

TERMS OF REFERENCE

PROJECT NAME: **PROVISION OF SECURITY SERVICES FOR HIGH SECURITY RISK/DISASTER RESPONSE RELATED PUBLIC ELEMENTARY, JUNIOR HIGH SCHOOL AND SENIOR HIGH SCHOOLS IN QUEZON CITY**

I. GENERAL

1. This Terms of Reference shall apply to procurement of security services for **high security risk/disaster response-related public elementary, junior and senior high schools in Quezon City** as follows:

a. PUBLIC ELEMENTARY SCHOOLS

- 1) Bago Bantay Elementary School
- 2) NOH-School for Crippled Children
- 3) Bagong Pag-asa Elementary School
- 4) San Francisco Elementary School
- 5) San Antonio Elementary School
- 6) Mines Elementary School
- 7) Project 6 Elementary School
- 8) Sto. Cristo Elementary School
- 9) Toro Hills Elementary School
- 10) D. Tuazon Elementary School
- 11) Ramon Magsaysay Elementary School
- 12) San Jose Elementary School
- 13) Pag-ibig sa Nayon Elementary School
- 14) Dalupan Elementary School
- 15) Cong. Reyanaldo Calalay Mem. School
- 16) Masambong Elementary School
- 17) Bayanihan Elementary School
- 18) Bungad Elementary School
- 19) Balingasa Elementary School
- 20) Esteban Abada Elementary School
- 21) Paltok Elementary School
- 22) Sinag-Tala Elementary School
- 23) Bagong Silangan Elementary School
- 24) Benigno Auino Elementary School
- 25) Manuel L. Quezon Elementary School
- 26) Holy Spirit Elementary School
- 27) Lupang Pngako Elementary School
- 28) Payatas B Elementary School
- 29) Raymundo Punongbayan Elementary School
- 30) Payatas C Elementary School
- 31) San Diego Elementary School
- 32) Commonwealth Elementary School
- 33) Doña Juana Elementary School
- 34) Melencio Castelo Elementary School
- 35) Pres. Corazon Aquino Elementary School
- 36) Balara Elementary School

- 37) Cubao Elementary School
- 38) Eulogio Rodriguez Sr.Elementary School
- 39) Libis Elementary School
- 40) Pura V. Kalaw Elementary School
- 41) Quirino Elementary School
- 42) Bagumbayan Elementary School
- 43) Old Balara Elementary School
- 44) Batino Elementary School
- 45) Project 3 Elementary School
- 46) T. Alonzo Elementary School
- 47) 15th Avenue Elementary School
- 48) Aguinaldo Elementary School
- 49) Camarilla Elementary School
- 50) Dona Josefa Elementary School
- 51) Fort Aguinaldo Elementary School
- 52) Kalantiyaw Elementary School
- 53) San Vicente Elementary School
- 54) P. Bernardo Elementary School
- 55) Betty Go-Belmonte Elementary School
- 56) Diosdado Macapagal Elementary School
- 57) Camp Crame Elementary School
- 58) Aurora A. Quezon Elementary School
- 59) Cruz na Ligas Elementary School
- 60) General Roxas Elementary School
- 61) Kamuning Elementary School
- 62) Pinyahan Elementary School
- 63) Tomas Morato Elementary School
- 64) M.H. Del Pilar Elementary School
- 65) Malaya Elementary School
- 66) Rosa Susano Elementary School
- 67) San Gabriel Elementary School
- 68) Maligaya Elementary School
- 69) Fairview Elementary School
- 70) Nagkaisang Nayon Elementary School
- 71) San Agustin Elementary School
- 72) San Bartolome Elementary School
- 73) West Fairview Elementary School
- 74) Goodwill Elementary School
- 75) Odelco Elementary School
- 76) Dona Rosario Elementary School
- 77) Villa Verde Elementary School
- 78) Damong Maliit Elementary School
- 79) D.M. Geraldez Elementary School
- 80) Kaligayahan Elementary School
- 81) Lagro Elementary School
- 82) Bagbag Elementary School
- 83) North Fairview Elementary School
- 84) Culiati Elementary School
- 85) Placido del Mundo Elementary School
- 86) Bonifacio Memorial Elementary School

- 87) GSIS Village Elementary School
- 88) Lucas R. Pascual Elementary School
- 89) Sauyo Elementary School
- 90) New Era Elementary School
- 91) Pasong Tamo Elementary School
- 92) Tandang Sora Elementary School
- 93) Apolonio Samson Elementary School
- 94) Balumbato Elementary School
- 95) L. B. Santos Elementary School

b. PUBLIC JUNIOR HIGH SCHOOLS

- 1) Ernesto Rondon High School
- 2) Sergio Osmena High School
- 3) Judge Juan Luna High School
- 4) San Francisco High School
- 5) Baligasa High School
- 6) Eulogio Rodriguez Jr. High School
- 7) Masambong High School
- 8) Pugad Lawin High School
- 9) Quezon City Science High School
- 10) San Jose High School
- 11) Bagong Silangan High School
- 12) Commonwealth High School
- 13) Batasan National High School
- 14) Holy Spirit High School - Main
- 15) Holy Spirit High School – Annex
- 16) Judge Feliciano Belmonte High School
- 17) Justice Cecilia Muñoz Palam High School
- 18) Quirino High School
- 19) Camp Gen. Emilio Aguinaldo High School
- 20) Jose P. Laurel High School
- 21) Balara High School
- 22) Carlos P. Gracia High School
- 23) Don Quintin Paredes High School
- 24) Juan Sumulong High School
- 25) Don A Roces Sr. Science and Technology High School
- 26) Dr. Josefa Jara Martinez High School
- 27) Manuel Roxas High School
- 28) Ramon Magsaysay Cubao High School
- 29) Carlos Albert High School
- 30) Camp Crame High School
- 31) Flora Ylagan High School
- 32) Krus na Ligas High School
- 33) Poncio Bernardo High School
- 34) Quezon City High School
- 35) Lagro High School
- 36) Novaliches High School
- 37) Sta. Lucia High School
- 38) West Fairview High School

- 39) Doña Rosario High School
- 40) San Bartolome High School
- 41) North Fairview High School
- 42) Maligaya High School
- 43) Culiati High School
- 44) Sauyo High School
- 45) Ismael Mathay Sr. High School
- 46) New Era High School
- 47) Tandang Sora National High School
- 48) San Francisco High School (Division Warehouse)

c. PUBLIC SENIOR HIGH SCHOOL

- 1) NOH – Sta. Lucia Senior High School
- 2) Nick M. Joaquin Senior High School
- 3) Pedro Tuason Senior High School
- 4) Eugenio Lopez Jr. Center for Media Arts Senior High School
- 5) Jose V. Palma Senior High School
- 6) Leandro V. Locsin Senior High School
- 7) Apolonio Samson Senior High School
- 8) Lucrecia R. Kasilag Senior High School (Esteban Abada)
- 9) Carlos P. Romulo Senior High School (Bagong Pagasa)
- 10) Jose Maria Panganiban Senior High School
- 11) Talipapa Senior High School
- 12) Emilio Jacinto Senior High School
- 13) Justice Cecilia Muñoz Palma Senior High School
- 14) Melchora Aquino Senior High School
- 15) Amlac Senior High School (Payatas)
- 16) Nagkaisang Nayan Senior High School
- 17) Doña Rosario Senior High School
- 18) Fernando Amorsolo Senior High School
- 19) Sta. Monica Senior High School

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 upgraded security services for the purpose of guarding its public school premises, teaching and non-teaching personnel, pupils and students and its visitors from/against theft, pilferage, burglary, arson, vandalism, trespass and other unlawful acts. The City General Services Department (GSD) is mandated under **R.A. 7160** known as the Local Government Code of 1991 under Article 20, Sec. 490 paragraph b(v) "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 and the administration of the City's properties relative to their acquisition, custody, storage, delivery, utilization, maintenance and disposal as well as the security of its public schools, teaching and non-teaching personnel, pupils and students and its visitors, the hiring of private security is deemed imperative to ensure their security and

protection from unwarranted damages, destructions, losses, etc. The outsourcing scheme for security services as compared to plantilla and/or job contract positions are for the best advantage of the City Government due to the following considerations:

ECONOMY: The Security Agency shall provide all necessary security equipment such as Radios, 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 insurance (while the National and City Government has to insure, provide overtime, night differential and hazard pay for regular plantilla employees) all of which are responsibilities of the Security Agency as included 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 which cannot be done for regular plantilla positions of the civil service since due process must be undertaken first. Hundred percent (100%) posting is assured due to availability of relievers at all times and a provision of Twenty percent (20%) elbow room of the total number of security personnel without additional cost to the City Government. Mobility and efficiency of the security force will be maintained because of the required age bracket in the service contract.

Security Agency shall assume full responsibility for any loss or damage to properties covered by this agreement except losses or damages caused by fortuitous event or force majeure. While the Schools Division Office and the City Government have to bear the losses for items not covered by insurance and surety bonds.

The capability of each Security Agency, based on their Eligibility requirements, technical and financial proposals will be checked and verified. This includes checklist of their submitted documents being a legal and capable Security Agency to perform responsively to the needs of the Schools Division Office, and what can be expected from them as a whole organization and as an individual worker on our premises.

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. **SECURITY AGENCY** - the individual, firm, partnership, corporation, which undertakes the contract of work herein after described.
2. **SECURITY PLAN** - is the method, management or strategy of the Security Agency in implementing their services to the City Government.
3. **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.
4. **CITY GOVERNMENT** – here refers to the Quezon City Government represented by its City Mayor or his representative.
5. **SCHOOLS DIVISION OFFICE** - here refers to the Schools Division Office (SDO) of Quezon City which administers and supervises all public elementary and secondary schools in Quezon city represented by its Schools Division Superintendent or his representative.

6. **PUBLIC ELEMENTARY AND SECONDARY SCHOOLS** – here refers to high-security risk and disaster-response related public elementary and secondary schools in Quezon City as reported by the Division of City Schools.
7. **BIDS & AWARDS COMMITTEE (BAC-GOODS)** – it is the committee tasked to conduct public bidding by the City Government pursuant to IRR of RA 9184.
8. **PACKAGE** – means one installation or group of different installations of offices/buildings of Quezon City public elementary and secondary schools for the purpose of bidding, the security services of which will be awarded to one Security Agency.
9. **CONTRACT** – here 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.
10. **CONTRACT PRICE** – the sum or sums in peso value indicated in the Financial Proposal.
11. **SECURITY SITE** – means buildings, premises, compound, assets and offices of the city schools to be secured.
12. **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.
13. **PRIVATE SECURITY PERSONNEL** – Shall be 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.
14. **BIDS** – means the eligibility/technical proposal/financial proposal as requirements to be submitted with the BAC-GOODS.
15. **ELIGIBLE BIDDERS** – refers to any Security Agency that passes the eligibility requirements of the QCBAC-Goods of the City Government.
16. **SUCCESSFUL BIDDER** – means the bidder selected for award of the contract.
17. **TECHNICAL WORKING GROUP** – a group created to assist the Bids and Awards Committee in order to prepare the bidding documents, bid evaluation and awarding of contract for security services, pursuant to IRR of RA 9184.
18. **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.
19. **STATUTORY OBLIGATIONS** – means monetary and administrative obligations required by law.
20. **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.
21. **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 for not more than five (5) consecutive days at any given time in cases of emergency or when

there is an immediate need by the City Government of additional security services and/or personnel for posting within the area of assignment.

IV. SCOPE OF WORK

- 4.1. The Security Agency for this Package shall provide security service to SDO generally along with the Standard Operating Procedure (SOP) and Security Plan of the Security Site and which forms an integral part of this Agreement. The Security Agency has the responsibility for the deployment of security personnel to protect against lawless violence and other occurrence that may happen on the following Security Sites;
- 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 school premises, officials, teaching and non-teaching personel and pupils/students, properties and records of the SDO in accordance with the existing laws taking into consideration the locations as set-forth in the Terms of Reference (TOR). This shall serve as a primary deployment plan.
- 4.3 If in case there is a need for an **additional** or **new posting** of security personnel within the area of responsibility, an **approval** by the City Mayor/City Administrator, as recommended by the Schools Division Superintendent is required before the additional or redeployment of security personnel can be effected provided however that it should not exceed Ten Percent (10%) of the total number of security personnel subject to Ammendment to Order of the Implementing Rules and Regulations of RA 9184. The existing Security Agency under this Package shall assume the security services of posting of security personnel for the following;
- 4.4 The Security Agency shall provide safety depository box or safety vault for the firearm issued to the guard within the school compound, in case of single guard possting, and shall be liable for the safety of the firearm.

POSTING AREA	Number of Security Guards
A. <u>PUBLIC ELEMENTARY SCHOOLS</u>	
1. Bago Bantay Elementary School	2
2. NOH-School for Crippled Children	2
3. Bagong Pag-asa Elementary School	2
4. San Francisco Elementary School	2
5. San Antonio Elementary School	2
6. Mines Elementary School	2
7. Project 6 Elementary School	2
8. Sto. Cristo Elementarty School	2
9. Toro Hills Elementary School	3
10. D. Tuazon Elementary School	2
11. Ramon Magsaysay Elementary School	2

12. San Jose Elementary School	2
13. Pag-ibig sa Nayon Elementary School	1
14. Dalupan Elementary School	2
15. Congressman Reynaldo A. Calalay Mem. School	2
16. Masambong Elementary School	2
17. Bayanihan Elementary School	2
18. Bungad Elementary School	2
19. Balingasa Elementary School	1
20. Esteban Abada Elementary School	1
21. Paltok Elementary School	1
22. Sinag-Tala Elementary School	1
CD-I TOTAL	40
23. Bagong Silangan Elementary School	4
24. Manuel L. Quezon Elementary School	6
25. Benigno Aquino Elementary School	3
26. Holy Spirit Elementary School	6
27. Lupang Pangako Elemetary School	4
28. Payatas B Elementary School	3
29. Payatas B Annex Elementary School (Raymundo Punongbayan)	2
30. Payatas C Elemenetary School	3
31. San Diego Elementary School	3
32. Commonwealth Elementary School	4
33. Dona Juana Elementary School	4
34. Melencio Castelo Elementary School	4
35. Pres. Corazon C. Aquino Elementary School	7
CD-II TOTAL	53
36. Balara Elementary School	5
37. Cubao Elementary School	2

38. Eulogio Rodriguez Sr. Elementary School	2
39. Libis Elementary School	2
40. Pura V. Kalaw Elementary School	2
41. Quirino Elementary School	2
42. Bagumbayan Elementary School	2
43. Old Balara Elementary School	3
44. Batino Elementary School	2
45. Project 3 Elementary School	2
46. T. Alonzo Elementary School	2
47. 15 th Avenue Elementary School	2
48. Aguinaldo Elementary School	2
49. Camarilla Elementary School	2
50. Dona Josefa Elementary School	2
51. Fort Aguinaldo Elementary School	1
52. Kalantiyaw Elementary School	1
CD-III	36
53. San Vicente Elementary School	2
54. P. Bernardo Elementary School	2
55. Betty Go-Belmonte Elementary School	2
56. Diosdado Macapagal Elementary School	4
57. Camp Crame Elementary School	2
58. Aurora A. Quezon Elementary School	2
59. Cruz na Ligas Elementary School	2
60. General Roxas Elenmentary School	3
61. Kamuning Elementary School	2
62. Pinyahan Elementary School	2

63. Tomas Morato Elementary School	2
64. M.H. Del Pilar Elementary School	2
65. Malaya Elementary School	1
CD-IV TOTAL	28
66. Rosa Susano Elementary School	6
67. San Gabriel Elementary School	3
68. Maligaya Elementary School	6
69. Fairview Elementary School	4
70. Nagkaisang Nayon Elementary School	2
71. San Agustin Elementary School	2
72. San Bartolome Elementary School	3
73. West Fairview Elementary School	2
74. Goodwill Elementary School	2
75. Odelco Elementary School	2
76. Dona Rosario Elementary School	2
77. Villa Verde Elementary School	2
78. Damong Maliit Elementary School	2
79. D. M. Geraldez Elementary School	2
80. Kaligayahan Elementary School	2
81. Lagro Elementary School	2
82. Bagbag Elementary School	2
83. North Fairview Elementary School	2
CD-V TOTAL	48
84. Culiati Elementary School	2
85. Placido del Mundo Elementary School	4
86. Bonifacio Memorial Elementary School	2
87. GSIS Village Elementary School	2
88. L.R. Pascual Elementary School	2

89. Sauyo Elementary School	5
90. New Era Elementary School	3
91. Pasong Tamo Elementary School	4
92. Tandang Sora Elementary School	2
93. Apolonio Samson Elementary School	2
94. Balumbato Elementary School	1
95. L.B. Santos Elementary School	1
CD-VI TOTAL	30
<u>B. PUBLIC JUNIOR HIGH SCHOOLS</u>	
1. Ernesto Rondon High School	3
2. Sergio Osmena High School	2
3. Judge Juan Luna High School	3
4. San Francisco High School	5
5. San Francisco High School (Division Warehouse)	3
6. Balingasa High School	2
7. Eulogio Rodriguez Jr. High School	2
8. Masambong High School	2
9. Pugad Lawin High School	2
10. Quezon City Science High School	2
11. San Jose High School	2
CD-I TOTAL	28
12. Bagong Silangan High School	4
13. Commonwealth High School	4
14. Batasan National High School	10
15. Holy Spirit National High School – Main	3
16. Holy Spirit National High School – Annex	2
17. Judge Feliciano High School	4
18. Justice Cecilia Munoz Palma High School	4

CD-II TOTAL	31
19. Quirino High School	3
20. Camp Gen. Emilio Aguinaldo High School	2
21. J. P. Laurel High School	3
22. Balara High School	2
23. Carlos P. Garcia High School	2
24. Don Quintin Paredes High School	2
25. Juan Sumulong High School	2
CD-III	16
26. Don A Roces Sr. Science and Technology High School	3
27. Dr. Josefa Jara Martinez High School	2
28. Manuel Roxas High School	3
29. Ramon Magsaysay Cubao High School	3
30. Carlos Albert High School	4
31. Camp Crame High School	2
32. Flora Ylagan High School	2
33. Krus na Ligas High School	2
34. Ponciano Bernardo High School	2
35. Quezon City High School	2
CD-IV TOTAL	25
36. Lagro High School	7
37. Novaliches High School	5
38. Sta. Lucia High School	2
39. West Fairview High School	3
40. Doña Rosario High School	3
41. San Bartolome High School	5
42. North Fairview HS	3

43. Maligaya High School	2
CD-V TOTAL	30
44. Culiati High School	2
45. Sauyo High School	5
46. Ismael Mathay Sr. High School	3
47. New Era High School	3
48. Tandang Sora National High School	3
CD-VI TOTAL	16
C. <u>PUBLIC SENIOR HIGH SCHOOLS</u>	
1. NOH – Sta. Lucia Senior High School	2
2. Nick Joaquin Senior High School	2
3. Pedro Tuason Senior High School	2
4. Eugenio Lopez Jr. Center for Media Arts Senior High School	2
5. Jose V. Palma Senior High School	2
6. Leandro V. Locsin Senior High School	2
7. Apolonio Samson Senior High School	2
8. Lucrecia R. Kasilag Senior High School (Esteban Abada)	2
9. Carlos P. Romulo Senior High School (Bagong Pag-asa)	2
10. Amlac Senior High School (Payatas)	2
11. Jose Maria Panganiban High School	2
12. Talipapa Senior High School	2
13. Emilio Jacinto Senior High School	2
14. Justice Cecilia Munoz Palma Senior High School	2
15. Melchora Aquino High School	2
16. Nagkaisang Nayon Senior High School	2
17. Fernando Amorsolo Senior High School	2
18. Dona Rosario Senior High School	2
19. Sta. Monica Senior High School	2
TOTAL	38

TOTAL FOR ELEMENTARY SCHOOLS	235
TOTAL FOR JUNIOR HIGH SCHOOLS	146
TOTAL FOR SENIOR HIGH SCHOOL	38
GRAND TOTAL	419

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

5.1.The cost of the project is **FIXED** in the amount of **Two Hundred Forty Seven Million Two Hundred Thirty Two Thousand Eight Hundred Forty Three Pesos and 88/100 (Php 247,232,843.88)** for this **Package**, payable for twelve (12) months for **Four Hundred Nineteen (419)** security personnel inclusive of one (1) Detachment Commander, one (1) Assistant Detachment Commander, two (2) Health and Safety Officer (pursuant to the provisions of RA11058, Chapter IV) other required services and equipment, excluding CCTV cameras. The cost derivation is as follows:

NCR Wage Order No. 24 Effective July 16, 2023		
Days worked per week		7 days
Amount to Guard		
New Daily Wage (DW)(394.40 days		<u>P 610.00</u>
Ave. Pay/month (DW x no. of days per year/12)	<u>P20,048.67</u>	
Night Differential Pay (Ave. Pay/mo. x 10% x 1/3)	<u>1,002.43</u>	
13th Month Pay (DW) x 365/12/12	<u>1,546.18</u>	
5 Days Incentive Pay (DW + COLA x 5/12)	<u>254.17</u>	
Uniform Allowance (R.A. 5487)	<u>100.00</u>	
Overtime Pay	<u>12,696.39</u>	<u>35,647.84</u>
Amount to Government in Favor of Guard		
Retirement Benefit (R.A. 7641)	<u>P 1,143.75</u>	
SSS Premium (January 2023)	<u>1,900.00</u>	
Philhealth Contribution (January 2022)	<u>400.97</u>	
SSS Mandatory Provident Fund	<u>950.00</u>	
State Insurance Fund	<u>30.00</u>	
Pag-ibig Fund	<u>100.00</u>	<u>4,524.72</u>
A. TOTAL AMOUNT TO GUARD SCHOOLS		<u>P 40,172.56</u>
B. AGENCY FEE		
Administrative Overhead and Margin		8,034.51
C. VALUE ADDED TAX (Agency Fee x 12% VAT-RMC-39-2007)		<u>964.14</u>
Minimum contract rate for 12 hours (Min. contract rate for 8 hrs x 1.5)		<u><u>P 49,171.21</u></u>

5.2. The contract includes provisions of Twenty Percent (20%) elbow room of the total number of security personnel when the needs arise to be determined by the procuring entity for five days (5) per incident within the entire duration of the contract such as the following:

- a) Emergency Situations
 - Mass Action Protest/Rally/Strike

- Fire
- Earthquake
- Typhoon
- Bomb Threat/Scare etc.

b) Special activities and/or events of the City Government and the Schools Division Office

- 5.3 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. CRITERIA FOR PROSPECTIVE BIDDERS

(Please see attached "Annex A" for the set of minimum requirements).

6.1. ELIGIBILITY CRITERIA

Only eligible 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*

6.2 TECHNICAL CRITERIA

- 6.2.1. 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) 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 obligation 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 requirements and with a minimum of Four Hundred (400) 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.
- 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.
- 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**).

3. SECURITY PLAN

- a. The Security Plan must be submitted to the BAC-Goods, 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) Emergency Preparedness Plan
 - Contingency Plan for Typhoon and Flood
 - Contingency Plan against Fire
 - Contingency Plan for Earthquake
 - Contingency Plan for Anti – Terrorism and Bomb Threats.
 - Mass Action/Rally
 - Contingency Plan for Pandemic
- 2) Sites Security and Safety Plan
- 3) Crime Prevention Plan
- 4) Disaster Management Plan
- 5) Evacuation Plan in case the school will be used as an Evacuation Center
- 6) Turn over or Transition Plan
- 7) Physical Security
- 8) Personnel Security
- 9) Protection of Sensitive Information

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

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

- c. The Security Plan shall provide a minimum requirement of all miscellaneous items listed hereunder as enumerated in their technical proposal:

1) Personnel Identification and Control

Printing of color-coded passes ID cards must be charged to the Security Agency's account upon approval by the SDO/GSD of the design and contents for all installations under this Package.

- a) Visitors/transacting public ID cards
- b) Contractor's /Supplier's/Maintenance & Construction Personnel'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.

3) Gears & Equipment

“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)”

a. Firearms and Ammunition

- To submit List of Licensed Firearms with serial numbers and to be supported by its Licenses.

Type of Firearms	Quantity	Ammunition
1. 9MM	1 per school	14-rounds

b. Communication Equipment

Particulars	Description/Specifications	Quantity
1) Radio Base	VHF, with Repeater & NTC registration	1-set
2) Computer set	Brand New	1 unit
3) Handheld Radio	VHF, with Caller ID and NTC registration	1 unit/school
4) Cell Phone	With load provisions	1-unit/school

c. Transportation Equipment

- To submit List and kind of motor vehicles supported by OR/CR as proof of ownership or Lease Agreement if under lease.

Particulars	Description/Specifications	Quantity
1) Four (4) wheeled vehicle	(Asean Utility Vehicle (AUV) in good running condition and with gas allocation). Not lower than 2015 year model	1-unit
2) Motorcycle	150cc (in good running condition) with complete accessories and gas allocation.	1-unit
3) Two Wheel Stand Up Electric Scooter	In good running condition and with crash helmet.	1-unit

1. List of Equipment for each public elementary, junior and senior high schools

- a) 1 unit 9MM with 14 rounds of ammunition per unit
- b) 1-unit of Handheld Radio with caller I.D. and NTC registration
- c) Flashlights (LED) one per guard
- d) 2-units of Search Light (Heavy duty)
- e) Raincoats one per guard
- f) Rainboots one per guard
- g) 1-unit Under Chassis mirror

- h) 2-units Metal Detectors
- i) 1-unit Firearms Depository Box
- j) 1-unit Mountain Bike
- k) 1-unit Traffic Vest (luminous)
- l) 1-set Traffic Gloves (luminous) per guard
- m) 1-unit Guard House
- n) 2-units Mega Phone
- o) 1 logbook per security guard
- p) 1-set of Radio Base
- q) 1 Key Holder
- r) First Aid Kit one set per guard
- s) 2 pcs.Big Umbrella
- t) 1 set Face Mask/Face Shield

2) 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.

3) Contingency Plan:

- a) Natural calamities;
 - Typhoon
 - Flood
 - Earthquake
 - Pandemic
- b) Man made calamities;
 - Fire
 - Strike, Public Demonstration/Rally
 - Bomb Attack/Threats
- c) Crime Prevention
 - Salisi Gang
 - Budol – Budol
 - Fixer
 - Pick Pocket/Snatcher
 - And other crimes

4) Extra Services

The two (2) Bomb Sniffing Dogs must have passed the evaluation and/or certified by the PNP EOD Bomb Squad Unit to ensure competency and credibility of the dog and the handler. Daily or regular routine inspection/panelling of installations under this package and/or as often as necessary/needed and shall extend same services/assistance during special events and/or as needed without additional cost to the City.

6.3 FINANCIAL CRITERIA

6.3.1 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.

6.3.2 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, licenses chargeable on the goods; and
- c. Any other relevant or material cost.

VII. MINIMUM QUALIFICATIONS OF SECURITY PERSONNEL

7.1 The Security Agency shall assign to the Division well-trained, experienced, licensed, uniformed, armed, and bonded security personnel and who shall meet the following qualifications:

1. **Detachment Commander** – must be a retired military or PNP officer with a minimum of three (3) years experience as detachment commander with Security Officer's license.
2. **Assistant Detachment Commander** – must have a minimum of three (3) years experience as Security Officer with license of Certified Security Personnel handling a minimum complement of one hundred (100) guards/detachment. Assistant Detachment Commander must possess all qualifications listed for security guards.
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/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. Certified Security Personnel (CSP)
- f. Computer literate

4. Security Guards

The qualification of security guards to be posted must conform to the Revised Rules and Regulations 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) At least college level (At least 2nd year level or graduate of any 2 year technical/vocational course)
- c) Must be at least **21-45** years of age
- d) Physically and mentally fit
- e) Has undergone pre-licensing course
- f) At least 5'6" in height for male guard and 5'2" for female guard
- g) Must not possess any of the disqualification listed in Section 2 Rule II or RA 5487. Such as:

1. Dishonourably discharged from the government or government owned or controlled corporation;
 2. Being mentally incompetent;
 3. Addicted to the use of narcotics drugs;
 4. Habitual drunkard;
 5. Must not been convicted of any crime involving moral turpitude.
- h) In addition, **with minimum of one (1) year experience** as security guard.
- i) Security guards to be posted must undergo the herein listed trainings/seminars.

- Basic Security Guard Course
- Re-training course
- Basic Supervisory Training Course (Officers)
- Security Supervisor Deployment Course (Officers)
- Campus Security Training
- Gun-handling training
- Bomb Training/Seminar
- Rescue/Emergency Training
- First Aid/Basic Life Support Training/Seminar
- Fire fighting seminar (Use of fire fighting equipment)
- High rise building security and safety training
- Child Protection Policy Seminar
- Health Safety Protocol

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

- a) PERSONNEL ESCORT.....for VIP
- b) Special Event Security.....for special event and activities
- c) Bank Security for Cashier

- j. Security guards to be posted shall also undergo;
- Public Front Liner Courtesy Seminar
 - GAD 101
 - Conflict Resolution
 - Dynamics of Student Behavior
 - And other pertinent trainings/seminars being required by the City and the Division.

7.2. All Security personnel to be posted in schools shall wear the prescribed proper and complete uniform during the entire tour of duty as well as sash or gala uniform that must be provided by the Security Agency for special school and City Government activities and must comply with the following requirements prior to posting.

➤ Security Guard's Uniform:

1. Top.....White long sleeves with necktie
2. Bottom.....Standard long navy blue pants (for male)
Navy blue skirt and black stockings (for 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, etc.)

VIII. MANPOWER REQUIREMENTS

8.1 Security Agency shall provide the schools with security detachment with a maximum composition of Four Hundred Nineteen (419) security personnel including One (1) Detachment

Commander, One (1) Assistant Detachment Commander and Two (2) Health and Safety Officers to command the detachment/sub detachments under this package.

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 of the General Services Department (GSD) and the Schools Division Office. It is agreed that in case of absences, Security Agency shall provide relievers who are equally competent and duly licensed security guards.

Regular **replacement** of security personnel (at least **50%** of the total number of security personnel) must be effected at least **every 6 (six) months** to avoid overstaying, security breaches, biases, paternalism and establish political affiliation with the City Officials and employees.

Further, regular re-shuffle of security guards 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 efficiently and effectively perform the assigned task within the twelve (12) hours duty, The Security Agency is advice not to deploy **pregnant** lady guard in order to avoid any untoward incident that might affect her health condition and/or **miscarriage** while on the tour of duty.

8.2. 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 in order 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 School and 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. Conducts proper deployment of security guards to their assigned areas. 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. Helps and assists other security guards who encounter problems and difficulties while in the performance of their duties;
- g. Monitors and inspects all posted security guards to ensure that they are on their respective post and doing their work properly;
- h. Reports to the detachment commander any untoward incident while doing an area inspection;
- i. Reports to the detachment commander the presence of suspicious looking person, ambulant vendors, and other persons doing unlawful acts within the premises of the client;
- j. Submit daily accomplishment report to the detachment commander;
- k. Makes a written report of the entire incident that has transpired during his tour of duty and informs his detachment commander of the incident the way it transpired.
- l. Conduct continuous assessment of the security situation and make recommendations to the Detachment Commander for the improvement of the security system;
- m. Conduct investigation relative to the security problem/s in the premises;
- n. Perform other functions/duties that may be given to him by the Detachment Commander and/or as may be required by the City.

3) Security Guard – is a security personnel assigned in schools. The security guards to be deployed will assume posts/assignments as designated by the Schools Division Office and the school principals based on the number of existing permanent city or national-paid security guards and contractual security enforcers, if any, who will share in the performance of the following functions and responsibilities:

As Roving Guard – works without a fixed post or specific area of confinement

- a. Conduct roving inspection around the school premises, report thru radio any untoward situations, incidents to his immediate Security Officer during his tour of duty;
- b. Check incoming and outgoing deliveries, packages and supplies;
- c. Check the baggage of incoming and outgoing visitors during the peak office hours wherein lots of people are passing through the gate entrances;
- d. Observe the movement of people inside the building and premises of the school and report presence of suspicious looking individuals and baggage, boxes, packages etc. inside the premises;
- e. Prevent outsiders/people without official business from littering and loitering within the school's premises especially ambulant vendors from going in and passing through the offices and classrooms;
- f. After office hours, examine/check different offices, rooms including principal's office, faculty rooms, machine rooms and utility rooms to see if the same are properly locked;

- g. Report left unattended lights, faucets and other electrical appliances, computer units, that have been left functioning and or operational by teaching and non-teaching personnel and events as well as unlocked doors and windows and report such incidents to the immediate superior or school principal for recording and reporting to the Division and the City;
- h. Perform other functions/duties as may be required and/or be assigned by the Detachment Commander, Asst. Detachment Commander and/or by the City.
- i. Submit report to the Detachment Commander/Security Officer any incident that happened during the tour of duty.

As Lobby or Information Guard –assigned at the main entrance/exit of an installation or a building;

- 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 school properties to be brought out of the school 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 school'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.

As Floor Guard –assigned in every floor of school buildings.

- a. Observe and monitor the movement of visitors and employees inside the school 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 school/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's;
- 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.

As Gate 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 school 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;
- h. Prevent employees from bringing out school properties, public documents and other materials without any proper authorization or approved Gate Pass;
- i. Submit report to the Detachment Commander/Security Officer any incident that happened during the tour of duty.

As Parking Guard –posted at the parking area of the school compound.

- a. Reserve parking space/slot allotted for the officials of the school and prevent other motorist from parking thereat;
- b. Record time of arrival and departure of the official, employees and visitors, 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 school'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.

As CCTV and Radio Base Operator/Guard – 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". Must have technical knowledge in CCTV operations, trouble shooting and/or certified CCTV Technician.

- a. Monitor and record all video coverage of the system.
- b. Call the attention of the school official and the Detachment Commander 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 records for future reference.
- e. All activities related to CCTV operations.

IX. SECURITY AGENCY'S DUTIES AND RESPONSIBILITIES

- a. The Security Agency must submit to the Bids and Awards Committee (BAC -Goods and Services) copies of the following security personnel's documents for evaluation, verification 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. Result of Neuro-Psychological Test administered by duly accredited testing center or preferably by the PNP Crime Laboratory;
 4. Result of Drug Test administered by duly accredited testing center;
 5. NBI/Police Clearance
- 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 in any form of mass action protest, mass leave, or strike by its security personnel within the school'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 schools' installations/facilities under their AOR, during emergencies/disasters and/or when to be utilized by the CGSD-BEMD Security Inspectorate Unit in conducting inspection within and outside this package.
- h. Security Agency shall provide security guard/drivers with professional driver's license and permit to carry firearms outside the premises to drive the Security Agency's service vehicles;
- i. Security Agency shall not allow any of it's security personnel from fixing activities during and after their tour of duty;
- j. Security Agency in its initiative may also have the security personnel change and/or replace subject to approval by the City through the GSD and SDO. Security Agency shall not replace security personnel without proper clearance from the Chief, GSD.

- k. Security Agency warrants that only the **designated area** assigned by the *Administrator* shall be used as;
- *CTV and Radio Base Control room, and*
 - *Security Personnel Locker area for every post covered by this TOR*
- l. 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.
- m. 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.
- n. 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 GSD for its assigned security personnel as required.
- o. 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.
- p. Security Agency must maintain a sufficient number of security personnel in reserve (20% of the total deployment) for immediate deployment when the need arises.
- q. Security Agency shall pay all statutory obligations prescribed by law to concerned government agencies including all applicable taxes, fees and charges.
- r. 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.
- s. Security Agency shall strictly implement the existing City's House Keeping Rules and Regulations and other existing Policies and Guidelines.

X. SECURITY AGENCY'S LIABILITIES

- 10.1. Security Agency shall indemnify and keep the City indemnified 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.
- 10.2. Security Agency shall assume full responsibility for any loss or damage to the school's properties covered by this agreement except losses or damages caused by fortuitous event or force majeure/Acts of God. 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 SDO and GSD's representatives 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 GSD for final decision.

- 10.3. Security Agency shall report in writing to the SDO, GSD, BEMD all incidents involving pilferage, theft, robbery, arson, sabotage or attempts thereof, loss or damages to government property, supplies and utilities, disorderly or drunken behaviour or similar acts of any person inside the Security Site like gambling and similar unlawful acts.
- 10.4. Security Agency shall assume full responsibility and liability in the performance of the duties of the security personnel of the detachment, as well as for any act or omission of said security personnel within the Security Site. The SDO and City shall be released from any and all liabilities to third parties resulting from any act, omission or neglect of the security personnel.
- 10.5. 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.
- 10.6. Security Agency agrees to implement issuance/policies duly issued by City and/or GSD copies of which to be furnished the Security Agency to the extent where the work or the assistance of Security Agency is considered necessary.
- 10.7. 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 School Principal after his tour of duty.
- 10.8. The security personnel deployed under this Agreement, shall not be considered employees of the City Government but as employees of the Security Agency, for purposes of implementing the laws on labor and employment.
- 10.9 The Security Agency shall remit monthly SSS, PAG-IBIG and PHILHEALTH contributions/premiums deducted from security personnel and employees.
- 10.10 The 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.
- 10.11 The Security Agency shall complete all the technical requirements stated in the T.O.R. such as Transportation, Communication Equipment, Firearms and other Security Equipment prior to the first billing.

XI. PENALTIES FOR OFFENSE OR VIOLATION OF THE RULES

- 11.1 The City through GSD and SDO shall impose Security Agency penalties for offenses or violations committed by 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) as provided for in the Rule XVII. Administrative Sanctions of RA 5487 as amended, and to the disciplinary sanctions that may be imposed on the individual erring security personnel by the City through the GSD.

1. VIOLATION/OFFENSE: For Private Security Agency - in accordance to Rule XVII Part 3, Section 9 (Classification of Offenses) of the Implementing Rules and Regulation of the RA 5487 for:

- a. Light Offenses** 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 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 firearm 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 this 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 - In accordance to Rule XVII Part 3, Section 10 of the Implementing Rules and Regulation of the RA 5487 states that **Penalties** – *"Without prejudice to the filing of appropriate criminal action and except as already provided by this rule the following penalties shall be imposed after investigation of any guard or detective, private security guard agency or company security force an thereafter found guilty of committing of any of the offenses enumerated in Section 9 hereof:"*

a. For Light Offenses 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 of/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;

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

d. Other Security Agency’s Violations:

Violations	Penalty
1) Security Agency provided a vehicle but not in accordance with the contract.	Deduction from the billing of P500.00 per vehicle/day.
2) Security Agency’s vehicle is unserviceable.	Deduction from the billing of P500.00 per day
3) Security Agency’s radio is defective.	Deduction from the billing of P500.00 per defective radio per day.
4) Security Agency’s communication system/radio base is non operational.	Deduction from the billing of P1,000.00 per day.
5) Security Agency failed 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/ communication equipment per day.
6) Security Agency issued firearms of lower calibre than the required in the contract.	Deduction from the billing of P500.00 per lower calibre firearm.
7) Security Agency failed to provide qualified relievers resulting to straight duty (24hrs.) of security guard.	Deduction from the billing of P500.00 per straight duty.

3. VIOLATION: For Licensed Security Personnel - in accordance to Rule XVII Part 2, Section 3(Classification of Offenses) of the Implementing Rules and Regulation of the RA 5487 for:

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 In accordance to Rule XVII Part 2, Section 4 of the Implementing Rules and Regulation of the RA 5487 states that Penalties– “Without prejudice to the filing of the appropriate criminal action, the following penalties shall be imposed after investigation of any private security personnel, thereafter found guilty of committing any of the offenses previously enumerated in Section 3 of this rule:

- 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 to 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. **OtherSecurity Guard’s Violations:**

Violations	Penalty
Security Guard found Sleeping on Post while on duty.	Deduction from the billing of P1,000.00 and Return to Unit/Agency of the Security Guard.
Security Guard observed playing his Service Firearm.	Deduction from the billing of P1,000.00 and Return to Unit/Agency of the Security Guard.
Security Guard failed to report for duty without prior notice.	Deduction from the billing of P500.00 per violation.
Security Guard found smoking while on duty.	Deduction from the billing of P500.00 per violation.
Security Guard found reading newspaper,	Deduction from the billing of P500.00

unofficial reading materials and texting (Cell phone) while on duty.	per violation.
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XII. CITY’S DUTIES AND RESPONSIBILITIES

- 12.1. The City thru the Schools and the General Service Department (GSD) Building and Equipment Maintenance Division (BEMD) 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.
- 12.2. 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 SDO and GSD 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) – to be submitted by the Detachment Commander to the GSD.
- 12.3 The School Principal through the GSD 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 GSD. The judgment of the GSD 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.
- 12.4 The City through SDO/GSD in its desire to install discipline, improve performance, and professionalism among the security personnel, shall formulate and implement a system for non-monetary rewards/commendation.
- 12.5 The City through the SDO/GSD shall require random PSYCHOLOGICAL and DRUG TEST to all security guards at the Security Agency’s and/or security guard’s expense to ensure that the Agency’s security guards to be deployed are physically and mentally fit.

XIII. CONTRACT DURATION

- 13.1. The duration of this Agreement shall be for a period of twelve (12) months from the acceptance of the Security Agency of notice to proceed with the contract.
- 13.2. During the contract duration, the Division and the GSD shall conduct an assessment or evaluation of the performance of the Security Agency based on the given criteria.
- 13.3. 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.

XIV. TERMS AND CONDITIONS OF PAYMENT

- 14.1 Payment shall be based on actual services rendered by Security Agency. Strict monitoring shall be made by the Division and the GSD, 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.
- 14.2. 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 GSD 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, School Principals/Officials of different post assignment of security guards, GSD Guard inspector and Chief, Building and Equipment Maintenance Division (BEMD), GSD.
 - d. Certification/Summary of Expenses/Request of Allotment – to be prepared by the BEMD, GSD Clerk along with the voucher to be signed by the City General Services Officers.
 - e. Certificate of Acceptance – to be prepared by the Property Management and Control Division (PMCD) and to be signed by the Schools Division Superintendent and the City General Services Officer in accordance to COA Circular 92-386.
 - f. Disbursement Voucher – to be prepared by the BEMD, GSD Clerk, after all of the above requirements are complied with by the security agency and checked by the GSD guard inspector to be signed by the Schools Division Superintendent and other City Government Officials for payment of security services to Security Agency.
 - f. Security Agency and Security Guard's Violation Report Form – to be prepared and submitted by the GSD 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.
- 14.3 The Project is to be implemented under a fixed price contract, except in the cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts 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, where for a definite price and in accordance with the stated project standards and requirements, the contractor is expected to undertake the Project's Scope of Work or Services.

XV. PENALTIES AND SANCTIONS

Based on the assessment of the City through the SDO/GSD 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 dated 22 December 2004 and under the provisions of this contract.

XVI. CONTRACT IMPLEMENTATION

- 16.1. The Notice to Proceed shall be issued within seven (7) calendar days upon signing of the contract.
- 16.2. The City through SDO/GSD 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.
- 16.3. 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.
- 16.4. 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 has 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 has 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 school'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) day-notice to the agency.

XVII. VENUE OF ACTION

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

Prepared by:


RICO S. MAGALANG
Supply Officer II


JAMES L. LAMBENGCO
Supply Officer IV

Noted:


CARLEEN S. SEDILLA, CESO V
Schools Division Superintendent