

TERMS OF REFERENCE

PROJECT NAME: PROVISION OF SECURITY SERVICES FOR **PACKAGE 1**

I. GENERAL

1.1 This Terms of Reference (**TOR**) shall apply to the procurement of security services for **Package 1** which shall cover the following areas:

1. QUEZON CITY HALL COMPLEX/BUILDINGS AND GROUNDS

- High Rise Building
- Legislative Building
- Annex Building
- Civic Center Buildings A, B, C, D, E & F,
- Disaster Risk Reduction Management Office Building
- NGO Building
- DPOS Building
- Quezon City Public Library Building
- Community Center (BCRD) Building
- City Health Department Building
- QCH Parking Building
- ECO Trail/Lagoon
- QC Hall Grounds
- CGSD Motorpool
- All Perimeter Entrance/Exit Gates

2. UNDER PASS (Infront of Quezon City Hall)

3. PUMP HOUSE AND GENSET, Quezon Avenue cor EDSA

1.2 **R.A. 9184**, otherwise known as the Government Procurement Reform Act, and its Implementing Rules and Regulations shall govern the conduct of the bidding and the award of contract for the project.

II. RATIONALE AND BACKGROUND

The Quezon City Government under the present administration seeks to acquire an effective, efficient and up-graded security services for the purpose of safeguarding its premises, properties, acquired/recovered properties/assets, equipments, employees and its Clients from and/or against theft, pilferage, burglary, arson, vandalism, trespass and other unlawful acts. The City General Services Department (CGSD) is mandated under Article 20, Sec. 490 paragraph b(v) of R.A. 7160, otherwise known as the Local Government Code of 1991 to "Maintain and Supervise Janitorial, Security, Landscaping and other related services in all local government public buildings and other real property, whether owned or leased by the local government unit".

In view of the importance in the administration of the City's properties relative to their acquisition, custody, storage, delivery, utilization, maintenance and disposal as well as the security of the City's employees and clientele, the hiring of private security is deemed imperative to ensure their security and protection from unwarranted damages, destructions and/or losses.

The outsourcing of the security services for the City is cost-efficient and effective and more advantageous to the City than maintaining it in-house with plantilla and/or job contract positions for the following reasons:

ECONOMY: While the City Government has to insure, provide overtime, night differential and hazard pay for regular plantilla employees, the security agency shall provide all necessary security equipment such as radios, CCTV's, service vehicles, firearms, batons, maintenance and licensing, training of employees/security guards, elbow manpower, and losses/damage and salary wage cost/increases, bonuses, security guard's insurance, which shall be provided in the service contract.

EFFECTIVENESS AND EFFICIENCY: The familiarity and friendship between the security guards and employees will be avoided due to regular reassignment/re-shuffle of security guards from one post to another. Thus, biases, paternalism and security breaches will be prevented. Immediate removal in case of unsatisfactory performance of the employee can hardly be done on employees with regular plantilla positions on the basis of the observance of due process.

Moreover, one hundred percent (100%) posting is assured due to availability of relievers at all times and there is a provision for the twenty percent (20%) elbow room of the total number of security personnel without additional cost to the City Government that will be provided in cases of emergency. Also, mobility and efficiency of the security force will be maintained because of the required age bracket in the service contract.

While the City Government have to bear the losses for items not covered by insurance and surety bonds, the Security Agency shall assume full responsibility for any loss or damage to properties covered by the service contract, except losses or damages caused by fortuitous event or Force Majeure.

The capability of each security agency, based on the eligibility requirements and technical and financial proposals, will be verified and/or validated. This includes the validation of its legal documents and the verification of its technical requirements to determine the legality of its existence and its capability to responsive to the needs of the City Government.

III. DEFINITION OF TERMS

The following words, expressions and abbreviations shall have the meaning hereby assigned to them, except where the context requires otherwise. Words imparting the singular only include the plural and vice versa where the text requires.

1. BIDS – means the eligibility / technical proposal / financial proposal as requirements to be submitted with the BAC-GOODS.
2. QC BIDS AND AWARDS COMMITTEE ON GOODS AND SERVICES (QC BAC-Goods & Services) – the committee tasked to conduct public bidding by the City Government pursuant to IRR of RA 9184.
3. CGSD – City General Services Department
4. CITY GOVERNMENT – refers to the Quezon City Government represented by its City Mayor or his representative.
5. CONTRACT – means an agreement made between the Quezon City Government and the security agency for the execution of and payment for the work as defined in the Contract documents.
6. CONTRACT PRICE – the sum or sums in peso value indicated in the Financial Proposal.
7. ELIGIBLE BIDDERS – refers to any security agency that passes the eligibility requirements of the QCBAC-Goods of the City Government.
8. EQUIPMENT AND LOGISTICS – refers to vehicle, electronic and/or equipment devices, signages, fire fighting equipment and other prescribed security equipment and paraphernalia ready for use of the security guard while performing his/her duty in the event of emergency situations.

9. FURNISH, SUPPLY OR PROVIDE – shall include all work done and all expenses including labor, materials, overhead (plus taxes and profits) incurred by the Security Agency, a specified item, article or piece of apparatus or equipment, and unless otherwise specified, to be added at the expense of the Security Agency.
10. PACKAGE – means one installation or group of different installations of offices/buildings of the City Government for the purpose of the bidding, the security services of which will be awarded to one security agency.
11. PRIVATE SECURITY PERSONNEL – refers to the natural persons which include private security guards, security consultants, security officers, and others that may be classified later, rendering/performing security and/or detective services as employed by private security agencies and/or private firms, as defined on Rule III Section 1 item g. of the Implementing Rules and Regulations of RA 5487.
12. RESERVED SECURITY PERSONNEL – refers to the security personnel of the security agency consisting of at least twenty percent (20%) of the total security personnel of the concerned security agency for a particular package that are readily available for posting at any given time in cases of emergency or when there is an immediate need by the City Government for special activities and/or events without additional cost to the City Government.
13. SECURITY AGENCY - the individual, firm, partnership, corporation, which undertakes the contract of work herein described.
14. SECURITY AGENCY CONTRACT – the security services, equipment and materials to be provided and all the work to be done by the successful bidder under the contract.
15. SECURITY AGENCY REPRESENTATIVE – means the person who is duly authorized by the contractor to take charge of matters concerning work in behalf of the contractor.
16. SECURITY GUARD – refers to the definition stated on Rule III Section 1 item e. of the Implementing Rules and Regulations (IRR) of R.A. 5487.
17. SECURITY OPERATIONS OFFICER – High ranking officer (Part of the organizational structure of the security agency) who shall represent the security agency and oversee the efficient operations of their security personnel in the entire Package 1 **without additional cost** to the City Government.
18. SECURITY PLAN - the method, management or strategy of the security agency in implementing its services to the City Government.
19. SECURITY SITE – means buildings, premises, compound, assets and offices of the City Government to be secured.
20. STATUTORY OBLIGATIONS – means monetary and administrative obligations required by law.
21. SUCCESSFUL BIDDER – means the bidder selected for award of the contract.
22. TECHNICAL WORKING GROUP – a group created to assist the Bids and Awards Committee on Goods in order to prepare the bidding documents, bid evaluation and awarding of contract for security services, pursuant to IRR of RA 9184.

IV. SCOPE OF WORK

4.1. The Security Agency for **Package 1** shall provide security service to the City generally along with the Standard Operating Procedure (SOP) and Security Plan of the Security Site and which forms an integral part of the service contract. The security agency shall have the responsibility for the deployment of security personnel to protect the City's premises, properties, acquired/recovered properties/assets, equipments, employees and clients against lawless violence and other similar occurrences that may happen at the security sites provided herein.

4.2 The security agency shall provide appropriate number of security personnel per package for the security services to patrol, guard, protect and keep watch of the office premises, officials and employees, properties and records of the Quezon City government in accordance with the existing laws, taking into consideration the locations as set-forth in the TOR. This shall serve as the primary deployment plan.

4.3 *In urgent cases, the City Government may transfer security guards from this package to other City Government owned/acquired properties/facilities, whether within or outside of this package to avoid loss of life or damage to property. It shall be covered with Notice to Transfer from the CGSD duly conformed by the Security Agency.*

The Security Agency, pursuant to Section 4, Rule VII of the Revised Implementing Rules and Regulations of R.A. 5487 must issue Duty Detail Order (DDO) to the guards to be transferred.

4.4 In the event that the City Government is in need of additional security guards to City Government owned, acquired/recovered property outside of the AOR of this Package, it may avail itself of the RESERVED SECURITY PERSONNEL as defined herein, which shall be made available for temporary deployment as maybe determined by the procuring entity, such as but not limited to the events and situations whenever applicable.

a) Emergency Situations:

- Mass Action Protest/Rally/Strike
- Fire
- Earthquake
- Typhoon
- Bomb Threat/Scare etc.
- Pandemic/epidemic (Spread of disease)

b) Special activities and/or events of the City Government:

- State of the City Address
- Tax Paying Season
- Christmas Season

c) Securing City Government existing and recovered assets or properties.

Otherwise, the City Government may resort to amendment to order as provided in the Implementing Rules and Regulations of RA 9184.

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

5.1. The cost of the project is FIXED in the amount of ***Eighty Eight Million Seven Hundred Fifty Thousand Eight Hundred Twelve (P88,750,812.00)*** for **Package 1**, payable in twelve (12) equal monthly payments. It covers ***One Hundred Fifty Eight (158)*** security personnel, inclusive of One (1) Detachment Commander, One (1) Assistant Detachment Commander and Two (2) Shift-In-Charge (SIC) and all the required services and equipment.

The average rate for a security guard shall be based on the existing **PADPAO RATE NCR NO. 23** equivalent to *Forty Six Thousand Eight Hundred Nine Pesos and Fifty Centavos (P46,809.50)* for Twelve (12) hours duty.

COST DERIVATION

| | | |
|----------------------------------|---|-----------|
| Amount to Guard – New Daily Wage | P | 570.00 |
| Basic Ave. Pay | P | 18,734.00 |
| Night Differential | | 936.70 |
| 13 th month pay | | 1,444.79 |
| 5 days incentive pay | | 237.50 |

| | | |
|-------------------|---|------------------|
| Uniform allowance | | 100.00 |
| Overtime pay | | <u>11,863.84</u> |
| | P | 33,316.83 |

Amount to government in favor of guards

| | | |
|------------------------------|---|---------------|
| Retirement Benefits | P | 1,068.75 |
| SSS premium | | 1,700.00 |
| SSS Mandatory Provident Fund | | 425.00 |
| Philhealth Contribution | | 374.68 |
| State Insurance Fund | | 30.00 |
| Pag-Ibig Fund | | <u>100.00</u> |
| | P | 3,698.43 |

a. Total Amount to guard and government pay P 37,015.26

b. Agency Fee (Admin. Overhead Miscellaneous) 8,744.86

c. Value Added Tax 1,049.38

PADPAO RATE / Guard P **46,809.50**

x no. of guards **158**

x no. of months **12**

CONTRACT PRICE

P 88,750,812.00

| POSTING AREA | NUMBER OF SECURITY PERSONNEL |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1) QUEZON CITY HALL COMPLEX/BUILDINGS AND GROUNDS | 1 Detachment Commander |
| | 1 Asst. Det. Commander |
| | 2 Shift-In-Charge (SIC) |
| <ul style="list-style-type: none"> ➤ High Rise Building ➤ Legislative Building ➤ Annex Building ➤ Civic Center Buildings A, B, C, D, E & F, ➤ Disaster Risk Reduction Management Office Building ➤ NGO Building ➤ DPOS Building ➤ Quezon City Public Library Building ➤ Community Center Building ➤ City Health Department Building* ➤ QCH Parking Building ➤ ECO Trail/Lagoon ➤ QC Hall Gounds ➤ CGSD Motorpool ➤ All Perimeter Entrance/Exit Gates | 148 Security Guards |
| 2) UNDER PASS (QC Hall) | 4 Security Guards |
| 3) Pump House And Genset, Quezon Avenue cor EDSA | 2 Security Guards |
| Total Number of Security Personnel | 158 Security Personnel |

- 5.2. One (1) Security Operations Officer (Overhead) to represent and oversee the efficient operations of the entire Package 1 without additional cost to the City.
- 5.3 One (1) **Occupational Safety and Health Officer** to oversee the safety in the workplace in compliance to the basic health protocol (DOLE accredited Occupational Safety and Health training) without additional cost to the City Government.
- 5.4 One (1) Detachment Clerk and one (1) Detachment Liaison Officer to perform clerical and liaisons works of the security detachment without additional cost to the City Government.
- 5.5 One (1) Detachment Driver stationed in QC Hall security detachment to drive the assigned Security Agency's service vehicle in their regular security operations and during security inspection of CGSD-BGMD Security Inspectorate Unit outside of QC Hall without additional cost to the City.
- 5.6 The contract includes the provisions for the **twenty percent (20%) RESERVED SECURITY PERSONNEL** as defined under Article III Definition of Terms Section 19.
- 5.7 Provision of at least six (6) security guards in the manpower roster with Licenced to Operate electronic security system such as CCTV .
- 5.8 In case where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other act of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

VI. CONTRACT DURATION

- 6.1. The duration of this Agreement shall be for a period of One (1) year from the acceptance of the Security Agency of notice to proceed with the contract.
- 6.2. During the contract duration, CGSD shall conduct an assessment or evaluation of the performance of the Security Agency based on the given criteria.
- 6.3. The Security Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The Performance criteria shall include, among others, the following: (i) quality of service delivered, (ii) time management, (iii) management and suitability of personnel, (iv) contract administration, and (v) provision of regular process report.

VII. CRITERIA FOR PROSPECTIVE BIDDERS

7.1. ELIGIBILITY CRITERIA

Only eligible Private Security Agency falling under the following categories will be allowed to join.

- a. Duly organized Private Security Agency under Rule IV-License to Operate on Section 1. of the Implementing Rules and Regulations (IRR) of R.A. 5487. " Who may organize and maintain a private Security Agency and Private Detective Agency – Any Filipino citizen or corporation, association, partnership, One Hundred percent (100%) of which is owned and controlled by Filipino citizens, may organize and maintain a Private Security Agency or Private Detective Agency"

- b. All bidders must submit a clearance/certificate of NO PENDING CASE, CLAIMS and/or LIABILITY from all the clients whom the Security Agency had a similar contract in the last three (3) years including its single largest similar contract. The similar contracts referred to above must be equivalent to at least fifty percent (50%) of the ABC. **Failure** to submit the clearance/certificate of NO PENDING CASE, CLAIMS and/or LIABILITY shall be a ground for Bid Disqualification.

7.2 TECHNICAL CRITERIA

7.2.1. The Bidder must comply with the technical criteria, which shall be the basis of the evaluation of its technical proposal, as prescribed in the Guidelines of Government Procurement Policy Board (GPPB) specifically Appendix 23 1.0 which states that *"It is recognized, however, that the proper and efficient procurement of security and janitorial services should be based not solely on cost, but should also take into consideration a range of toher factors, such as, but not limited to, length of contract, standards of internal governmence, adequacy of resources, levels of training, and adherence to labor and other social legislation"* and in the minimum standards set by the BAC-Goods, to wit;

1. STABILITY

- a. The bidder must have at least **Five (5) years** of experience in the field of security service provider.
- b. The bidder must have the financial capacity during the duration of the contract to support its obligations as a Security Agency with the City Government.
- c. The bidder must have the organizational capability of their Security Agency in response with the City's requirements and with a minimum of **200** security personnel.
- d. The bidder must submit a copy of three (3) latest Monthly Disposition Report (MDR) submitted to the PNPSOSIA.

2. RESOURCES

- a. Appropriate number of licensed firearms of the Security Agency to be used by the security guards during their tour of duty. The bidder must submit a photocopy of licensed of all individual firearms to be use for this project.
- b. Appropriate number and kind of communication devices/equipment to be used by the security guards during their tour of duty.
- c. Appropriate number and kind of four (4) and two (2) wheel motor powered vehicles of the Security Agency to be used by the security guards while roving within the Security Site and in cases of emergency. The bidder must submit a photocopy of certificate of registration (CR) and official receipt (OR) for all the vehicles to be deployed for this project.
- d. Must have appropriate number of licensed, qualified and competent security personnel to be deployed in different security sites/installations of the City.
- e. Security Agency shall provide security guards with equipment and materials such as communication units, uniforms, firearms, nightsticks, flashlight, raincoats, standby patrol/emergency service vehicles and metal detectors and other security paraphernalia at its expense (the type and number of equipment to be provided shall be specified in the Technical Proposal.
- f. Affidavit of undertaking must be submitted during the opening of bids as part of the technical requirement for all the equipment to be installed and use during contract implementation

3. SECURITY PLAN

- a. Upon procurement of Bid Documents, the bidder must secure a Gatepass or Permit from the CGSD prior to the conduct of Security Survey of the Security Sites. The same must be acknowledged by the concerned Administrators of the Security Sites or *the end-user* confirming that the Bidder had conducted an actual Security Survey.

- b. The Security Plan must be submitted to the QC BAC – Goods and Services, subject to certain changes as the case may be for the best interest of the City. The following must be included in the submitted security plan;

1) *Disaster Risk Reduction Management Plan for*

- *Typhoon and Flood*
- *Fire*
- *Earthquake*
- *Pandemic/epidemic (spread of disease)*

2) *Security Management Plan for*

- *Terrorism and Bomb Threats.*
- *Mass Action/Rally*
- *Sites Security and Safety*
- *Crime Prevention*
- *Physical Security*
- *Personnel Security*
- *Protection of Sensitive Information*
- *Turn-over or Transition*

- c. The Security Plan must be based on the herein categories;

- Sufficient number of Licensed and Qualified Security Personnel.
- Sufficient number of Firearms, Transportation and Equipment.
- Organizational Structure
- Plan of Execution.

- d. The Security Plan shall provide a minimum requirement of all miscellaneous items listed hereunder as enumerated in their Technical Proposal:

1) Personnel Identification, movement and Control:

Printing of color-coded passes ID cards must be provided for by the Security Agency upon approval by the CGSD of the design and contents.

- a) Taxpayer's/visitor's/transacting public ID cards
- b) Contractor's ID cards
- c) Supplier's ID cards

2) Vehicle and Parking Control:

- a) Comprehensive Vehicle and Parking Control Management Plan.
- b) Printing of celluloid stickers and/or car pass at the Security Agency's expense upon approval of design & contents by the City (initial 250 pieces of celluloid sticker and 250 pieces of car pass valid for 1 year as proposed)

3) Equipment:

TO BE PRESENTED DURING POST QUALIFICATION INSPECTION

1. FIREARMS AND AMMUNITIONS

| PARTICULARS | QUANTITY |
|---------------------|--------------|
| a. 9 MM | 109 units |
| Ammunitions | 1,526 rounds |
| b. 12 Gauge Shotgun | 4 units |
| Ammunitions | 120 rounds |

2. COMMUNICATION EQUIPMENT

| PARTICULARS | SPECIFICATIONS/DESCRIPTION | QUANTITY |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. VHF Radio Base with repeater | With NTC registration, complete accessories, and repeater (antennae, extension cord, power supply with 5pc. 6smf batteries in case of brownout) | 1-set |
| 2. Handheld Radio Transceiver | VHF- with NTC registration & caller I.D. (5-units to be issued to CGSD-BGMD Security Unit) with reserve battery packs | 88 units |
| 3. Mega Phone | With reserve battery packs | 5-units |
| 4. PA System for High Rise, Annex, and Legislative Buildings | Clear sound and complete accessories (Amplifiers, speakers etc.) | 1-set per building |

3. TRANSPORTATION

| PARTICULARS | DESCRIPTION/SPECIFICATIONS | QUANTITY |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Four Wheel Vehicle | 2015-up model Multi Purpose Vehicle (MPV) in good running condition and with gas allocations and LTO registration | 1-unit |
| Vehicle Accessories | | |
| a. Mobile PA System | Clear sound and complete accessories | 1-set |
| b. Mobile Radio Base System | With NTC registration and complete accessories | 1-set |
| 2. Motorcycle | 2015-up model 150cc in good running condition and with complete accessories, crash helmet and LTO registration | 2-units |

4. OTHER EQUIPMENT

| PARTICULARS | DESCRIPTIONS/SPECIFICATIONS | QUANTITY |
|----------------------------|----------------------------------------------------|------------|
| 1. Rainboots | <i>Rubberized and heavy duty</i> | 70 - pairs |
| 2. Traffic Vest | Luminous | 70 units |
| 3. Traffic Gloves | Luminous | 70 pairs |
| 4. Metal Detector | <i>With complete accessories and spare battery</i> | 15 - units |
| 5. Under Chassis Mirror | Heavy duty, convex mirror | 8-units |
| 6. Umbrella | <i>Big</i> | 18 - units |
| 7. Raincoat | <i>Standard, reflectorize/luminous</i> | 70-units |
| 8. Search Light | Heavy Duty and Rechargeable | 14 - units |
| 9. Firearms Depository Box | <i>Steel Fabricated</i> | 15 - units |
| 10. Key Holder Box | Capacity of 20 keys per box | 8 - units |
| 11. Bullet Unloading Box | <i>Wood - 2ft x 3 ft x 2 ft</i> | 10 - units |
| 12. Guard's Podium | <i>Stand Type w/o drawer</i> | 15 - units |

**AFFIDAVIT OF UNDERTAKING FOR EQUIPMENT AND OTHERS TO BE PROVIDED
DURING CONTRACT IMPLEMENTATION**

(Affidavit of undertaking must be submitted during the opening of bids as part of the technical requirement.)

1. **CCTV MONITORING SYSTEM** – The CCTV system must have a COMPLETE package/accessories such as HD LED (32" w/16 channels) monitor, HD DVR, and HARDRIVE enough to efficiently run the system and with a footage retention period of at least 30 days with CCTV Technician for repair and maintenance purposes to ensure continuous and efficient CCTV operations 24/7 without additional cost to the City Government.

| PARTICULARS | SPECIFICATION/DESCRIPTION | QUANTITY |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------|
| 1. CCTV Surveillance camera with complete package/accessories for common areas such as lobby, hallways, parking areas, grounds, gates & building entrances etc. (See <i>Installation List</i>) | INDOOR TYPE IP (Weather Proof) HD CAMERA with Infrared (IR) 720-960 Horizontal Mega Pixel-resolution. | 260 – units |
| | OUTDOOR TYPE IP HD CAMERA with Infrared (IR) 720-960 Horizontal Mega Pixel-resolution. | 140 - units |
| Total Number of CCTV Camera | | 400-units |

**FOR INSTALLATION OF CCTV CAMERA
QUEZON CITY HALL BUILDINGS AND COMPOUND**

INDOOR

| LOCATION | | NO. OF UNITS |
|--------------|-----------------------------------------------------------------------------------------------------------------|--------------|
| 1) | Main building (High Rise) –basement to 15 th floor Lobby and stairway, Bulwagan, Executive Lounge | 95 |
| 2) | Treasury building (Annex) –ground to 3 rd flr Hallway, stairway, payment & assessment lounge | 42 |
| 3) | Legislative building- ground to 3 rd flr. Lobby, hallway, stairway, session hall, lecture room | 37 |
| 4) | Civic A – basement to 8 th flr Lobby and stairway | 18 |
| 5) | Civic B – basement to 8 th flr. Lobby and stairway | 18 |
| 6) | Civic C- ground to 3 rd flr Lobby and stairway. | 10 |
| 7) | QC Public Library – ground flr. | 4 |
| 8) | QC Hall Underpass | 6 |
| 9) | Health/OSCA Bldg. | 4 |
| 10) | CGSD Motorpool | 2 |
| 11) | DRRMO Bldg Ground including BFP garage | 4 |
| 12) | Quezon City Health Department Building-Ground to higher floors, lobby, stairway | 10 |
| 13) | Community Center Building (BCRD)- Ground to higher floors, Lobby, stairway | 10 |
| TOTAL | | 260 |

OUTDOOR

| LOCATION | | NO. OF UNITS |
|--------------|---------------------------------------------------------------------------|--------------|
| 1) | Gate 1 entrance –including road and parking area | 4 |
| 2) | Gate 2 exit –including road and parking area | 4 |
| 3) | Gate 3 entrance exit including road | 4 |
| 4) | Gate 4 exit | 2 |
| 5) | Gate 5 exit | 2 |
| 6) | Gate 6 entrance/exit | 2 |
| 7) | Gate 7 exit | 2 |
| 8) | Gate 8 exit | 2 |
| 9) | Gate 9 exit | 2 |
| 10) | Gate 10 including road and parking area | 4 |
| 11) | Covered walk – in front of Main Bldg | 4 |
| 12) | Covered walk – across Civic C | 2 |
| 13) | Inner Quadrangle | 6 |
| 14) | Q.C. Hall Plaza | 6 |
| 15) | Q.C. Hall Lagoon | 6 |
| 16) | Gabriel Silang Eco-trail | 6 |
| 17) | Mini park (back of DPOS bldg.) | 2 |
| 18) | Perimeter of Parking Bldg (motorcycle/ bicycle parking) | 8 |
| 19) | Parking Area - City Library (cars, motorcycle, bicycle parking) | 4 |
| 20) | Parking Area-DPOS | 2 |
| 21) | Parking Area -NGO | 2 |
| 22) | Parking Area -DRRMO | 2 |
| 23) | Parking area between Civic C and D | 2 |
| 24) | Parking area – Treasury building (Annex) | 4 |
| 25) | Parking Area – City Councilors | 2 |
| 26) | Manuel L. Quezon Shrine | 2 |
| 27) | Rizal Shrine | 2 |
| 28) | Bonifacio Shrine | 2 |
| 29) | Maintenance enclosure (Genset/Cistern tank/pumps) | 4 |
| 30) | Road between HOJ Bldg. and DOJ Bldg. | 4 |
| 31) | Road between HOJ Bldg. and Legislative Bldg. | 4 |
| 32) | Temporary Vending Site (Talipapa) | 2 |
| 33) | Mayaman St. (MLQ) – Kalayaan St. to East Ave. | 6 |
| 34) | Makatarungan St. – Kalaayan St. to East Ave. | 6 |
| 35) | Perimeter along Kalayaan St. | 4 |
| 36) | Perimeter along East Avenue | 4 |
| 37) | Perimeter along Elliptical Road | 4 |
| 38) | Quezon City Health Department Building – Parking area and surroundings | 5 |
| 39) | Community Center Building Parking area and surroundings | 5 |
| TOTAL | | 140 |

| SUMMARY OF CCTV CAMERA | |
|------------------------|------------|
| INDOOR | 260 |
| OUTDOOR | 140 |
| GRAND TOTAL | 400 |

2. OTHER EQUIPMENT

| PARTICULARS | SPECIFICATION/DESCRIPTION | QUANTITY |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------|------------|
| 2. Walk Through Security Scanner | Metal detector, with audible alarm and visual led light signal, sturdy, reliable electronic mechanical construction | 11-units |
| 3. Steel Door Locker Cabinet | 6ft.x 3ft. w/15 openings (doors) | 11 - units |
| 4. Guard House | Standard Design | 4-units |
| 5. Traffic Cones | Orange PVC cone BIG reflectorized | 40 - units |

4. Marksmanship Training and/or Gun Safety Handling for all security personnel for at least once a year must be undertaken at the Security Agency's expense.

5. Contingency Plans for:

- a) Natural calamities;
 - Typhoon
 - Flood
 - Earthquake
- b) Man made calamities;
 - Fire
 - Strike, Public Demonstration/Rally
 - Bomb Attack/Threats
- c) Crime Prevention;
 - Hold-up
 - Robbery
 - Carnapping
 - *Kidnapping*
 - *Salisi*
 - Budol – Budol
 - *Fixing*
 - *Pick Pocketing/Snatching*
 - And other petty crimes

6. Extra Security Services – Five (5) K-9 Bomb Sniffing Dogs (overhead)

Must have passed the evaluation and/or certified by the PNP EOD Bomb Squad Unit to ensure competency and credibility of the dogs and the handlers. *

Duties and responsibilities:

1. Conduct routine inspection/panelling of the installations.
2. Conduct inspection/panelling before and after any events or activities.
3. Coordinate and cooperate with the Police Authority when necessary.

7.3 FINANCIAL CRITERIA

7.3.1 Financial proposal sheet must be submitted with cost derivation of bid including the detailed cost estimate derivation showing the number of security guards, rate, equipment, miscellaneous cost, etc.

7.3.2 The Financial Proposal Submission Sheet of the bidder shall state the total lump sum amount of bid. Prices shall be quoted and bidden in Philippine Peso. Prices quoted shall be fixed and will not be subject to variation or price escalation on any account. All Bids that exceeded the ABC shall not be accepted. The bid must be complete; partial bids are not allowed, unless otherwise stated in the ITB. The following costs (direct or incidental) are deemed included in the Bid Prices:

- a. All taxes of any kind or nature, like value-added-tax, income taxes, municipal or local taxes;
- b. Insurance, fees, charges, permits, licences chargeable on the goods; and
- c. Any other relevant or material cost.

VIII. AWARDING OF CONTRACT

8.1 A Notice of Award shall be issued to the bidder with the best and most advantageous responsive bid and the successful bidder or his duly authorized representative shall execute the contract with the City Government within ten (10) calendar days from receipt of the Notice of Award.

8.2. The supplier/contractor must deliver/provide the equipment stated in the undertaking for equipment to be provided during contract implementation within fifteen (15) days from the start of the contract. The winning bidder must pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods or services scheduled for delivery or performance for every day of delay.

8.3 Refusal of the winning bidder to enter into contract within the stipulated time shall be a ground for possible forfeiture of its bid security and imposition of appropriate sanction.

IX. MINIMUM QUALIFICATIONS OF SECURITY PERSONNEL

9.1 The Security Agency shall assign to the City a certified-trained, experienced, licensed, uniformed, armed, bonded, and **fully vaccinated with at least 1st booster shot of COVID-19 vaccine** security personnel and who shall meet the following qualifications:

- 1) **Detachment Commander**– must be a retired commissioned Military or PNP officer with Certified Security Professional (CSP) Training and a minimum of **three (3) years experience** as Detachment Commander.
- 2) **Assistant Detachment Commander** – must be a retired commissioned Military or PNP Officer with Certified Security Professional (CSP) Training and has a minimum of **one (1) year experience** handling a minimum complement of one hundred (100) guards per detachment. Assistant Detachment Commander must possess all qualifications listed for Shift-in-Charge.

Additional Requirement for Detachment and Assistant Detachment Commander:

1. Must not exceed **65** years old.

- 3) **Shift-In-Charge (SIC)** – must have a with a minimum of one (1) year experience as Security Officer handling a minimum complement of Fifty (50) security guards/detachment, and must possess all qualifications listed for security guards.

In addition:

- a) Must be a college graduate
- b) Has undergone a Security Supervisory Course
- c) Must be able to speak both English and Filipino
- d) Has an adequate writing skills
- e) Must be Certified Security Professional (CSP)
- f) Computer literate

4.) Security Guards

The qualification of security personnel to be posted must conform to the Revised Rules and Regulation Rule III governing the organization and operation of Private Detective and Watchman and Security Guard Agencies pursuant to Sec. 17 of R.A. 5487 and other existing laws of the land such as:

- a) Filipino Citizen
- b) College level or *at least Senior High School graduate* or graduate of any 2 year vocational/technical course)
- c) Must at least **21-56** years of age
- d) Physically and Mentally Fit
- e) Has undergone Pre-Licensing Training Course
- f) At least **5'4"** in height for male guard and **5'2"** for female guard
- g) Minimum of at least **one (1) year experience** as security guard and must not possess any of the disqualification listed in Section 2 Rule II or RA 5487. Such as:
 - Dishonourably discharged from the government or government owned or controlled corporation
 - Being mentally incompetent
 - Addicted to the use of narcotics drugs
 - Habitual drunkard
 - Must not been convicted of any crime involving moral turpitude.
- h) Must be **FULLY VACCINATED** with at least 1st Booster of COVID-19 Vaccine
- i) Security guards to be posted must have undergone the herein listed trainings/seminars;
 - Gun-Safety Handling Training
 - Bomb Threat Information and Management Training/Seminar
 - Rescue/Emergency Preparedness Training/Seminar
 - First Aid/Basic Life Support Training/Seminar
 - Fire Fighting/Safety Seminar (to include use of fire fighting equipment)
 - Building Security and Safety Training
 - Crime Prevention Training/Seminar
- i) Security personnel to be posted shall also undergo (during contract implementation);
 - Training/seminar on Ordinance No. SP 2127-S, 2012 "An Ordinance Prohibiting the Use of Plastic and Styrofoam in Quezon City Hall Complex, Novaliches District Center (NDC), Quezon City General Hospital (QCGH) and Novaliches District Hospital (NDH) for Efficient Garbage Disposal and to Reduce Risk to Health and Well Being".

- Public/Front liner Courtesy Seminar.
- And other pertinent training/seminars being required by the City.

And at **least 20%** of the total number of security guards has **specialized training** on;

- a) Bank Security.....for Treasury
- b) Personnel Escort.....for VIP
- c) Special Event Security.....for City Government sponsored special event and activities

9.2 All security personnel to be posted with the City Government shall wear the prescribed, proper and complete uniform during the entire tour of duty as well as **sash** (during special events/activities) to be provided by the Security Agency for special City Government activities and must comply with the following requirements prior to posting.

Security Personnel's uniform:

Security Officers: (Detachment Commander, Assistant Detachment Commander, Shift-In-Charge) *

- 1. Top.....Standard **white or light blue** POLO Barong
- 2. Bottom.....Standard long black pants
- 3. Shoes.....Standard black charol

Security Guards

- 1. Top.....White long sleeves with necktie
- 2. Bottom.....Standard long navy blue pants (both for male and female)
- 3. Headgear.....Standard Police Cap
- 4. Shoes.....Standard black charol
- 5. 1 set of medical kit for each guard
- 6. All pertinent accessories (sash, name plate, patches, etc.)

X. MANPOWER REQUIREMENTS

10.1 Security Agency shall provide the City with security detachment with **One Hundred Fifty (158)** security personnel inclusive of one (1) Detachment Commander, one (1) Assistant Detachment Commander and two (2) Shift-In-Charge (SICs) to command the detachment under the **Package 1**.

All of whom are adequately armed and who shall each render twelve (12) hours work per day within a 24-hour period including Saturdays, Sundays and Holidays of continuous and efficient security service in accordance with the Security Plan, provided that the Security Plan may be revised as the need arises subject to the approval of the City.

At the start of each month, the Security Agency shall submit the list of qualified security guards and their deployment to the Chief -CGSD. It is agreed that in case of absences, Security Agency shall provide relievers who are equally competent and duly licensed security guards.

Further, regular **re-shuffle** of security guards from one post to another must likewise be effected at least every **Fifteenth and Thirtieth (15th & 30th) day of the month** to forestall familiarity with the employees and the areas being secured in order to strictly enforce standing policies rules and regulations of the City and other existing security protocols.

Considering the nature of work of the security guards that requires more **physical** agility and mobility to *perform the assigned task efficiently and effectively* within the twelve (12) hours duty, the Security Agency is advice not to deploy **pregnant** lady guard to avoid any untoward incident that might affect her health condition and/or **miscarriage** while on the tour of duty.

10.2. The Security Personnel to be assigned in the Security Site shall render the following duties and functions in accordance with their positions/designations, such as, but not limited to the following:

- 1.) **Detachment Commander** – The highest Security Officer of the Security Agency in the Security Site who has complete command or control over the detachment and sub detachments to comply with the provisions of the security services contract with the City.
 - a. Impose disciplinary action to the erring security guards and commend those showing impressive performance.
 - b. Conduct continuous assessment of the security situations and make recommendations to the client for the improvement of the security system.
 - c. Conduct orientation on the newly assigned security guard/s to make them aware of the existing Policies, Rules and Regulations including do's and don'ts in the assigned area;
 - d. Conduct pre-posting formation (Guard mounting) to all incoming security guards, check the attendance of security guards to be posted for a particular SHIFT and in the event of lack of security guard/s due to absences and on-official leaves, replacement or substitute from the relievers should be made immediately.
 - e. Check the uniform of the incoming security guards. Only those who have complete clean, proper uniform and complete paraphernalia should be allowed to render duty.
 - f. Act as a channel of communication between his subordinates, the Security Agency, the City and with the other Law Enforcement Agencies;
 - g. Conduct weekly or monthly meeting to discuss problems and plans affecting security operations.
 - h. Conduct investigation relative to the security problems in the premises.
 - i. Perform other functions/duties that may be required and/or be assigned by the City.
- 2.) **Assistant Detachment Commander** – The second highest Security Officer of the Security Agency in the Security Site. Most often his work hours are different from the Detachment Commander to balance the supervision and control of the security guard force.
 - a. Provide command and control of the security detachment and sub-detachments during his tour of duty;
 - b. Submit names of the erring security guard to the Detachment Commander for disciplinary action;
 - c. Conduct pre-posting formation (Guard mounting) to all incoming security guards. Check the attendance of the security guards to be posted in a particular SHIFT and in the event of lack of security guard/s due to absences and on-official leaves, replacement or substitute from the relievers should be made immediately;
 - d. Check the uniform of the incoming security guards. Only those who have clean, proper uniform and complete paraphernalia should be allowed to render duty;
 - e. Conduct orientation on the newly assigned security guard/s to make them aware of the existing Policies, Rules and Regulations including do's and don'ts in the assigned area;
 - f. Conduct continuous assessment of the security situation and make recommendations to the Detachment Commander for the improvement of the security system;
 - g. Conduct investigation relative to the security problem/s in the premises;

- h. Perform other functions/duties that may be given to him by the Detachment Commander and/or as may be required by the City.
- 3.) **Shift-in-Charge (SIC)** – the third highest Officer that runs the detachment. Most often, he works at the same shift with the detachment or the assistant detachment commander when the work schedule is divided into two shifts, however when the work hours are divided into three shifts, he takes one shift (most common is the middle shift) and performs as over all head of security guards during his assigned shift.
- a. In the absence of the detachment commander and/or the assistant detachment commander, he serves as the overall head of the security detachment.
 - b. Submit the names of the erring security guards to the detachment or assistant detachment commander.
 - c. Conducts proper deployment of security guards to their assigned areas;
 - d. Helps and assists other security guards who encounter problems and difficulties while in the performance of their duties;
 - e. Monitors and inspects all posted security guards to ensure that they are on their respective post and doing their work properly;
 - f. Reports to the detachment commander of assistant detachment commander any untoward incident while doing an area inspection;
 - g. Reports to the detachment commander of assistant detachment commander the presence of suspicious looking person, ambulant vendors, and other persons doing unlawful acts within the premises of the client;
 - h. Submit daily accomplishment report to the assistant detachment commander/detachment commander;
 - i. Makes a written report of the entire incident that has transpired during his tour of duty and informs his detachment and assistant detachment commander of the incident the way it transpired.
- 4.) **Roving Guard** – a security guard who works without a fixed post or specific area of confinement.
- a. Conduct roving inspection around the installation, report thru radio any untoward situations, incidents to his immediate Security Officer during his tour of duty;
 - b. Act as reliever to his co-guards who are attending to their personal necessities (i.e. break time, going to comfort rooms, etc.);
 - c. Assist his co-guards in checking incoming and outgoing deliveries, packages and supplies, especially when they are too busy handling such things and the workloads are too heavy for them;
 - d. Assist in checking the baggage of incoming and outgoing visitors during the peak office hours wherein lot of people are passing through the gate entrances;
 - e. Observe the movement of people inside the building and premises of the City and report presence of suspicious looking individuals and baggage, boxes, packages etc. inside the premises;
 - f. Prevent outsiders/people without official business from littering and loitering within the City's premises especially ambulant vendors from going in and passing through the offices;
 - g. After office hours, examine/check different offices, rooms including panel/power rooms, machine rooms and utility rooms to see if the same are properly locked;
 - h. Report left unattended lights, faucets and other electrical appliances, computer units, that have been left functioning and or operational by the employees as well as unlocked doors and windows and report such incidents to the immediate superior/officer for recording and reporting to the City;
 - i. Perform other functions/duties as may be required and/or be assigned by the Detachment Commander, Asst. Detachment Commander and/or by the City.

- c. Any other relevant or material cost.

VIII. AWARDING OF CONTRACT

- 8.1 A Notice of Award shall be issued to the bidder with the best and most advantageous responsive bid and the successful bidder or his duly authorized representative shall execute the contract with the City Government within ten (10) calendar days from receipt of the Notice of Award.
- 8.2 The supplier/contractor must deliver/provide the equipment stated in the undertaking for equipment to be provided during contract implementation within fifteen (15) days from the start of the contract. The winning bidder must pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods or services scheduled for delivery or performance for every day of delay.
- 8.3 Refusal of the winning bidder to enter into contract within the stipulated time shall be a ground for possible forfeiture of its bid security and imposition of appropriate sanction.

IX. MINIMUM QUALIFICATIONS OF SECURITY PERSONNEL

- 9.1 The Security Agency shall assign to the City certified trained, experienced, licensed, uniformed, armed, bonded, and **fully vaccinated with at least First Booster shoot of COVID-19 vaccine** security personnel and who shall meet the following qualifications:

- 1. **Detachment Commander** – must be a retired commissioned Military or PNP Officer with Certified Security Professional (CSP) training and a minimum of three (3) years experience as detachment commander.
- 2. **Assistant Detachment Commander** – must be a retired commissioned Military/PNP Officer with Certified Security Professional (CSP) Training and has a minimum of **one (1) year experience** handling a minimum complement of one hundred (100) guards per detachment. Assistant Detachment Commander must possess all qualifications listed for Shift-in-Charge.

Additional Requirement for Detachment and Assistant Detachment Commander:

- 1. Must not exceed **65** years old.
- 3. **Shift-In-Charge (SIC)** – must have a minimum of one (1) year experience as Security Officer handling a minimum complement of Fifty (50) security guards per detachment, and must possess all qualifications listed for security guards.
 - In addition:**
 - a. Must be a college graduate
 - b. Undergone a Security Supervisory Course
 - c. Must be able to speak both English and Filipino fluently
 - d. Have adequate writing skills
 - e. Must be Certified Security Professional (CSP)
 - f. Computer literate

4. Security Guards

The qualification of security personnel to be posted must conform to the Revised Rules and Regulation Rule III governing the organization and operation of Privated Detective and Watchman and Security Guard Agencies pursuant to Sec. 17 of R.A. 5487 and other existing laws of the land such as:

- i. Report damage/s on the City properties such as destroyed door locks/knobs, broken glasses, etc. to the immediate Security Officer for reporting to the City;
 - j. Conduct frequent inspections in sensitive areas of the floors such as panel rooms, comfort rooms, utility rooms, machine rooms etc. to prevent lawless elements from staging destructions to the building;
 - k. Direct and guide people to the Emergency Exits and Stairways in case of fire, earthquake and other forms of disasters or emergencies;
 - l. Submit report to Detachment Commander/Security Officer any incident that happened during the tour of duty.
- 7. Gate Guard** – Is a security guard assigned at the external part of the installation most often found in entrance and exit gates of the compound.
- a. Politely check all incoming personnel, either pedestrian or riding in a vehicle;
 - b. Deny entry of people who have no business inside the installation;
 - c. Conduct vehicle inspection, the under-chassis mirror may be used to ensure that no explosive or destructive device be brought inside the premises being guarded;
 - d. Record the type of vehicle of the motorists, date/time of entry, and plate number of the vehicle;
 - e. Issue car pass in exchange of motorist proper identification card and release the said identification card after the surrender of the car pass;
 - f. Conduct search inspection to outgoing vehicles to ensure that no Government properties will be brought outside the installation without proper authorization or approved Gate Pass;
 - g. Prevent drunk or intoxicated people from entering the premises during and after office hours; Prevent employees from bringing out government properties, public documents and other materials without any proper authorization or approved Gate Pass;
 - h. Submit report to the Detachment Commander/Security Officer any incident that happened during the tour of duty.
- 8.) Parking Guard** – Is a security guard posted at the parking area of the establishment/compound of the City.
- a. Reserve parking space/slot allotted for the officials of the City and prevent other motorist from parking thereat;
 - b. Record time of arrival and departure of the official, the type of service vehicle being used and its plate number;
 - c. Assist traffic to facilitate the smooth move in, move out and flow of the vehicles at the parking area;
 - d. Protect parked vehicles from theft and carnappers;
 - e. Report vehicular accident that happened during the entire tour of duty to the Detachment Commander or immediate superior/officer in order to make the necessary action by means of asking the assistance of the DPOS Traffic Enforcers or nearest police detachment/station;
 - f. Prevent motorists involved in car accident in parking area from leaving or running away until proper investigation and/or settlement has already been made;
 - g. Record the plate number and type of vehicles (government and private owned) that were parked inside the City's premises within his AOR and turnover the same to the incoming co-guard for monitoring and record purposes;
 - h. Submit report to the Detachment Commander of the incident that happened during the tour of duty.
- 9.) CCTV and Radio Base Operator/Guard** – is security guard who is trained and licensed to operate electronic security systems as defined on **Rule XII Sec. 7a.** of the Implementing Rules and Regulations of **R.A. 5487** "Only trained license private security guards may operate electronic security systems". And must have

technical knowledge in CCTV operations; trouble shooting and/or certified CCTV Technician.

- a. Monitor and record significant video coverage of the system.
- b. Call the attention of the posted security guard in case of any incident in his/her area of responsibility for immediate and/or appropriate action.
- c. Regular inspection of installed CCTV cameras and ensure that the system is operating 24/7 and report immediately in case of malfunction or technical trouble.
- d. Filing and saving of footage/records for future reference.
- e. All activities related to CCTV operations.

XI. SECURITY AGENCY'S DUTIES AND RESPONSIBILITIES

- a. The Security Agency must submit to the QC BAC- Goods and Services copies of the following security personnel's documents for verification, evaluation and record purposes:
 - 1) Personal Data Sheet/Bio-data with latest 2x2 colored ID picture;
 - 2) Valid/Genuine Security License issued by PNP SOSIA;
 - 3) Must pass the required Psycho-Neuro examination and drug test conducted by a reputable Philippine National Police (PNP) /National Bureau of Investigation (NBI) accredited testing agency
 - 4) NBI Clearance
 - 5) Copies of COVID-19 vaccination card of all security personnel
 - 6) Other documents as maybe required by the end-user.
- b. Security Agency shall provide adequate and responsible supervision over its security personnel and shall assume full responsibility of their proper and efficient performance;
- c. Security Agency shall be solely and exclusively responsible for any act of omission of all its security personnel during their assigned duty/tour of duty;
- d. Security Agency shall discipline the security personnel, and the administration shall conform to existing laws and implementing rules and regulations;
- e. Security Agency shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass;
- f. Security Agency shall guarantee absolutely no-occurrence if any form of mass action protest, mass leave, or strike by its security personnel within the City's premises;
- g. Security Agency shall ensure that the Security Agency's vehicles are in good running condition, with available gas and licensed driver/guard for the purpose of monitoring the City's installations/facilities under their AOR, during emergencies/disasters and/or when to be utilized by the CGSD Security Inspectorate Unit in conducting inspection within and outside **Package 1**.
- h. Security Agency shall not allow any of its security personnel from fixing activities during and after their tour of duty;
- i. Security Agency in its initiative may also have the security personnel change and/or replace subject to approval by the City through the CGSD. Security Agency shall not replace security personnel **without** proper clearance from the Chief, CGSD.
- j. That only designated area assigned by the CGSD shall be used as; Security Office, CCTV and Radio Base Control Room and Security Personnel Locker
- k. Security Agency shall provide on its own expense round the clock supervision and additional services such as routine inspection of the security personnel's service, investigation of irregularities and other special services with the express understanding and agreement that such additional services shall in no way interfere with the affairs, operations, and activities of the security site.
- l. Security Agency shall conduct at no extra cost to the City and upon the latter's request, an updated security survey of the security and risk assessment of the

Security Site and recommend measures to improve the security systems and procedures.

- m. Security Agency shall conduct at its own expense continuous training and programs (to include office decorum, courtesy, honesty) which may or may not be in coordination with the CGSD for its assigned security personnel as required.
- n. Security Agency shall provide investigators without additional service fees or charges to investigate any incident affecting security of the Security Site and shall act as security consultant to the City. It shall also provide at its own expense, facilities for investigation and solution of the security cases.
- o. Security Agency must maintain a sufficient number of security personnel in reserve (20% of the total deployment) for immediate deployment when the need arises.
- p. Security Agency shall pay all statutory obligations prescribed by law to concerned government agencies including all applicable taxes, fees and charges.
- q. Security Agency shall issue undertakings/certification stating that security personnel to be posted are in good morale standing and has not committed any grave offense in their previous post assignment.
- r. Security Agency shall strictly implement the existing City's House Keeping Rules and Regulations and other existing Policies and Guidelines.

XII. SECURITY AGENCY'S LIABILITIES

12.1. Security Agency shall indemnify and keep indemnified the City against all losses and claims for injuries or damage to any person or property whatsoever which may arise or consequence of the performance of this agreement and against all claims, demands, proceedings, damages, cost, charges, and expenses whatsoever in respect of or in relation thereto.

12.2. Security Agency shall assume full responsibility for any loss or damage to the City's properties covered by this agreement except losses or damages caused by fortuitous event or force majeure/Acts of Gods. Security Agency shall pay the value of the property lost/damage not later than fifteen (15) days from notice. Any dispute concerning question of fact as to the cause of damage or loss shall be determined by a joint investigation to be conducted by the CGSD's representative and Security Agency's Investigator.

In the course of the investigation, they may seek assistance of any government law enforcement or investigation agency whose report shall be submitted to the CGSD for final decision.

12.3. Security Agency shall report in writing to the CGSD all incidents involving pilferage, theft, robbery, arson, sabotage or attempts thereof, loss or damages to City's properties, supplies and utilities, disorderly or drunken behaviour or similar acts of any person inside the Security Site like gambling and similar unlawful acts.

12.4. Security Agency shall assume full responsibility and liability in the performance of the security personnel of the detachment, as well as for any act or omission of said security personnel within the Security Site. The City shall be released from any and all liabilities to third parties resulting from any act, omission or neglect of the security personnel.

12.5 Security Agency agrees that the City shall be free from any liability to any security personnel out of or by reason of their employment under this agreement or under any existing law or laws may hereafter be enacted.

12.6. Security Agency agrees to implement issuance/policies duly issued by the City and/or CGSD copies of which to be furnished the security agency to the extent where the work or the assistance of Security Agency is considered necessary.

12.7. Security Agency shall ensure the City that the security personnel on duty will observe proper decorum and grooming including the wearing of complete uniform and that no security personnel will stay in the security site without official business or clearance from the Chief, CGSD after his tour of duty.

12.8 The security personnel deployed under this agreement shall not be considered employees of the City but as employees of the Security Agency, for purposes of implementing the laws on labor and employment.

12.9 The Security Agency shall remit monthly SSS, PAG-IBIG and PHILHEALTH contributions/premiums deducted from the salary of security personnel and employees.

12.10. Security Agency shall **complete** all the technical requirements stated in the TOR such as Transportation, Communication Equipment, CCTV monitoring System, Firearms, and other Security Equipment within 15 days of contract implementation.

12.11. Security Agency shall not be allowed to use electrical equipment or appliances such as refrigerator, television, electric stove, etc that are not included in the contract, otherwise, the Security Agency shall be billed for the corresponding electrical consumption.

12.12. The Security Agency shall not deploy security guards **formerly posted** in any QC Government Projects/installations who have committed **grave** offense and/or violated existing laws and client policies.

XIII. PENALTIES FOR OFFENSE OR VIOLATION OF THE RULES

13.1. The City through CGSD shall impose Security Agency penalties for **offenses or violations committed by the Security Agency and Security Personnel** listed below, without prejudice to penalties as may be imposed by the Director General of the Philippine National Police (PNP) and to the other disciplinary sanctions that may be imposed on the individual erring security personnel by the City through the CGSD.

1) VIOLATION/OFFENSE: For Private Security Agency:

a. **Light Offense** committed by private security agency or company security force shall include but not limited to:

1. Late or failure to maintain and/or submit records/reports;
2. Posting security personnel not covered by written contract;
3. Other similar offense pursuant to existing laws, rules and regulations.

b. **Less Grave Offense** committed by private security agency or company security force shall include but not limited to:

1. Ordering its posted security personnel to conduct illegal search;
2. Posting unlicensed security personnel for duty;
3. Posted personnel not wearing the prescribed uniform;
4. Other similar offenses pursuant to the existing laws, rules and regulations.

c. **Grave Offense** committed by private security agency or company security force shall include but not limited to:

1. Allowing the set of unlicensed firearms personally owned by a security guard or other person or entity than that of the private security agency having jurisdiction of the place being secured;
2. Issuing unlicensed firearm to guards;

3. Violation of Sec. 3h, Rule IV of these implementing rules and regulations regarding prohibition of "Kabit System";
4. Abuse or acting beyond the scope of authority.
5. Use and/or employment of security guard for purposes of committing threats, intimidations, coercion or any other crime/offenses, including show of force;
6. Violation of Sec 3A, 3B and 3C of Rule X;
7. Other similar offense pursuant to existing laws, rules and regulations.

2) PENALTY: For Private Security Agency:

a. For Light Offense committed by private security agency or company security force:

1. Fine of P5, 000.00 for first offense;
2. Fine of P10, 000.00 for second offense;
3. Fine of P15, 000.00 or cancellation of/revocation of License to Operate (LTO), or both for the third offense;

b. For Less Grave Offense committed by private security agency or company security force:

1. Fine of P10, 000.00 for first offense;
2. Fine of P20, 000.00 for second offense;
3. Fine of P30, 000.00 or cancellation or/revocation of License to Operate (LTO), or both for the third offense;

c. For Grave Offense committed by private security agency or company security force:

1. Fine of P50, 000.00 for first offense;
2. Cancellation/revocation of License to Operate (LTO) for the second offense;

13.2 The City through the GSD shall impose **other** penalties for violations of this agreement committed by the Security Agency; offenses/violations are listed below:

a. Other Security Agency's Violations:

| Violations | Penalty |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 1) Provided a vehicle but not in accordance with the contract. | Deduction from the billing of P500.00 per vehicle/day. |
| 2) Vehicle is unserviceable. | Deduction from the billing of P500.00 per day. |
| 3) Failure to provide the required number of radio communication equipment as per required in the contract. | Deduction from the billing of P500.00 per lacking radio per day. |
| 4) Handheld Radio is defective. | Deduction from the billing of P500.00 per defective radio per day. |
| 5) Radio Base is non-operational. | Deduction from the billing of P1,000.00 per day. |
| 6) CCTV monitoring system is non-operational. | Deduction from the billing of P1,000.00 per day. |
| 7) CCTV camera is defective | Deduction from the billing of P500.00 per camera per day. |
| 8) Failure to provide the required number of firearms according to contract. | Deduction from the billing of P500.00 per lacking firearm per day. |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 9) Issued firearms of lower calibre than the required in the contract. | Deduction from the billing of P500.00 per lower calibre firearm per day. |
| 10) Failure to provide other equipment such as under chassis mirror, walk through scanner, metal detector, and others as stated in the TOR. | Deduction from the billing of P500.00 per lacking equipment per day. |
| 11) Failure to provide qualified relievers resulting to straight duty (24hrs.) of security guard. | Deduction from the billing of P1,000.00 per straight duty. |
| 12) <i>No qualified Detachment Commander</i> | <i>Deduction from the billing of P1,000.00 per day</i> |
| 13) <i>No qualified Assistant Detachment Commander</i> | <i>Deduction from the billing of P1,000.00 per day</i> |
| 14) <i>No Detachment Driver</i> | <i>Deduction from the billing of P500.00 per day</i> |
| 15) <i>No Detachment Clerk</i> | <i>Deduction from the billing of P500.00 per day</i> |
| 16) <i>No Detachment Liaison Officer</i> | <i>Deduction from the billing of P500.00 per day</i> |

3) VIOLATION/OFFENSE: For Licensed Security Personnel:

a. Light Offense committed by private security guard shall include but not limited to:

1. Those related to uniforms except those falling under paragraph c(1) hereunder;
2. Use of profane language;
3. Acts of discourteousness.
4. Failure to notify/call the nearest PNP station in case of disorders, riots or strikes and other emergency cases;
5. Late or failure to maintain and/or submit records/reports;
6. Violation of Sec. 1 Rule X of these rules and regulations otherwise not specifically falling under this paragraphs b and c of this rule; and;
7. All acts prejudicial good conduct, behaviour, morals and similar acts, pursuant to existing laws, rules and regulations.

b. Less Grave Offense committed by private security guard shall include but not limited to:

1. Not having in possession his/her license to exercise profession, duty detail order and/or firearms license (when carrying firearms), performing private security service;
2. Use of uniform not appropriate for one's rank or position;
3. Leaving his post without being properly relieved, thus exposing the lives and properties he is supposed to protect from danger;
4. Indiscriminate firing of firearm not in connection with the performance of duty;
5. Other similar offenses pursuant to existing laws, rules and regulations.

c. Grave Offense committed by private security guard shall include but not limited to:

1. Using uniform other than that of prescribed under this rules;
2. Using personally owned or unlicensed firearm during tour of duty;
3. Allowing the use/lending issued firearms to unauthorized persons;
4. Assisting, abetting or protecting criminals during tour or off duty;
5. Providing confidential information to unauthorized persons;
6. Refusal to provide information to authorized persons;
7. Illegal search;

8. Taking alcoholic beverages or being drunk while on guard duty;
9. Abuse or acting beyond the scope of authority;
10. Misrepresentation in the submission of documents for renewal of license;
11. Other similar offense pursuant to existing laws, rules and regulations.

d. Fake License – A document issued by and/or secured from sources other than SAGSD/PNP SOCIA.

4) PENALTY: For Licensed Security Personnel:

a. For Light Offense committed by private security guards:

- One to thirty (30) days suspension or a fine ranging from one hundred pesos to five hundred pesos maximum (P 100.00-P500.00) or both.

b. For Less Grave Offense committed by private security guards:

- One month and one day to six months suspension or a fine ranging from five hundred pesos minimum to one thousand pesos maximum (P500.00-P1,000.00) or both; and

c. For Grave Offense committed by private security guards:

- Six (6) months and one (1) day to one (1) year suspension or fine ranging from ten thousand (P10,000.00) pesos minimum to fifty thousand (P50,000.00) or both, and/or cancellation of license/permit.

d. Other Security Guard's and Violations:

| Violations | Penalty |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1. Smoking while on duty | First Offense - Three (3) Day Suspension Second Offense - Five (5) Day Suspension Third Offense - Return to Unit/Agency |
| 2. Reading newspaper, unofficial reading materials and using cell phone while on duty. | First Offense - Three (3) Day Suspension Second Offense - Five (5) Day Suspension Third Offense - Return to Unit/Agency |
| 3. Improper use of Handheld Radio such as unnecessary, rude and unofficial messages. | First Offense - Three (3) Day Suspension Second Offense - Five (5) Day Suspension Third Offense - Return to Unit/Agency |
| 4. Other miscellaneous violations such as <ul style="list-style-type: none"> ➤ Rolled Sleeve ➤ Not wearing headgear ➤ Improper haircut (SG) ➤ No hairnet (LG) | First Offense - Three (3) Day Suspension Second Offense - Five (5) Day Suspension Third Offense - Return to Unit/Agency |
| 5. Merging or grouping; | Five (5) Day Suspension |
| 6. Rendering duty NOT wearing prescribed uniform | Return to Unit/Agency |
| 7. <i>Abandoning of Post</i> | <i>Return to Unit/Agency</i> |
| 8. Sleeping on Post while on duty. | Return to Unit/Agency |
| 9. Multiple/different violations | Return to Unit/Agency |
| 10. Playing his/her Service Firearms. | Return to Unit/Agency |
| 11. <i>Negligence in the performance of duty</i> | <i>Return to Unit/Agency or suspension to duty as determined by the Client or Security Agency</i> |

XIV. CITY'S DUTIES AND RESPONSIBILITIES

14.1. The City thru CGSD Building and Grounds Management Division (BGMD) shall strictly monitors the performance of the security personnel of the Security Agency and reserves the right to replace any security guard/s who found to be lacking in discipline, inefficient, or for negligence in the performance of duty.

14.2. To ensure that the security services will be effectively and efficiently delivered, to the City's advantage, the Security Agency thru the Detachment Commander shall submit to the CGSD the hereunder several monitoring and security measures for evaluation purposes;

1. Daily and Nightly Activity Report
2. Security Evaluation Report
3. Daily Guard Detail
4. Disciplinary Actions
5. Reshuffling of Security Personnel
6. Security Evaluation and Performance
7. Detachment Weekly Report (DWR)

14.3 The City through the CGSD upon written representation, may at any time, demand the replacement of any security personnel whose work is believed to be below standard, or whose conduct is unsatisfactory or is prejudicial to its interest as determined by the CGSD. The judgment of the CGSD on such matter shall be final and should Security Agency refuse, the former may consider the same as valid cause for termination of this contract upon recommendation to the QC BAC-Goods and Services.

14.4 The City through CGSD in its desire to install discipline, improve performance, and professionalism among the security personnel, shall formulate and implement a non-monetary rewards system (Commendation) for exemplary performance.

14.5 The City through the CGSD shall require random PSYCHOLOGICAL and DRUG TEST to all security guards at the Security Agency's and/or security personnel's expense to ensure that the Agency's security guards to be deployed are physically and mentally fit.

XV. TERMS AND CONDITIONS OF PAYMENT

15.1 Payment shall be based on actual services rendered by Security Agency. Strict monitoring shall be made by the CGSD, in order to ensure the efficient performance of security guards. Penalties for violations made by security guards and security agency shall be deducted from the monthly billing of the Security Agency.

15.2. The City shall pay the Security Agency based on the latter's actual performance of the services under the contract and bid specifications taking into consideration the number of security guards posted, contract rate per month and the deductions for penalties committed and other charges, of any, for that particular month. It shall be within forty-five (45) days upon the submission of the following documents, provided however, the submitted documents are checked by the Client and found free from error or mistakes. All payment shall be subject to accounting and auditing rules:

- a. Statement of Account (billing) – to be submitted by Security Agency to the CGSD twice a month (15th & 30th) of the month for the preparation of disbursement voucher.
- b. Daily Time Record – to be submitted along with the Statement of Account duly signed by the security guards and his officer.

- c. Summary of Daily Time Record – to be submitted also duly signed by security guards, security officers, City Government Administrators/Officer-in-Charge of different post assignment of security guards, CGSD Guard inspector and Chief, Building and Grounds Management Division (BGMD), CGSD.
- d. Certification/Summary of Expenses/Request of Allotment – to be prepared by the BGMD-CGSD Clerk along with the voucher to be signed by the City General Services Officers.
- e. Certificate of Acceptance – to be prepared by the Movable Property Management and Control Division (MPMCD) and to be signed by the City General Services Officer in accordance with COA Circular 92-386.
- f. Disbursement Voucher – to be prepared by the BGMD-CGSD Clerk, after all of the above requirements are complied with by the security agency and checked by the CGSD guard inspector to be signed by City Government Officials for payment of security services to Security Agency.
- g. Security Agency and Security Guard's Violation Report Form – to be prepared and submitted by the CGSD Security/Guard Inspector for purposes of deduction (For the violations committed by the security agency and the security guard) in the monthly billings of the Security Agency.

XVI. PENALTIES AND SANCTIONS

Based on the assessment of the City through the CGSD it may pre-terminate the contract for failure of the Security Agency to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB) under Resolution No. 018-2004 date 22 December 2004 and under the provisions of this contract.

XVII. CONTRACT IMPLEMENTATION

17.1. The Notice to Proceed shall be issued within seven (7) calendar days upon signing of the contract.

17.2. The City through CGSD shall impose appropriate penalties for violations of this contract and for acts and omissions and committed by the Security Agency and/or its security personnel and employees that are inimical to the interest of the City.

17.3. In case additional security personnel are needed, prior approval of the City is required based in the bid of the Security Agency per security personnel and based on the submitted bid rate. The security personnel shall render a twelve (12) hours daily duty shift for one month inclusive of Saturday, Sundays, Holidays and Rest Days.

17.4. The City may, without prejudice to other remedies against the Security Agency, extra judicially suspend, cancel or terminate this Agreement upon thirty (30) day notice on any of the following grounds:

- When the security personnel have wilfully and intentionally or through negligence caused death of, or has inflicted serious physical injury on any official, employee, or visitor of the City premises while on official duty;
- When the security personnel have wilfully and intentionally or through negligence caused irreparable damage to the prestige or any interest of the City or substantial damage to or destruction of City's properties and equipment due to non-performance of his duties and responsibilities;

- When the Security Agency has violated other obligations required under this Agreement and refused to comply and/or remedy the violations within the reasonable period given by the City;
- When the Security Agency fails to pay the salaries of any security personnel for two (2) consecutive billing periods without just cause;
- When the City finds the Security Agency to have failed in its obligations to any of its security guards based on the Security Agency's Agreement with the City, thus affecting the state of morale and efficiency of the entire security personnel;
- When the City finds Agency has increased or decreased the number of security personnel without the written approval of the City;
- When the Security Agency has failed to post the prescribed performance bond within one month after the execution of the Agreement or renew the same within one month after the expiration of the said bond;
- In the event the Security Agency, on justifiable grounds, wishes to terminate the Agreement before its expiration, it shall notify the City at least Thirty (30) days in advance failing which the City shall effect the forfeiture of the Performance Bond of the agreement;
- The right of the City to the Security Agency liable for the damages shall be without prejudice to the right of the City to proceed against the bond and to rescind this agreement for violation of or non-compliance with any or other terms of the agreement, subject to prior written five (5) days notice to the agency.


XVIII. VENUE OF ACTION

18.1 All disputes, claims or questions which may arise out of this agreement shall be filed in the competent courts of Quezon City, at the option of the City, to the exclusion of all other courts.

Prepared by:


JERRICK D GAYETA
 Special Operations Officer III
 Acting Chief, BGMD

Noted by:


FE B. BASS
 Officer-in-Charge
 City General Services Department