

TERMS OF REFERENCE

PROJECT NAME: PROVISION OF SECURITY SERVICES FOR PACKAGE 5:

I. GENERAL

1.1 This Terms of Reference (TOR) shall apply to the procurement of security services for **Package 5**, which shall cover the following Quezon City Public Markets:

1. GALAS PUBLIC MARKET
2. KAMUNING PUBLIC MARKET
3. MURPHY PUBLIC MARKET
4. FRISCO PUBLIC MARKET
5. ROXAS PUBLIC MARKET
6. PROJECT 4 PUBLIC MARKET
7. PROJECT 2 PUBLIC MARKET
8. SAN JOSE PUBLIC MARKET

1.2 The R.A. 9184 and its implementing rules and regulations shall govern the conduct of bidding and award of contract for this 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 *Private Security Professionals* 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 *Private 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 *Private 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. FURNISH, SUPPLY OR PROVIDE – shall include all work done and all expenses including labor, materials, overhead (plus taxes and profits) incurred by the *Private Security Agency*, a specified item, article or piece of apparatus or equipment, and unless otherwise specified, to be added at the expense of the *Private Security Agency*.
9. 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 ***Private Security Agency***.

10. *PRIVATE SECURITY PROFESSIONALS* – refers to a person eligible/qualified to be issued with a valid LESP of any classification or category, issued by the designated government agency after satisfying all the qualifications and requirements set forth in this IRR. It includes but is not limited to security watchmen, **security guards**, security officers, personnel security escorts, private investigator, training officers, and directors, canine handlers, canine administrators, canine evaluators, canine trainers, kennel masters, and other qualified or licensed security serviced providers rendering or performing security, investigation, security escorting services, security hardware planners and systems designers, security hardware operators, security managers, security consultants whether employed by private security agencies, private corporations, government agencies or independently practicing or providing professional security services, as defined on Book 1 Rule 2, Section 3 of the Implementing Rules and Regulation (IRR) of RA 11917.
11. *RESERVED PRIVATE SECURITY PROFESSIONALS* – refers to the *Private Security Professionals (ELBOW ROOM)* of the *Private Security Agency* consisting of at least twenty percent (20%) of the total *Private Security Professionals* of the concerned *Private 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, events and newly acquired and/or recovered city government properties* **without** additional cost to the City Government.
12. *PRIVATE SECURITY AGENCY (PSA)* – Any Filipino citizen or juridical entity wholly owned and controlled by Filipino citizens may organize a private security agency and provide security services: Provided, that they shall not employ more than two thousand (2,000) private security professionals as defined in this Act. - Chapter II Section 4, RA 11917.
13. *PRIVATE 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.
14. *PRIVATE SECURITY AGENCY REPRESENTATIVE* – means the person who is duly authorized by the contractor to take charge of matters concerning work on behalf of the contractor.
15. *PRIVATE SECURITY PROFESSIONALS (security guard)* – refers to the definition stated on Book 1 Rule 2, Section 3 of the Implementing Rules and Regulation (IRR) of RA 11917.
16. *SECURITY OPERATIONS OFFICER* – High ranking officer (Part of the organizational structure of the private security agency) who shall represent the private security agency and oversee the efficient operations of their private security professionals in the entire Package 1 **without additional cost** to the City Government.
17. *SECURITY PLAN* - the method, management or strategy of the *Private Security Agency* in implementing its services to the City Government.
18. *SECURITY SITES* – means buildings, premises, compound, assets and offices of the City Government to be secured.
19. *STATUTORY OBLIGATIONS* – means monetary and administrative obligations required by law.
20. *SUCCESSFUL BIDDER* – means the bidder selected for award of the contract.

IV. SCOPE OF WORK

4.1. The *Private Security Agency* for **Package 5** 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 *Private Security Professionals* 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 *Private Security Agency* shall provide appropriate number of *Private Security Professionals* in this 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 or damage to life and property. It shall be covered with Notice to Transfer from the CGSD duly conformed by the *Private Security Agency*.

*The Private Security Agency, pursuant to **Rule 39, Section 156** of Implementing Rules and Regulations of R.A. 11917 must issue Duty Detail Order (DDO) to the security 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 PRIVATE SECURITY PROFESSIONALS* 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.
- Spread of disease/virus

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

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

c) *Securing city government's existing and newly acquired and/or 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 Thirty Three Million Forty Three Thousand, Fifty Three Pesos and Twelve Centavos (P33,043,053.12) for **Package 5**, payable for **Twelve (12) months**. It covers **Fifty Six (56)** security personnel inclusive of one (1) Detachment Commander, one (1) Assistant Detachment Commander and Two (2) Shift-In-Charge (SICs) and other required services and equipment.

*The average rate for a security guard shall be based on **Wage Order No. NCR - 24** in accordance with R.A. 11917, otherwise known as the "Private Security Industry Act" under **Section 9 Administrative Fee of Private Security Agencies** " The minimum administrative fee that may be charged by PSAs to its clients shall not be less than twenty percent (20%) of the total contract cost, subject to adjustment by the Department of Labor and Employment: Provided, that the additional fees shall be charged for the acquisition and maintenance of extraneous tools and equipment used for security operation by the agency or required by the clients and for the continuous deployment of of PSPs in hazardous conditions."*

Wage Order No. NCR - 24 equivalent to **Forty Nine Thousand One Hundred Seventy One Pesos and Twenty One Centavos (P49,171.21)** for Twelve (12) hours duty.

COST DERIVATION

Days worked per week		7 days
No. days/year		394.40
<i>Amount to Guard – New Daily Wage</i>	<i>P</i>	610.00
<i>Basic Ave. Pay</i>	<i>P</i>	20,048.67
<i>Night Differential</i>		1,002.43
<i>13th month pay</i>		1,546.18
<i>5 days incentive pay</i>		254.17
 <i>Uniform allowance</i>		 100.00
<i>Overtime pay</i>		<u>12,696.39</u>
	P	35,647.84
 <i>Amount to government in favor of guards</i>		
<i>Retirement Benefits</i>	<i>P</i>	1,143.75
<i>SSS premium</i>		1,900.00
<i>SSS-WISP (Workers Investment Savings Program)</i>		950.00
<i>Philhealth Contribution</i>		400.97
<i>State Insurance Fund</i>		30.00
<i>Pag-Ibig Fund</i>		<u>100.00</u>
	<i>P</i>	<u>4,524.72</u>
 <i>a. Total Amount to guard and government pay</i>	<i>P</i>	 40,172.56
<i>b. Agency Fee (Administrative Overhead and Margin)</i>		8,034.51
<i>c. Value Added Tax</i>		<u>964.14</u>
 RATE PER GUARD	P	 49,171.21
x no. of guards		56
x no. of months		12
 CONTRACT PRICE	P	 33,043,053.12

POSTING AREA	Number of <i>Private Security Professionals</i>
1) GALAS PUBLIC MARKET	1 Det. Commander
	1 Asst. Det. Commander
	2 Shift-In-Charge (SIC)
	12 Security Guards
2) KAMUNING PUBLIC MARKET	10 Security Guards
3) MURPHY PUBLIC MARKET	6 Security Guards
4) FRISCO PUBLIC MARKET	6 Security Guards
5) ROXAS PUBLIC MARKET	3 Security Guards
6) PROJECT 4 PUBLIC MARKET	10 Security Guards
7) PROJECT 2 PUBLIC MARKET	3 Security Guards
8) SAN JOSE PUBLIC MARKET	2 Security Guards
XX	56

5.2. One (1) Security Operations Officer (Overhead) to represent and oversee the efficient operations of the entire **Package 5** 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 centers) without additional cost to the City Government.

5.4 One (1) Detachment Clerk and one (1) Detachment Liaison Officer to perform clerical and liaisoning works of the security detachment without additional cost to the City Government.

5.5 One (1) Detachment Driver to drive the assigned *Private 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 of **twenty percent (20%) RESERVED PRIVATE SECURITY PROFESSIONALS** (ELBOW ROOM) as defined under Article III, Definition of Terms, Section 11 of this TOR.

5.7 Provision of at least six (6) licensed *Security Hardware & Systems Operator* in the manpower roster with Licensed to operate a Security Hardware 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 *Private 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 *Private Security Agency* based on the given criteria.

6.3. The *Private 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 **CHAPTER II REGISTRATION AND LICENSING OF PRIVATE SECURITY AGENCY, Section 4. Private Security Agency** – Any Filipino citizen or juridical entity wholly owned and controlled by Filipino Citizens may organize a private security agency and provide security services: Provided, that they shall not employ more than Two Thousand (2,000) private security professionals as defined in this Act.*
- b. *Private Security Agency under under **Rule 3 - Types of Licenses, Section 4. License Required in the Private Security Industry – Implementing Rules and Regulations (IRR)** “No person shall engage in the exercise of security profession nor shall a person or juridical entity be allowed to operate and manage a security service entity without first securing a license from the Chief, PNP through the Chief, SOSIA - PNP”*
- c. All bidders must submit a clearance/certificate of NO PENDING CASE, CLAIMS and/or LIABILITY from all the clients whom the *Private 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 “*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 other factors, such as, but not limited to, length of contract, standards of internal governance, 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 *Private Security Agency* with the City Government.
- c. The bidder must have the organizational capability of their *Private Security Agency* in response with the City's requirements and with a minimum of **100 Private Security Professionals**.

The bidder must submit a copy of **THREE (3)** latest Monthly Disposition Report (MDR) submitted to the PNP-SOSIA.

2. RESOURCES

- a. Appropriate number of licensed firearms of the *Private 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 used 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 *Security Motor Vehicle* of the *Private Security Agency* to be used by the security guards while roving within the *security site, in case of emergencies and during CGSD-BGMD security inspection outside QC Hall*. The bidder must submit a photocopy of certificate of registration (CR), *official receipt (OR)* and *SOSIA SMV CRI* for all the vehicles to be deployed for this project.
- d. Must have appropriate number of licensed, qualified and competent *Private Security Professionals* to be deployed in different security sites/installations of the City.
- e. *Private Security Agency* shall provide security guards with equipment and materials such as communication units, uniforms, firearms, nightsticks, flashlight, raincoats, standby patrol/emergency service vehicles *Security Motor Vehicle* 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
- Spread of disease/virus

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 *Private Security Professionals*.
- Sufficient number of Firearm, *Security Motor Vehicle and Security Hardware*.
- 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:*
Color-coded passes to be provided by the Private Security Agency.

- a) Taxpayer's/visitor's/transacting public *Color-coded pass*
- b) Contractor's *Color-coded pass*
- c) Supplier's *Color-coded pass*

2) Vehicle and Parking Control:

- a) Comprehensive Vehicle and Parking Control Management Plan.

3) Equipment:

TO BE PRESENTED DURING POST QUALIFICATION INSPECTION

1. FIREARM AND AMMUNITION (SUMMARY)

TYPE OF FIREARM	QUANTITY	AMMUNITION
1) 9MM	21-units	294-rounds
2) 12 Gauge Shotgun	8-units	80-rounds

2. COMMUNICATION EQUIPMENT

Particulars	Description/Specifications	Quantity
1) Radio Base	VHF, with Repeater & NTC registration	1-set
2) Handheld Radio	VHF, with Caller ID and NTC registration w/ reserved battery packs	26-units
3) Handheld Radio (for GSD's Security Unit)	VHF, with Caller ID and NTC registration w/ reserved battery packs	2-units

3. TRANSPORTATION

PARTICULARS	DESCRIPTION/SPECIFICATIONS	QUANTITY
a. <i>Security Motor Vehicle (Four Wheel Vehicle)</i>	2015-up model Multi Purpose Vehicle (MPV) in good running condition, with gas allocations and <ul style="list-style-type: none"> ➤ <i>Valid SOSIA CRI (Certificate of Registration and Inventory)</i> ➤ <i>Detachable Blinkers with yellow lights</i> ➤ <i>Indicate the name "SECURITY" on both sides of the vehicles</i> ➤ <i>White color with company name in BLACK fonts and logo.</i> ➤ LTO registration 	1-unit
Vehicle Accessories		
b. Mobile PA System	Clear sound and complete accessories	1-set
c. Mobile Radio Base System	With NTC registration and complete accessories	1-set
b. <i>Security Motor Vehicle (Motorcycle Patrol)</i>	2015-up model 150cc in good running condition and with complete accessories and crash helmet and with gas allocations and <ul style="list-style-type: none"> ➤ <i>Valid SOSIA CRI (Certificate of Registration and Inventory)</i> ➤ LTO registration 	1-unit

4. OTHER EQUIPMENT

1. List of Equipment for **GALAS PUBLIC MARKET** - 16 *Private Security Professionals* (Including Det. Commander, Asst. Det. Commander and SICs)

- 1) 7-units 9MM with 14 rounds of ammunition per unit
- 2) 1-unit 12 gauge Shotgun with 10 rounds of ammunicions
- 3) 8-units of Handheld Radio with caller I.D. and NTC registration
- 4) 4-units of Search Light (Heavy duty)
- 5) Raincoats one per guard
- 6) Rainboots one pair per guard
- 7) 1-unit Mega Phone
- 8) 1-set of Radio Base
- 9) 3-units Metal Detector

2. List of Equipment for **KAMUNING PUBLIC MARKET** - 10 Security Guards

- 1) 4-units 9mm with 14 rounds of ammunition
- 2) 1-unit 12 gauge Shotgun with 10 rounds of ammunicions
- 3) 5-units Handheld Radio with caller I.D. and NTC registration
- 4) 3-units Metal Detector
- 5) 3-units Search Light (Heavy duty)
- 6) 1-unit Mega Phone
- 7) Raincoats one per guard
- 8) Rainboots one pair per guard
- 9) 1-unit Mega Phone

3. List of Equipment for **MURPHY PUBLIC MARKET - 6 Security Guards**

- 1) 2-units 9mm with 14 rounds of ammunition per unit
- 2) 1-unit 12 gauge Shotgun with 10 rounds of ammunitions
- 3) 3-units Handheld Radio with caller I.D. and NTC registration
- 4) 2-units Metal Detector
- 5) 2-units Search Light (Heavy duty)
- 6) 1-unit Mega Phone
- 7) Raincoat one per guard
- 8) Rainboots one pair per guard

4. List of Equipment for **FRISCO PUBLIC MARKET - 6 Security Guards**

- 1) 2-units 9mm with 14 rounds of ammunition per unit
- 2) 1-unit 12 gauge Shotgun with 10 rounds of ammunitions
- 3) 3-units Handheld Radio with caller I.D. and NTC registration
- 4) 2-units Metal Detector
- 5) 2-units Search Light (Heavy duty)
- 6) 1-unit Mega Phone
- 7) Raincoat one per guard
- 8) Rainboots one pair per guard

5. List of Equipment for **ROXAS PUBLIC MARKET - 3 Security Guards**

- 1) 1-unit 9mm with 14 rounds of ammunition per unit
- 2) 1-unit 12 gauge Shotgun with 10 rounds of ammunitions
- 3) 2-units Handheld Radio with caller ID and NTC registration
- 4) Raincoat one per guard
- 5) Rainboots one pair per guard
- 6) 2-units Metal Detector
- 7) 2-units Search Light (Heavy duty)
- 8) 1-unit Mega Phone

6. List of Equipment for **PROJ 4 PUBLIC MARKET - 10 Security Guards**

- 1) *3-units 9mm with 14 rounds of ammunition per unit*
- 2) *2-units 12 gauge Shotgun with 10 rounds of ammunitions*
- 3) 2-units Handheld Radio with caller ID and NTC registration
- 4) Raincoat one per guard
- 5) Rainboots one pair per guard
- 6) 2-units Metal Detector
- 7) *4-units Search Light (Heavy duty)*
- 8) *2-units Mega Phone*

7. List of Equipment for **PROJ 2 PUBLIC MARKET - 3 Security Guards**

- 1) 1-unit 9mm with 14 rounds of ammunition per unit
- 2) 1-unit 12 gauge Shotgun with 10 rounds of ammunitions
- 3) 2-units Handheld Radio with caller ID and NTC registration
- 4) Raincoat one per guard
- 5) Rainboots one pair per guard
- 6) 2-units Metal Detector
- 7) 2-units Search Light (Heavy duty)
- 8) 1-unit Mega Phone

8. List of Equipment for **SAN JOSE PUBLIC MARKET - 2 Security Guards**

- 1) 1-units 9mm with 14 rounds ammunition per unit
- 2) 1-unit Handheld Radio with caller ID and NTC registration
- 3) 1-unit Metal Detector
- 4) 2-unit Search Light (Heavy duty)
- 5) 1-unit Mega Phone
- 6) Raincoat one per guard
- 7) Rainboots one pair per guard

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 15 days with CCTV Technicians for repair and maintenance purposes to ensure continuous and efficient CCTV operations 24/7 without additional cost to the City Government.

2. *CCTV monitoring/system must be ready for interconnection to the Quezon City Government’s Interconnectivity System/Program’s Task Force AURORA.*

PARTICULARS	SPECIFICATION/DESCRIPTION	QUANTITY
CCTV Surveillance camera with complete package/accessories for common areas such as, hallways, parking areas, grounds, gates & entrances etc.	INDOOR TYPE IP HD (Weather Proof) HD CAMERA with Infrared (IR) 720-960 Horizontal Mega Pixel-resolution.	50-units
	OUTDOOR TYPE IP HD CAMERA with Infrared (IR) 720-960 Horizontal Mega Pixel-resolution.	64-units
Total Number of CCTV IP HD Camera		114-units

POSTING AREA (For installation of IP HD CCTV Camera)		Indoor Type	Outdoor Type	Total
1.	GALAS PUBLIC MARKET	10	12	22
2.	KAMUNING PUBLIC MARKET	8	10	18
3.	MURPHY PUBLIC MARKET	8	10	18
4.	FRISCO PUBLIC MARKET	6	8	14
5.	ROXAS PUBLIC MARKET	5	7	12
6.	PROJECT 4 PUBLIC MARKET	15	13	28
7.	PROJECT 2 PUBLIC MARKET	5	7	12
8.	SAN JOSE PUBLIC MARKET	3	3	6
Total number of CCTV cameras		60	70	130

4. **MARKSMANSHIP TRAINING AND GUN SAFETY HANDLING** for all *Private Security Professionals* for at least once a year must be undertaken at the *Private 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. Overhead Security Services – Five (5) Canine (K-9) and Five (5) Canine (K9) Handler

Must have passed the evaluation to be conducted by the Canine (K9) Team Evaluator to ensure proficiency/efficiency of the K9 teams.

Duties and responsibilities:

1. Conduct routine inspection/panelling of the installations/security sites.
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 bidded in Philippine 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, licenses 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 *PRIVATE SECURITY PROFESSIONALS*

9.1 The *Private Security Agency* shall assign to the City a certified-trained, experienced, licensed, uniformed, armed, and bonded *Private Security Professionals* 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.
- 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 Private Security Professionals to be posted must conform to the provisions of R.A 11917 and its Implementing Rules and Regulations (IRR) 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** years of age
- d) Physically and Mentally Fit
- e) *Must be of good Moral Character*

- f) *Must have finished the PLTC.*
- g) *At least 5'4" in height for male guard and 5'2" for female guard*
- h) *Minimum of at least **one (1) year experience** as security guard.*
- i) *Must not possess any of the disqualifications under Section 21. Disqualifications of the IRR of RA 11917 Such as:*
 - *Having been convicted of any crime or offense involving moral turpitude.*
 - *Having been dishonourably discharged or separated from employment or service.*
 - *Being mentally incompetent*
 - *Being a user or addicted to the use of dangerous drugs or narcotics*
 - *Being a Habitual drunkard*
 - *Dummy of a foreigner.*
- k) 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 firefighting equipment)
 - Building Security and Safety Training
 - Crime Prevention Training/Seminar
- l) 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/Frontliner Courtesy/Customer Service 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 *Private Security Professionals* 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 *Private Security Agency* for special City Government activities and must comply with the following requirements prior to posting.

Private Security Professionals' 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

Regular 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 *Private Security Agency* shall provide the City with security detachment with **Fifty Six (56)** *Private Security Professionals* 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 5**.

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 *Private 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, *Private 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 **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 *Private Security Agency* is *discouraged* to deploy **pregnant** lady guard to avoid any untoward incident that might affect her health condition or a **miscarriage** while on the tour of duty.

10.2. The *Private Security Professionals* 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 *Private Security Agency* in the Security Sites 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 *Private 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 *Private Security Agency* in the Security Sites. 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 Security 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 or assistant detachment commander any untoward incident while doing an area inspection;
- g. Reports to the detachment commander or 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.
- j. Submit report to the Detachment Commander/Security Officer any incident that happened during the tour of duty.

5.) Lobby or Information Guard – is a security guard assigned at the main entrance/exit of an installation or a building with the following functions and responsibilities;

- a. Follow Standard Operating Procedures (SOP) in dealing with the employees and transacting public;
- b. Require person and other visitors with firearms to deposit it to the proper authority or to him/her in exchange of a Firearms Depository Slip/Receipt and follow Standard Operating Procedures (SOP) in Proper Turn Over, Handling and Safekeeping of firearms.

- c. Check hand carried bags, packages and other boxes being brought in and out of the building;
- d. Check thoroughly the Gate Pass of incoming and outgoing properties, supplies and deliveries and prevent government properties to be brought out of the building without proper clearance/approved Gate Pass, if in doubt with the signatories of the same; verify it with the originating office before letting it out;
- e. Direct people asking question about the whereabouts of the offices without leaving the assigned post;
- f. Prevent anyone from leaving things, like boxes, bundles, and any material from his post to avoid congestion and claim of losses;
- g. Check thoroughly the Gate Pass of incoming and outgoing properties, supplies and deliveries and prevent Government properties to be brought out of the installation without proper clearance/ approved Gate Pass, if in doubt with the signatories of the clearance/Gate Pass, verify it with the originating office before letting it out;
- h. Monitor private maintenance, utility, repairmen, delivery and construction workers that at all times they should comply with the wearing of proper company Identification Card, as well as Company Uniform and Personnel Protective Equipment (PPE's) for safety and security reasons while doing construction, maintenance and other repair works within the City's compound;
- i. Prevent entry of illegal vendors, solicitations, product demonstrations and other persons without proper authority from the concerned office;
- j. Report any untoward incident to the immediate superior/officer that happened during the tour of duty.

6.) Floor Guard – Is a security guard assigned in every floor of the City's buildings with the following functions and responsibilities:

- a. Observe and monitor the movement of visitors and employees inside the floor or offices being guarded and report to immediate Security Officer any suspicious movement/looking, packages, boxes etc. within his AOR.
- b. Prevent or prohibit people from loitering and entering into restricted areas;
- c. Secure offices located in the assigned floor against theft, illegal entry, destruction, vandalism and other forms of unlawful acts;
- d. Allow transfer of properties in his area only when there is a proper and approved Gate Pass issued, record the item, its brand, its serial and property numbers to where it came from and where it will be going to;
- e. Conduct hourly inspection within the area assigned;
- f. Record name of employees rendering overtime as well as their time of arrival and departure;
- g. Record name of the first and last person seen in the offices being guarded;
- h. Monitor and/or prevent suspicious looking people to enter the office/s being guarded;
- 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.) Security Hardware & Systems Operator – is *Private Security Professionals* with certificate of completion of the required course as specified in RA 11917 and its Implementing Rules and Regulations.

- 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 *Private Security Professionals'* 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) *Other documents required under RA 11917 and its IRR.*
 - 6) *Health Certificate.*
- b. *Private Security Agency* shall provide adequate and responsible supervision over its *Private Security Professionals* and shall assume full responsibility of their proper and efficient performance;
 - c. *Private Security Agency* shall be solely and exclusively responsible for any act of omission of all its *Private Security Professionals* during their assigned duty/tour of duty;
 - d. *Private Security Agency* shall discipline the *Private Security Professionals*, and the administration shall conform to existing laws and implementing rules and regulations;
 - e. *Private Security Agency* shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass;
 - f. *Private Security Agency* shall guarantee absolutely no-occurrence if any form of mass action protest, mass leave, or strike by its *Private Security Professionals* within the City's premises;
 - g. *Private Security Agency* shall ensure that the *Private 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 security inspection within and outside **Package 5**.
 - h. *Private Security Agency* shall not allow any of its *Private Security Professionals* from fixing activities during and after their tour of duty;
 - i. *Private Security Agency* in its initiative may also have the security personnel change and/or replace subject to approval by the City through the CGSD. *Private Security Agency* shall not replace *Private Security Professionals* **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 *Private Security Professionals* Locker
 - k. *Private 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. *Private 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. *Private 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 *Private Security Professionals* as required.
 - n. *Private 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. *Private Security Agency* must maintain a sufficient number of *Private Security Professionals* in reserve (20% of the total deployment) for immediate deployment when the need arises.
 - p. *Private Security Agency* shall pay all statutory obligations prescribed by law to concerned government agencies including all applicable taxes, fees and charges.

- q. *Private Security Agency* shall issue undertakings/certification stating that the *Private Security Professionals* to be posted are in good morale standing and has not committed any grave offense in their previous post assignment.
- r. *Private Security Agency* shall strictly implement the existing City's House Keeping Rules and Regulations and other existing Policies and Guidelines.

XII. PRIVATE SECURITY AGENCY'S LIABILITIES

12.1. *Private 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. *Private 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. *Private 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 *Private 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. *Private 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. *Private 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 all liabilities to third parties resulting from any act, omission or neglect of the security personnel.

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

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

12.7. *Private Security Agency* shall ensure the City that the *Private Security Professionals* on duty shall 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 *Private Security Professionals* deployed under this agreement shall not be considered employees of the City but as employees of the *Private Security Agency*, for purposes of implementing the laws on labor and employment.

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

12.10. *Private 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. *Private 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 *Private Security Agency* shall be billed for the corresponding electrical consumption.

12.12. The *Private 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 Private 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) thru the SOSIA in accordance with R.A. 11917 "Private Security Industry Act" **BOOK IX, VIOLATIONS, PENALTIES, FINES, AND PENAL PROVISIONS Rule 68 Sanctions Against PSA, PSTA, and CGF, and Rule 67 Sanctions Against Private Security Professionals** and to the **other** disciplinary sanctions that may be imposed by the City through the CGSD on the individual erring Private Security Professionals.

Rule 68 Sanctions Against PSA, PSTA, and CGF

1) Sections 346. Classification of Offenses:

a. **Light Offense** committed by **PSA, PSTA, and CGF** 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 **PSA, PSTA, and CGF** shall include but not limited to:

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

c. **Grave Offense** committed by **PSA, PSTA, and CGF** shall include but not limited to:

- 1) When a falsified license is officially submitted by a private security agency to its prospective client in bidding or contracting for security services.
- 2) When a falsified document or report is submitted to the PNP as requirement for new or renewal of license to operate a **PSA, PSTA, or CGF**.

- 3) When a **PSA**, **PSTA**, and **CGF** has been found to be violating the minimum wage rates fix by law that should be granted to their private security/company guards.
- 4) When the **PSA**, **PSTA**, and **CGF** has been found to be engaging in activities that are dangerous to public safety and welfare or inimical national security.
- 5) When the **PSA**, **PSTA**, and **CGF** refuses to comply with the final and executory **NLRC** orders/decisions. This will be the ground for immediate revocation of license to operate.
- 6) When the **PSA**, **PSTA**, and **CGF** has been found to have engaged in unethical business practices including cut-throat competition by offering lower administrative fees contrary to Section 9 of R.A. 11917 or lower administrative contract rates that do not meet minimum wage rates for security services prescribed by laws, rules and regulations.
- 7) Use or/in possession of firearm that is personally owned by **PSP** or other person or entity other than the firearms of the **PSA**, **PSTA**, and **CGF** on duty having jurisdiction of the place being secured.
- 8) Issuing unlicensed firearm to the **PSP**.
- 9) Violation of Section 238 para 4 Book VII of this **IRR** on the prohibition on "undercutting" as well as the prohibition on "Kabit System"
- 10) Abuse or acting beyond the scope of authority.
- 11) Use and/or employment of security guard for purposes of committing threats, intimidation, coercion, or any other crimes/offenses, including show of force.
- 12) Violation of Section 237, 238, and 239, Book VII of this **IRR** as appropriate; and
- 13) Other similar offense pursuant to existing laws, rules and regulations.

2) Section 347. Penalties and Fines:

a. For Light Offense committed by PSA, PSTA, and CGF

- 1) Fine of P5, 000.00 for first offense.
- 2) Fine of P10, 000.00 for second offense.
- 3) Fine of P15, 000.00 revocation of License to Operate for 3rd offense.

b. For Less Grave Offense committed by PSA, PSTA, and CGF

- 1) Fine of P10, 000.00 for first offense.
- 2) Fine of P20, 000.00 for second offense: and
- 3) Fine of P30, 000.00 or revocation of License to Operate for 3rd offense.

c. For Grave Offense committed by PSA, PSTA, and CGF

- 1) Fine of P50, 000.00 for 1st offense.
- 2) Fine of P50, 000.00 for 2nd offense: and
- 3) Revocation of License to Operate for 3rd offense.

3) **Section 348. Habitual Offender** – Any **PSA/PSTA/CGF** which commits the same offense as enumerated in Section 345 paragraph a and b, after fined at least three (3) consecutive times shall be proceeded against through revocation or non-renewal of its license.

4) **Administrative Fines for PSAs** – the following administrative fines shall be imposed upon the PSA when a PSP was found committing any of the following offenses.

OFFENSES	FINES
Wearing of unprescribed uniform by posted security personnel	Php1,000.00 per guard for 1 st offense Php2,500.00 per guard for 2 nd offense Php5000.00 per guard for 3 rd and succeeding offense.
Posting security personnel not carrying their License to Exercise Profession, Firearms License, Duty Detail Orders and Certificate of Efficiency.	Php1,000.00 per guard for 1 st offense Php2,500.00 per guard for 2 nd offense Php5,000.00 per guard for 3 rd and succeeding offense.
Imposing and collecting unauthorized deductions from the salary of their security guard.	Php1,000.00 per guard for 1 st offense Php2,500.00 per guard for 2 nd offense Php5000.00 per guard for 3 rd and succeeding offense.
Failure to submit application and requirements for the renewal of license on prescribed date.	Php2,500.00 plus php 50.00 for every day of delay if filed before expiration of LTO; An addition of php5,000.00 plus php100.00 for every day of delay not to exceed sixty (60) days, if filed after expiration date of LTO.

Rule 67 Sanctions Against Private Security Professionals

1) **Section 340.** Any violation of the Private Security Professionals of the creeds, ethical standards, and codes as set forth in the preceding sections shall be considered as light, Less Grave or Grave Offenses as appropriate.

2) **Section 341. Light Offenses** - Light Offense shall include but not limited to:

- 1) Unauthorized/improper use of uniforms and accoutrements.
- 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) Performing acts other than his/her official functions not related to security profession.
- 7) All acts prejudicial good conduct, behaviour, morals and similar acts, pursuant to existing laws, rules and regulations.
- 8) Other similar offense.

3) **Section 342. Less Grave Offense** – Less Grave offenses shall include, but not limited to:

- 1) Not having in possession his/her license to exercise profession, duty detail order, firearms license (when carrying firearms) and certificate of Efficiency (CE) for K9 team while performing private security service.

- 2) *Use of uniform not appropriate for one's position.*
- 3) *Violation of any of the 11 general orders.*
- 4) *Illegal discharge of firearms.*
- 5) *Deliberate refusal to cooperate with the implementation of law enforcement activities.*
- 6) *Abusive behaviour.*
- 7) *Being under the influence of liquor or any intoxicating substance while on duty; and*
- 8) *Other similar offenses pursuant to existing laws, rules and regulations.*

4) Section 343. Grave Offenses - Grave offenses shall include, but not limited to:

- 1) *Using uniform other than those prescribed under these 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 while on duty or off duty.*
- 5) *Unauthorized access/disclosure of classified information to any person.*
- 6) *Refusal to provide information to authorized persons.*
- 7) *Illegal search.*
- 8) *Indiscriminate discharge of firearm.*
- 9) *Abuse or acting beyond the scope of authority.*
- 10) *Misrepresentation in the submission of documents for renewal of license.*
- 11) *Use of and/or employment of canine teams for purposes of committing threats, intimidation, coercion, or any other crimes/offenses, including show of force.*
- 12) *Commission of crimes involving moral turpitude and other special laws; and*
- 13) *Other similar or analogous offenses pursuant to existing laws, rules, and regulations.*

5) Section 344. Sanctions and Fines for Offenses Committed by PSPs. Without prejudice to criminal prosecution, the following penalties may be imposed, after due process, upon any private security personnel, thereafter, found guilty of committing any of the offenses previously enumerated in the three immediately preceding sections:

- 1) *For light offenses. – one (1) to thirty (30) days suspension or a fine ranging from One Hundred Pesos minimum to Five Hundred Pesos maximum (PhP100.00-PhP500.00) or both.*
- 2) *For less grave offenses. - One (1) month and one (1) day to six (6) months suspension for a fine ranging from Five Hundred Pesos minimum to One Thousand Pesos maximum (PhP500.00- PhP1,000.00) or both; and*
- 3) *For grave offenses, Suspension, Cancellation or Revocation of license as determined by the SLRB and subject to the approval of the Chief, SOSIA.*

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

a. Other Private Security Agency's Violations:

Violations	Penalty
1) Provided a <i>Security Motor Vehicle</i> but not in accordance with the contract.	Deduction from the billing of P500.00 per vehicle/day.
2) <i>Security Motor Vehicle</i> is unserviceable.	Deduction from the billing of P500.00 per day.
3) Failure to provide the required number of <i>Handheld</i> 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 <i>defective and/or unserviceable</i> .	Deduction from the billing of P500.00 per radio per day.
5) Radio Base is <i>defective and/or unserviceable</i> .	Deduction from the billing of P1,000.00 per day.
6) CCTV monitoring system is <i>defective and/or unserviceable</i> .	Deduction from the billing of P1,000.00 per day.
7) CCTV camera is <i>defective and/or unserviceable</i> .	Deduction from the billing of P500.00 per CCTV camera day.
8) Failure to provide the required number of firearms according to contract.	Deduction from the billing of P500.00 per day.
9) Issued firearms of lower calibre than the required in the contract.	Deduction from the billing of P500.00 per 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.	<i>Deduction from the billing of P500.00 per equipment per day</i>
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>Lack of security guards</i>	<i>Deduction from the billing of P1,000.00 per guard per day.</i>
13) No qualified Detachment Commander	Deduction from the billing of P1,000.00 per day
14) No qualified Assistant Detachment Commander	Deduction from the billing of P1,000.00 per day
15) No Detachment Driver	Deduction from the billing of P500.00 per day

b. **Other Private Security Professional's 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. <i>Reading newspaper and other unofficial reading materials while on duty.</i>	First Offense - Three (3) Day Suspension Second Offense - Five (5) Day Suspension Third Offense - Return to Unit/Agency
3. <i>Using cell phone while on duty.</i>	<i>First Offense - Three (3) Day Suspension</i> <i>Second Offense - Five (5) Day Suspension</i> <i>Third Offense - Return to Unit/Agency</i>
4. 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
5. 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
6. Merging or grouping;	Five (5) Day Suspension
7. Abandoning of Post	Return to Unit/Agency
8. Sleeping on Post while on duty.	Return to Unit/Agency
9. Multiple/different violations	Return to Unit/Agency
10. Playing his/her Firearm.	Return to Unit/Agency
11. Negligence in the performance of duty	Return to Unit/Agency or suspension to duty as determined by the Client or Security Agency

XIV. CITY'S DUTIES AND RESPONSIBILITIES

14.1. The City thru CGSD Building and Grounds Management Division (BGMD) shall strictly monitor the performance of the *Private Security Professionals* of the *Private 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 *Private 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

14.3 The City through the CGSD upon written representation, may at any time, demand the replacement of any *Private Security Professionals* 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 *Private 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 the CGSD in its desire to install discipline, improve performance, and professionalism among the *Private Security Professionals*, 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 *Private Security Agency's* and/or *Private Security Professional's* expense to ensure that the *Private security 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 *Private Security Agency* shall be deducted from the monthly billing of the *Private Security Agency*.

15.2. The City shall pay the *Private 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 Security 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 *Private Security Agency*.
- g. *Private Security Agency* and Security Guard's Violation Report Form – to be prepared and submitted by the CGSD Security Inspector for purposes of deduction and implementation of corresponding penalty (For the violations committed by the *Private Security Agency* and the *Private Security Professionals*) in the monthly billings of the *Private 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 *Private 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 *Private Security Agency* and/or its security personnel and employees that are inimical to the interest of the City.

17.3. In case additional security guards are needed, prior approval of the City is required based in the bid of the *Private Security Agency* per security personnel and based on the submitted bid rate. The *Private Security Professionals* 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 *Private Security Agency*, extra judicially suspend, cancel or terminate this Agreement upon thirty (30) day notice on any of the following grounds:


- When the *Private Security Professionals* 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 *Private Security Professionals* 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 *Private 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 *Private Security Agency* fails to pay the salaries of any *Private Security Professionals* for two (2) consecutive billing periods without just cause;
- When the City finds the *Private Security Agency* to have failed in its obligations to any of its security guards based on the *Private Security Agency's* Agreement with the City, thus affecting the state of morale and efficiency of the entire security detachment.
- When the City finds *Private Security Agency* has increased or decreased the number of security guards without the written approval of the City;
- When the *Private 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 *Private 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 *Private 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.

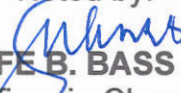
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