of the Official Receipt of the Bidding Documents;

Financial Documents

- ☐ 23. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ 24. 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

- ☐ 25. 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.

FINANCIAL COMPONENT ENVELOPE (SECOND ENVELOPE)

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

Note: Please provide us E-copy of all the Eligibility, Technical and Financial components save in a compact disc (CD)

*Annex A Packaging and Labelling
Instructions*

PACKAGING AND LABELLING INTRUCTIONS

1. Two Envelope System

The ORIGINAL - TECHNICAL COMPONENTS requirements stated below shall be enclosed into a folder, same as with the ORIGINAL - FINANCIAL COMPONENTS requirements which will also be done in a separate folder. These two (2) folders shall be placed into separate envelope forming the **Two-Envelope System**.

Envelope 1 : Technical Components (see attached listing)

Envelope 2 : Financial Components (see attached listing)

2. The First Envelope, ORIGINAL - TECHNICAL COMPONENTS and the Second Envelope, ORIGINAL - FINANCIAL COMPONENTS should be sealed in an outer envelope marked as ORIGINAL BID. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. The First and Second envelope should be produced into three (3) copies marked as Copy No. 1 , Copy No. 2 and Copy No. 3.
3. All four (4) envelopes, Original, Copy No. 1, Copy No. 2 and Copy No. 3, shall be enclosed in a single envelope referred to as the **Mother Envelope**.
4. All documents must be marked with **Ear tabs**. There must be a Table of Contents indicating all the documents to be submitted per folder.
5. All envelopes should properly be **sealed, signed and labelled**. The folders should be labelled properly.
6. All copies must be **Certified True Copy** and signed.

TO: ATTY. MA. ROSENNE M. FLORES-AVILA
Chairperson
Bids and Awards Committee
National Museum of the Philippines
Padre Burgos Avenue, ermita Manila

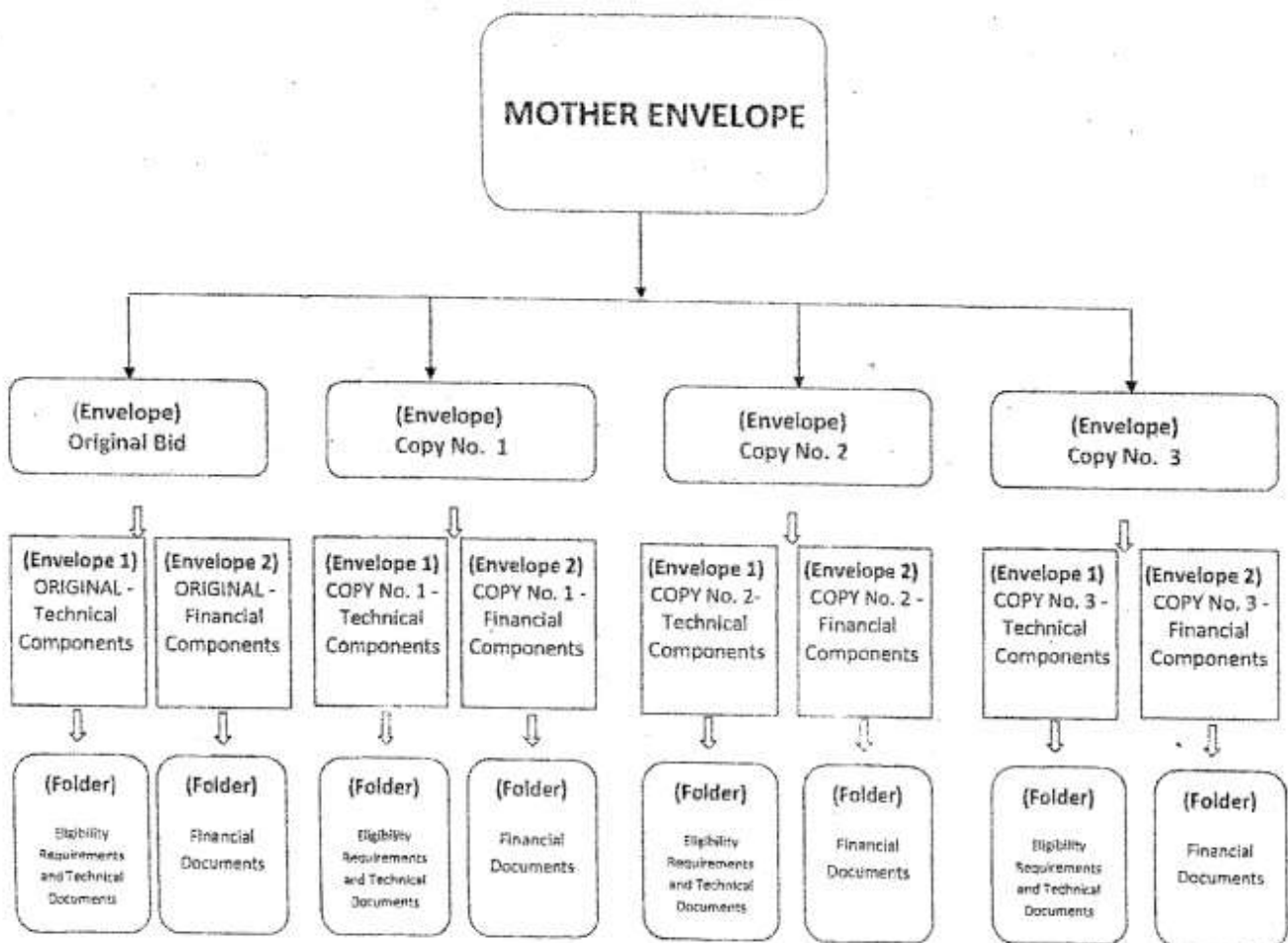
FROM: Name of Company
Address & Telephone Number

Reference No.

Project Title
Location

Do not Open Before: date and time of the Submission and Opening of Bids

PACKAGING AND LABELING INSTRUCTIONS



(DIAGRAM)

Annex B Bidding Form

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

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

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

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

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

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Annex C Terms of Reference



PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

TERMS OF REFERENCE CY 2022
NATIONAL MUSEUM OF THE PHILIPPINES (NMP)
SECURITY SERVICES

I. OBJECTIVE

The National Museum of the Philippines (NMP) considers that a secured and safe work environment will contribute to a more productive workforce that will result to an efficient and effective delivery of programs and services. The NMP has several facilities and properties that must be secured from burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies and other unlawful acts. The security service coverage includes the 3 buildings in the central museums of the namely National Museum of Fine Arts (NMFA), National Museum of Anthropology (NMA), National Museum of Natural History (NMNH), buildings/installation in the Rizal Park, Liwasang GOMBURZA, Sentinel of freedom or Lapu-Lapu Monument, Agripina Circle of Rizal Park and the entire eastern portion of the Rizal Park and incidental areas. It also includes the regional museums located in various areas in the Philippines such as Luzon areas namely Kabayan (Satellite Office, Tenonchol and Timbak), Kiangan, Vigan and Magsingal, Batanes, Angono, Boac, Daraga/Albay, Penablanca Cagayan, Quezon Palawan (Poblacion, Tawa-tawa and Tabon Caves Complex); Visayas areas namely Bohol and Rotcha House, Cebu, Iloilo City, Iloilo Jaro, Dumaguete and Mindanao areas namely Butuan and Butuan Archaeological Park, Zamboanga and Jolo.

The NMP is inviting interested parties to bid for the provision of security services from reputable security agencies, to render security services on a 24-hour daily, including Sundays and holidays, to secure the NATIONAL MUSEUM OF THE PHILIPPINES facilities in central office and all its Regional Area Site Museums and Satellite Offices (RASMSOs) including all the properties within the building premises and the occupants and general public transacting business thereat

II. APPROVED BUDGETARY REQUIREMENTS

The instant procurement of security services shall be a twelve (12) month contract. The Approved Budget for the contract (ABC) is in accordance with the National Museum Annual Procurement Plan for 2022. The term of this contract shall be effective for the calendar year 2022 starting 01 January 2022 unit 31 December 2022, with a total Approved Budget for the Contract (ABC) amounting to SEVENTY MILLION NINEHUNDRED NINETEEN THOUSAND ONE HUNDRED FIFTY-FOUR PESOS ONLY (Php 70,919,154.00)

III. QUALIFICATION STANDARD OF THE BIDDER

The prospective bidders will be disqualified for failure to meet any of the Minimum Qualification stipulated below;

Security Agency Organizational Brief

- Security Agency (SA) has operated for at least 10 ten years with reputable clients. Reputable clients refer to an organization with at least 300 personnel in their roster or multinational companies, banks with at least 10 branches, financial institutions or companies listed in the security exchange commission or any similar clients as mentioned.
- Security Agency must have at least 800 active and duly licensed security personnel in its pool at the time of the bidding. Submit proof documentation and include them in the bid documents.
- Security Agency Top Management should be at least the Chairperson or Board of Director to a recognized security organization.

Organizational/Detachment Set-Up

The prospective bidder is required to form its own security team and assign a team leader who is the Detachment Commander who will represent the security provider in all transactions with the NMP through the NMP Security Management Section. Part of the security provider's team are Security Personnel-in Charge per building, Designated Driver, Certified CCTV Operator, X-ray Scanner Operator Help and Compliant Desks and Emergency Response Team (ERT) or Quick Response Team (QRT) personnel in the Central Museum to be rotated in their working schedule and one (1) each in the Regional Museums. These personnel shall be part of Security Guards (SG) and Lady Guards (LG) deployment except the Detachment Commander and his Deputy Commander. The SA shall notify shall Security Management Section regarding the composition of the security team with specific details like names, positions, scope of services or duties and responsibilities and other details relative to security. The security provider's team shall be the counterpart of the NMP Security Management Section/Security Officers. However, the NMP Security Officers and the Security provider's team leader shall constantly coordinate on updates, monitoring, systems of implementation, resolving issues and concerns and all other security matters covered by the contract documents. "ANNEX A"

- The SA must have functional offices/operations in the National Capital Region (NCR).
- The SA must have a Regional Area Managers/Supervisors/Coordinators who will be posted at NMP Regional Areas, Site Museums and Satellite Offices (RASMSOs). Guards posted within the areas of NMP should be monitored,

overseen and inspected and disciplined by Area Managers/Supervisors/Coordinators.

- The SA must have owned or affiliated training center for their security personnel.
- Submit photos and information as proof of ownership to its location, contact numbers, table of organization and personnel assigned. (NCR Office)

Certification Requirements

The SA must have the following certificates included in the bidding documents:

5. Minimum of five (5) Certifications received for the past five (5) years from reputable awarding body/organization (Government, Non-Government, International) recognizing the company Excellency and achievements.
6. Minimum of three (3) Certifications issued from the existing and previous client with similar number of deployments for at least Very Satisfactory rating/services for the last (5) five years.
7. Minimum of three (3) Commendation/Certificate of Recognition received from clients having solved/reported/coordinated a crime or implemented sound security measure for the last (5) five years.
8. One (1) latest certification of no pending case from Department of Labor and Employment (DOLE), PNP-SOSIA Supervisory Office for Security and Investigation Agencies (SOSIA) and One (1) latest certification of clearance from SSS/Philhealth/HDMF of no pending obligation to its personnel for the past five (5) years.

Security Survey/Plan

- The SA shall be required to submit Security Survey/Plan at least fifty percent (50%) of the total number of NMP offices designed for NMP operations to be included in the bidding documents. (Please see ANNEX A). They shall coordinate with the NMP Security Management Section for the schedule of activity, preparation and approval of the plan. Authority to inspect the areas to be guarded shall be secured from the NMP.
- The SA must conduct disaster management and preparedness trainings with corresponding drills in regional branches at least twice a year participated by security personnel and NMP employees.
- As part of the security plan and an outcome of the inspection conducted prior to submission of BID, evaluation of current security set-up must be provided. This includes but not limited to issues & concern, observations, risk, threats, danger, etc. Please see attached "ANNEX A "

Other Factors (Recruitment and Selection Criteria)

- Security Agency shall conduct thorough background checks of its guards prior to deployment at the NMP.
- Submit Manual of Recruitment and Selection Criteria and Internal Disciplinary Guidelines, Procedure and Protocol include them as part of bid documents.

*The Head of the NMP Security Management Section shall evaluate the security plan and proposals, conduct background checking of declared offices, clients and submitted certifications to determine the authenticity of the same.

IV. SCOPE OF SERVICE

The Security Agency shall provide the maximum number of security personnel, as prescribed by the NMP, to be deployed in NMP Central Office and Regional Areas, Site Museums and Satellite Offices (RASMSOs)

The security personnel shall protect all officials, employees, visitors and all person/s transacting legitimate business to the NMP; to have utmost respect and be courteous towards them at all times, nor cause damage to any of their personal properties. Likewise, they shall safeguard the properties and premises of the NMP, twenty-four (24) hours daily, including Saturday's, Sundays and Holidays.

V. SPECIFICATIONS/REQUIREMENTS

Qualifications of Security Personnel

Security Guard	Security Officer
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<p>l. Filipino Citizen</p> <p>m. At least 2nd year college</p> <p>n. Have undergone Basic Security Guard training</p> <p>o. At least 3 Years security experience:</p> <ul style="list-style-type: none"> - with good customer care service knowledge/skills - hotel, BPO and museum operation experience is preferred <p>p. At least 5'6" tall for men and 5'3" tall for women</p> <p>q. Physically and mentally fit, submit result of Annual Physical Examination conducted within six (6) months or less prior to the projected deployment to NMP;</p> <p>r. Good moral character (Barangay, PNP and NBI Clearance)</p> <p>s. Have passed Neuro Psychiatric examination and Drug Test result administered by a PNP or NBI accredited testing agency/centers result within six (6) months prior to the deployment to NMP.</p> <p>t. Background Investigation (BI) in their 201 files</p> <p>u. With valid Security Guard License</p> <p>v. Must be fully vaccinated against COVID-19 at the expense of the agency (IATF Resolution 148-B series of 2021)</p>	<p>a. Filipino Citizen</p> <p>b. Bachelor's Degree Holder (any degree)</p> <p>c. Have undergone Security Officer/Supervisory training</p> <p>d. At least 5 years' experience as security officer:</p> <ul style="list-style-type: none"> - knowledgeable in physical security and security management - knowledgeable in basic safety and security protocols - with good customer care service knowledge/skills - in high rise building, hotel, mall, BPO and museum operation experienced is required <p>e. Good in oral and written English communication;</p> <p>At least 5'7" tall for men and 5'4" tall for women</p> <p>f. Physically and mentally fit, submit result of Annual Physical Examination conducted within six (6) months or less prior to the projected deployment to NMP;</p> <p>g. Good moral character (Barangay, PNP and NBI Clearance)</p> <p>h. Have passed Neuro Psychiatric examination and Drug Test result administered by a PNP or NBI accredited testing agency/centers result within six (6) months prior to the deployment to NMP.</p> <p>i. Background Investigation (BI) in their 201 files</p> <p>j. With valid Security Officer License</p> <p>k. Must be fully vaccinated against COVID-19 at the expense of the agency (IATF Resolution 148-B series of 2021)</p>
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- The contract cost shall be fixed and shall not be adjusted during the contract implementation except for increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, and if during the term of the contract, both the NMP and the

winning bidder sees the need for an increase or decrease in the number of security guards, provided, however, that the ABC for the relevant year is not exceeded.

- The Security Agency shall submit complete 201 file of Security Personnel to be deployed prior to examination and/or interview for screening to be conducted by the Security Management Section. The Security Management Section shall recommend shortlisted SG/LG to the ODG for approval.
- The NMP shall require qualified personnel of the Security Agency to take a written examination. Likewise, after evaluation, security personnel shall be interviewed by NMP Security Officer prior to posting. No guard shall be posted without the final briefing and orientation of the NMP Security Management Section/Officer.
- The Area Manager/Supervisor, Detachment Commander or Assistant Detachment Commander and Shift in-Charge shall be required to conduct continuous briefing and orientation to disseminate new rules and regulations as well as policies of the NMP to all incoming and outgoing security personnel during the daily guard mounting/rank formation.
- The Security Agency shall provide Inspectorate Team to check the performance of the guards any time of the day or night to ensure that they are performing their duties and responsibilities and are not committing any prejudicial act(s) against the interest of the NMP through coordination with NMP Security Officer. For this purpose, the Security Agency authorized representative shall conduct regular inspection and submit a report to Security Management Section regarding the result and status of the inspection activity conducted by the Security Agency authorized representative. (Central Offices and RASMSOs)
- The designated Regional Manager/Supervisor/Coordinators in the Central Office and in RASMSOs shall assess and evaluate the current security status and operations in both Central and RASMSOs and submit its observations and recommendations quarterly.
- The security personnel must wear prescribed uniform by Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) (Type A uniform white/blue or Tropical uniform) especially those who will carrying firearms and assigned at the gates & perimeter areas with visible identification badges and must act in proper decorum whenever at NMP's premises on or off duty.

- The NMP Management shall also require security personnel to wear special set of uniform such as prescribed barong assigned at the galleries. This is to adapt the atmosphere of the cultural heritage setting and to avoid any damages such as scratches that could happen in collections and specimens especially Art Work that can be caused by security personnel paraphernalia. For this purpose, the security agency shall propose a special set of barongs (subject for approval of PNP-SOSIA) appropriate to a cultural heritage setting like the museum.
- The areas/specific post assignment of the security personnel shall be determined by the Security Management Section in connection with the enforcement of its policies, rules and regulations. Please refer to "ANNEX B" for the number of personnel.
- The NMP Management shall require security personnel to attend flag raising ceremony every Monday and flag retreat every Friday. This is to ensure that security personnel are updated of the new rules and regulations as well as policies and activities of the NMP.
- The Security Agency shall conduct rotation of the security personnel shall be every fifteen (15) calendar days to avoid familiarity with the personnel of the NMP. If the rotation of the security personnel will not be implemented in a particular area or post assignment for a specific period or duration, a formal written request from the Security Agency representative shall be endorsed to Security Management Section stating therein valid reason/s subject for evaluation and approval of the NMP Security Officer.
- There shall be no employee-employer relationship between the NMP and the SA. Thus, no guards shall be related by affinity or consanguinity to any NMP employees. It is expressly understood and agreed that the persons to be assigned by the SA to perform the services shall remain the employees of the SA. As such, the SA warrants that it shall fully and faithfully comply with all laws, rules and regulations pertaining to the employment, now existing or which may hereinafter be enacted, including but not limited to, the requirements of the labor Code, as amended, and the Social Security Act. The SA hereby warrants that it shall hold the NMP free from any liability arising from any accident that may befall the SA's employees while performing their duties at the NMP premises, as well as for any labor claims which the SA's employees may file against the NMP, and claims of employees, officials of the NMP or of third persons against the employees of the SA, for their acts or omission.
- The number of guards provided to the NMP maybe increased or decreased at the discretion of the NMP depending on exigency of the security concern and availability of funds.

Schedule of posting

The SA shall provide two hundred forty-five (245) licensed and competent guards who possess the qualifications prescribed for the security guards by the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP – SOSIA RA 5457) and meet the qualifications stipulated in this TOR to be rotated on an 8-hour working schedule except guards assigned at Kabayan and Angono branch

1 st shift	0600H-1400H
2 nd shift	1400H-2200H
3 rd shift	2200H-0600H
Mid Shift (Museum Operation Hours)	0930H-1730H

The abovesaid working hours is subject to change depending on the exigency. Hence, evaluation and approval of the NMP Security Officer of the proposed working hour is required.

Communication

Proof of ownership is required during opening and presentation	Quantity	
	Central Offices	Regional
a. Radio base/transceiver (with professional grade antennas/repeater to be installed at the roof top in the Central Offices)	1	For assessment of the winning bidder - (Installation of based radio and antennas for other Regional Branches)
b. Hand Held Radios with chargers (UHF with at least 8 available channels)	80	Angono - 3 Vigan – 6 Palawan – 6 Bohol – 4 Iloilo City – 5 Dumaguete - 3 Butuan -6 Zamboanga – 6 Jolo - 2
c. Extra battery packs (brand new)	40	20

d. Cellphone units with 500 prepaid loads monthly for outsourced security officers	4	At least one (1) unit per branch/site
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Logistics

Proof of ownership is required during opening and presentation	Quantity	
	Central Offices	Regional
a. Licensed .9mm pistols (good working condition) Note: The SA shall provide adequate weapons/original ammunitions. Each issued .9mm must have one (1) extra magazine loaded with required ammunitions.	28	Vigan – 2 Palawan – 3 Cebu -1 Bohol - 1 Iloilo - 2 Butuan -2 Zamboanga – 2 One (1) for other branch/site
b. Licensed Shotgun (twelve-gauge good working condition) Note: The SA shall provide adequate weapons/original ammunitions. Each issued shotgun must have six (6) ammunitions.	6	Vigan – 1 Palawan – 1 Cebu -1 Bohol - 1 Iloilo - 1 Butuan -1 Zamboanga – 1
c. LED Searchlights (at least 250 lumen and 12 hours continuous burn time – brand new)	15	One (1) per site
d. Megaphones	12	One (1) per site
e. Traffic vest and gloves	20	20
f. Emergency hard hat	60	At least two (2) for Single Post Branch/site Vigan - 10 Palawan - 10 Bicol - 4 Angono – 4 Bohol - 5 Iloilo – 6 Butuan – 5

		Zamboanga – 5
g. Functional hand-held metal detector	12	One (1) per Branch/Site
h. Search stick	12	One (1) per Branch/Site
i. Golf Umbrellas (big)	50	Two (2) per Branch/Site
j. Under chassis mirrors	10	One (1) per Branch/Site
k. Emergency response/medical kit	10	One (1) per Branch/Site
l. Eco bag (8.5x11)	200	30 pieces per branch/site
m. Plastic Keychain (Key tag)	500	50 pieces per branch/site
n. Standard Laminating Machine (8x11 and legal size (Brand New)	1	-
o. Laminating Film	5000	-
p. Desktop Computer (Brand New)	4	Bohol -1 Vigan – 1 Palawan – 1 Iloilo -1 Butuan – 1 Zamboanga - 1
q. Printer (Brand New)	2	Bohol – 1 Vigan – 1 Palawan – 1 Iloilo -1 Butuan – 1 Zamboanga - 1
r. Infrared Thermometer	15	Two (2) per branch/site

Mobility

Copy of registration/ORCR or Certificate of proof of ownership is required during opening and presentation (2018 or latest model)	Quantity	Quantity
a. AUV (action utility vehicle brand new and/or not more than 3 years fully air conditioned)	1	-
	1	

b. SUV/MUV (brand new and /or not more than 3 years fully air conditioned)		
c. Motorcycle (Brand New automatic and/or not more than 2 years, 125cc or 175cc) - Motorcycle with customized side car for the convenience of Differently Abled person, Senior Citizen and Pregnant woman	1	Cagayan -1 Kabayan -1 Palawan-1 Butuan – 1 Angono - 1
d. E-Tricycle (Brand New Capacity 4 to 6 persons)	3	-
e. Bicycle (Brand New)	4	-
f. CCTV system (that can be integrated to existing NMP CCTV system)	Minimum of 8 units	

*The Security Agency shall immediately provide additional security operational equipment when the need arises. Also, the Security Agency must replace the defective operational equipment before pulling it out for repair.

* Other operational security devices and equipment as may be demanded by the NMP Management for the efficient and effective safeguarding of the NMP premises.

* The mobility requirements stipulated above shall be used exclusively in daily security operation, emergency cases, rendering assistance and other security related matters/concern.

* Fuel and lubricants, repair and maintenance of the motor vehicle, including replacement of parts, shall be borne by the Security Agency.

VI. TRAINING REQUIREMENTS (Shouldered and facilitated by the winning bidder)

Prior to deployment the ratio of the trained security personnel to be posted must be at least 50 percent of the total deployment personnel in NMP Central Complex and Regional Area Site Museums and Satellite Offices. Below are the list of training requirements:

- j. Record keeping and incident report writing
- k. Search techniques (body, bag, vehicle, area, etc.
- l. Gun safety and Self Defense Lesson and Exercise
- m. Interpersonal communication/ Customer care and service
- n. Traffic Management Seminar
- o. Crowd Control Management
- p. Crime prevention and preservation
- q. Basic Occupational Safety and Health (BOSH)
- r. Below is the proposed schedule for disaster management and preparedness training for NMP Central Office to wit:

Proposed Schedule	Course Title	Remarks
February 2022	Fire Safety and Basic Life Support Training with corresponding drills	Participated by Security Personnel and selected NMP employees
April 2022	Earthquake preparedness with corresponding drills	Participated by Security Personnel and selected NMP employees
August 2022	Bomb threat awareness with corresponding drills	Participated by Security Personnel and selected NMP employees
November 2022	Active shooter preparedness with corresponding drills	Participated by Security Personnel and selected NMP employees

*The Security Agency shall initiate the conduct of regular quarterly drills (earthquake, fire, crowd control, bomb threat and active shooter) and other skill building programs on security and crisis management, first aid, radio communications, and other relevant topics for its security personnel in coordination with other government agencies such as PNP, NBI, BFP, NDRRMC, Red Cross, etc.

*The SA shall coordinate with NMP Security Management Section for the execution of the abovesaid activities.

VII. COMPLIANCE TO POLICIES & CONTRACT

- For clarity, the level of contract compliance must be based from the contract document followed by the security plan. Any inconsistencies thereof, the contract document must be prioritized over the security plan.
- The SA shall comply with all existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/PHILHEALTH/EC/Pag-ibig premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the NMP. For this purpose, the SA shall submit monthly, upon presentation of the bill, sworn certification that it has paid the wages, allowances and bonuses of its employees assigned to the NMP in accordance with all labor laws and adjustments mandated. In addition to the aforementioned sworn certification, the SA shall submit a monthly payroll as proof of compliance that the employees assigned to the NMP have received or have been receiving their wages and other emoluments as mandated by existing labor standard laws and other social legislations. Failure on the part of the SA to submit the required sworn certification and monthly payroll shall authorize the NMP to make direct payment of wages and other emoluments to the concerned security guards for services actually rendered.

- The SA shall post a Performance Security (duly notarized Performance Securing Declaration Form) adherence to the RA 9184 and its Implementing Rules and Regulation.
- Liquidated Damages When the contractor fails to satisfactorily deliver services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.
- The Security Agency shall be responsible for any loss, damage or injury which might be suffered by the NMP or occasioned during the working hours of the guards of the Security Agency. The Security Agency must be notified in writing, within forty-eight (48) hours, from the date of occurrence or discovery of any such loss, damage or injury by the NMP. It is expressly understood, however, that the Security Agency shall not be liable for losses or damages due to fortuitous events of force majeure.
- The Security Agency shall guarantee the payment of any losses or damage/s to property if the same is reported, verbally or in writing, to the Security Agency upon its discovery by the NMP and it is duly established during investigation that there was indeed loss or damage to NMP property; which is located in its premises/buildings/offices, being secured/guarded by the employees of the Security Agency; and it is the result of the act, omission or negligence of the guards. The cost of the damaged properties of the NMP shall be based on its current market value.
- The NMP has the right to make the necessary deduction from the claim of the Security Agency for the services it has rendered, by reason of non-payment or unjustified refusal by the Security Agency to pay the salaries and allowances and other dues on time. In such cases, the NMP may pay directly the security guards concerned for his/her salary, for the services rendered.
- The NMP Management through Security Management Section may, at its own discretion, and for whatever reason, demand the replacement/reassignment of any guard posted at the NMP premises, Regional areas, site museums and satellite offices. In this case, the

Security Agency shall, within forty-eight (48) hours from receipt of the NMP Management verbal or written demand, cause the immediate replacement/reassignment of the security personnel/s concerned.

- The Security Agency must at all times comply with NMP's policies and guidelines. Hence, approval to exemptions to the rules and regulations must first sought approval from the NMP.
- The Security Agency shall enforce compliance of minimum health standards protocols for all employees, museum visitors/guests, clients in line with IATF guidelines and LGU ordinance.
- The security personnel shall require to properly log/record the daily activities, movements, events, unusual observations and occurrences within the NMP premises. The NMP Management shall have access to the logbooks whenever required. Likewise, all records and logbooks shall be turned over to Security Management Section at the end of contract.
- The Security Agency shall secure ingress and egress within the NMP's premises of all persons or vehicles, and objects/things/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.
- The Security Agency shall immediately make the necessary reports of any incident to NMP's 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 NMP Management through Security Management Section upon discovery of incident. All documentations and necessary written reports in relation to the incident should be completed and submitted within twenty-four (24) hours.
- Enforce, implement and abide by rules, policies and regulations relative to security order and safety.
- To ensure quality security service, the SA shall maintain at least a satisfactory level of performance throughout the term of the contract based on the performance criteria which shall include, but not limited to, (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract compliance, administration and management; and (v) provision of regular progress reports on the status of NMP's premises in terms of security in accordance with the security plan. Said satisfactory level of performance shall be assessed by NMP before the end of each quarter and shall serve as basis for its rating performance or condition precedent

to evaluate whether or not the contract will be pre-terminated for failure to perform the obligation.

- The NMP Management through Security Management Section shall exercise functional and operational supervision over the security personnel in NMP Central and in RASMSOs deployed under the Contract for its implementation.
- Perform other tasks that maybe assigned from time to time, within the assigned area of responsibilities and those relevant to the security and safety of the NMP's employees, guests, visitors and properties.

VIII. OTHER TERMS AND CONDITION

- The Security Agency shall maintain a response team on a 24-hour basis to immediately act on any security situation that require immediate response to its employees and NMP employees due to national emergency and related concern at NMP Central and RASMSOs upon receipt of a notification from the NMP without any additional cost to NMP.
- In no case shall the deployed security personnel render more than 8 hours and/or 12 hours of duty in a 24-hour period due to emergency and unforeseen circumstances, may be allowed subject for evaluation and approval from the Security Management Section.
- When needed, provide security escort for NMP key officials and in the encashment of checks of large amount at banks. Likewise, during the transport of cash and valuable items of NMP.
- The winning bidder must present the security plan, risk assessment and proposals to the Security Management Section and NMP key officials upon execution of the contract.
- The NMP shall strictly enforce the PADPAO rate prescribed during the bidding process and in the submission of the bid documents. Likewise, the NMP shall not consider proposal with administrative cost lower than 24%. This is to ensure that quality of service is implemented and will not be sacrificed.
- The Security Agency shall maintain a pool of reserve guards equivalent to at least 10% of the total deployment in the NMP, Regional areas, site museums and satellite offices. A certification from the SA should be submitted to the NMP enumerating the names of the reserve guards.

- Any security personnel involved in any untoward incident, whether or not affecting the NMP or commits acts inimical or prejudicial to the interest of the NMP or its personnel, shall be relieved of assignment immediately and when relived shall be perpetually disqualified from reassignment to any other post in any premise/area, site and office of the NMP.
- The security agency shall assign (1) one security officers in regional sites and satellite offices with or with more than (8) eight security guards. The SA shall provide allowance for security officers in the amount minimum of one thousand pesos (P 1,000.00).
- The delivery cost of the daily time records of security personnel shall be shouldered by the Security Agency. Likewise, pay slips of security personnel shall be sent in the regional sites and satellite offices of their assignment.
- The SA shall provide additional security guards as maybe requested in writing by the event organizer. During approved NMP special event, the Security Management Section shall determine the number of security personnel required for the said event. Further, the Security Agency shall issue a separate billing statement and official receipt to the proponent for the payment of the rendered security service. This to ensure that quality of service is implemented and will not be sacrificed.
- Within 15 days from the issuance of Notice of award, successful bidder shall submit and endorse all deliverables stated in the bid to the end-user NMP Security Management Section for further evaluation and inspection. Failure to comply shall constitute sufficient grounds for cancellation of the award.
- After 30 day written notice, the NMP shall have the right to terminate the contract for failure to comply with the content stipulated in this term of reference.

X. TERMS OF PAYMENT

For and in consideration of the security services to be rendered by the SA to the NMP, the latter shall, during the terms of this contract, pay to the former the following amount per guard:

20. The amount of TWENTY-NINE THOUSAND SIXTEEN PESOS ONLY (P29,016.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at the Central Offices, Manila.
21. The amount of TWENTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-TWO PESOS & 25/100 ONLY (P28,472.25) inclusive of Value Added Tax per

month per security guard rendering twelve (12) hours of duty at Kabayan Burial Caves Site Museum and Satellite Office (Kabayan Main office, Tenonchol Cave and Timbak)

22. The amount of EIGHTEEN THOUSAND NINE HUNDRED EIGHTY-ONE PESOS & 50/100 ONLY (P18,981.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Cordillera Regional Museum and Satellite Office (Kiangan)
23. The amount of EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY-FOUR PESOS ONLY (P18,484.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Ilocos Regional Museum and Satellite Office (Vigan and Magsingal)
24. The amount of NINETEEN THOUSAND NINE HUNDRED NINETY-ONE PESOS ONLY (P19,991.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Batanes Area Museum and Satellite Offices (Batanes)
25. The amount of NINETEEN THOUSAND NINE HUNDRED NINETY-ONE PESOS ONLY (P19,991.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Cagayan Valley Regional Museum and Satellite Offices (Penablanca, Cagayan)
26. The amount of THIRTY THOUSAND FOUR HUNDRED THIRTY-SIX PESOS ONLY (P30,436.00) inclusive of Value Added Tax per month per security guard rendering twelve (12) hours of duty at Angono-Binangonan Petroglyphs Site Museum and satellite Offices (Angono)
27. The amount of SEVENTEEN THOUSAND THREE HUNDRED EIGHTY PESOS & 50/100 ONLY (P17,380.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Tabon Caves Area Museum and Satellite Offices (Quezon Palawan)
28. The amount SEVENTEEN THOUSAND THREE HUNDRED EIGHTY PESOS & 50/100 ONLY (P17,380.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Marinduque-Romblon Area Museum and Satellite Offices (Boac Marinduque)
29. The amount of SIXTEEN THOUSAND EIGHT HUNDRED NINETY-TWO PESOS ONLY (P16,892.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Bicol Regional Museum and Satellite Offices (Albay Bicol)
30. The amount of NINETEEN THOUSAND EIGHT HUNDRED THIRTY-TWO PESOS ONLY (P19,832.00) inclusive of Value Added Tax per month per security

guard rendering eight (8) hours of duty at Bohol Area Museum and Satellite Offices (Tagbilaran Bohol)

31. The amount of NINETEEN THOUSAND EIGHT HUNDRED THIRTY-TWO PESOS ONLY (P19,832.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Dumaguete.
32. The amount of TWENTY-ONE THOUSAND THREE HUNDRED EIGHTY-THREE PESOS ONLY (P21,383.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours of duty at Western Visayas Regional Museum and Satellite Offices (Iloilo City/ Jaro)
33. The amount of THIRTY-TWO THOUSAND SIX HUNDRED NINETY-FOUR PESOS & 75/100 ONLY (P32,694.75) inclusive of Value Added Tax per month per security guard rendering twelve (12) hours of duty at Cebu branch.
34. The amount of SEVENTEEN THOUSAND TWO HUNDRED FORTY PESOS ONLY (P17,240.00) inclusive of Value Added Tax per month per security guard rendering eight (8) hours duty at Eastern-Northern Mindanao Regional Museum and Satellite Office (Butuan and Libertad Butuan Satellite Office)
35. The amount of SEVENTEEN THOUSAND ONE HUNDRED EIGHT-ONE PESOS & 50/100 ONLY (P17,181.50) inclusive of Value Added Tax per month per security guard rendering eight (8) hours duty at Western-Southern Mindanao Regional Museum and Satellite Office (Zamboanga City)
36. The amount of SIXTEEN THOUSAND FOUR HUNDRED THIRTY-TWO PESOS & 50/100 ONLY (P16,432.50) inclusive of Value Added Tax per month per security guard rendering at eight (8) hours duty at Sulu Archipelago Area Museum Office and Satellite Office (Julu-Sulu)
37. The NMP shall pay a total contract cost of SEVENTY MILLION NINE HUNDRED NINETEEN THOUSAND ONE HUNDRED FIFTY-FOUR PESOS ONLY (P70,919,154.00) for security complement of 245 guards from January 01, 2022 to December 31, 2022.
38. The initial payment as well as subsequent payments to be made for the services of the SA shall be contained in a Bill of Collection accompanied by the following documents:
 - d. Evidence of actual rendition of service attaching thereto the daily time cards of its personnel.
 - e. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with

the provisions of existing laws, wage orders, Executive Orders, other presidential issuance and the regulations promulgated there under as well as pertinent city ordinances.

- f. Payroll of the last payday in case of subsequent payments to include proof of payment of 13th month pay.

ASSIGNMENT	NO. OF GUARDS
<u>MAIN OFFICE</u>	
National Museum of Fine Arts	40
National Museum of Natural History	30
National Museum of Anthropology	20
Eastern Section of Rizal Park	27
Liwasang GOMBURZA	3
SubTotal:	120
<u>LUZON (8hrs Duty)</u>	
Kabayan Branch - (Satellite Office)	2
Kabayan Branch - (Tenonchol Cave)	2
Kabayan Branch - (Timbak)	2
Kiangan Branch	3
Vigan Branch	20
Magsingal Branch	3
Batanes Branch	3
Angono Branch	4
Boac Branch	3
Quezon Palawan Branch	18
Albay, Bicol	5
Penablanca, Cagayan	3
SubTotal:	68
<u>VISAYAS (8hrs Duty)</u>	
Bohol Branch	7
Dumaguete	4
Iloilo Branch	11
Jaro Branch	3
Cebu	4
SubTotal:	29
<u>MINDANAO (8hrs Duty)</u>	
Butuan Branch	11
Libertad Butuan Satellite Office	3
Zamboanga Branch	10
Jolo Branch	4
SubTotal	28

Content of Security Survey/Plan (Minimum Content Requirements)

I. COMPANY PROFILE

Permit & Licenses/Accreditation

Organization

- Curriculum Vitae of Top Management
- Curriculum Vitae of Top Security Officers
- Organizational Chart
- Introduction/Background (Incorporating how the company was established)
- Latest Accomplishments/Awards/Recognitions/etc.
- Assistance program for security personnel during pandemic and emergency situation
- Outreach program to the community (Corporate Responsibility)
- Monitoring system of security detachments
- Enhancement program of security personnel in response during emergency situations
- Training programs and seminars conducted by the SA for security personnel
- Specialized courses being offered by the SA to the security personnel

II. PROPOSED SURVEY AND PLAN (these are the recommendation for implementation during the contract duration subject to approval by Director-General)

A. INTRODUCTION

- Authority for the Survey
- Date and Hour Survey was Made

B. NAME AND MISSION OF INSTALLATION

- Description of Surveyed Unit
- Mission and Installation

C. ASSESSMENT/EVALUATION OF CURRENT NMP SECURITY SET UP

- Observation per building including regional offices.
- Risk/threat/other similar significant security issues & concerns.
 - Man - Made Disaster
 - Natural Disaster

D. PHYSICAL SECURITY

- Perimeter Barriers
- Guard Force and Guard System
- Personnel identification and Movement Control
- Protective Lighting
- Alarm and Communication System
- Restricted Areas
- Utilities
- Monitoring System

E. PERSONNEL SECURITY

- Data Concerning Key Personnel
- Clearance Program
- Security Education Program
- Morale of Employees
- Absentee Rate and Labor Turn-Over

F. DOCUMENT AND INFORMATION SECURITY

- Rules and Regulation to Safeguard Sensitive Information

G. OTHER SITUATIONS AND RECOMMENDATIONS

H. EMERGENCY PLANNING

III. CREATION OF COMMITTEES AND TASK FORCE TEAM

- Quick Response Team (QRT), Emergency Preparedness Team, Complaints action Team or Similar groups.