



Republic of the Philippines
COURT OF TAX APPEALS
Quezon City

BIDS AND AWARDS COMMITTEE 1 (BAC 1)

INVITATION FOR NEGOTIATED PROCUREMENT

PROJECT TITLE : Project No. CTA BAC1-2018-06
Negotiated Procurement for Security Services in the
CTA Compound for Three (3) Years

In view of the two (2) failed public biddings conducted, the Court of Tax Appeals (CTA) through its Bids and Awards Committee 1 (BAC 1) invites interested suppliers to participate in the negotiation for the above Bid Project "*Negotiated Procurement of Security Services in the CTA Compound for Three (3) Years*" in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184), otherwise known as the Government Procurement Reform Act.

The Approved Budget for the Contract (ABC) is Seven Million Pesos (Php7,000,000.⁰⁰) through the CTA's Continuing Appropriations.

The schedule of activities are as follows:

Date	Bid Activity	Time/Venue
December 18, 2018	Posting of Invitation for Negotiation and Request for Quotation (RFQ)/Request for Proposal (RFP)	PhilGEPS Website, CTA Website and 3 Conspicuous places in the CTA premises
December 26, 2018	Deadline of Submission of Initial Offer	On or before 4:30 p.m. at CTA BAC 1 Secretariat, Court of Tax Appeals, Ground Floor, CTA Building I, Agham Road, National Government Center, Diliman, Quezon City

December 28, 2018 to January 3, 2019	Negotiation	Multi-Purpose Hall, Court of Tax Appeals, 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City
January 7, 2019	Submission of sealed RFQ/RFP with Documentary Requirements	On or before 10:30 a.m. at CTA BAC 1 Secretariat, Court of Tax Appeals, Ground Floor, CTA Building I, Agham Road, National Government Center, Diliman, Quezon City
January 7, 2019	Opening of Sealed Documents and Financial Proposal through RFQ/RFP	11:00 a.m. Multi-Purpose Hall, Court of Tax Appeals, 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City

Interested suppliers may submit their sealed quotations duly signed by their authorized representative and certified true copies of the following eligibility and technical requirements:

1. Registration Certificate (SEC, DTI or CDA);
2. Mayor's/Business Permit or its Equivalent Document;
3. Tax Clearance issued by the BIR;
4. PhilGEPS Registration Certificate (Platinum Membership);
5. Omnibus Sworn Statement with duly notarized Secretary's Certificate if the Bidder is a corporation, partnership, cooperative or joint venture;
6. Latest Audited Financial Statements;
7. Special Power of Attorney (SPA)/ Board Resolution – Authorization on behalf of the Security Agency to participate in the Negotiation for Security Services in the CTA;
8. License to Operate;
9. PNP SOSIA Certificate of No Pending Case; and
10. PADPAO Certificate of Membership.

Additional requirements to be submitted that needs to be complied/conformed with are the following:

- a) Schedule of Requirements (Annex "A");
- b) Technical Specifications/Parameters (Annex "B");
- c) Terms of Reference (Annex "C");
- d) Deployment of Security Personnel (Annex "D");
- e) CCTV Camera Installations/Locations (Annex "E");
- f) Recruitment and Selection Criteria (Annex "F"); and
- g) Completion of Uniforms and Other Paraphernalia (Annex "G").

Sealed quotation with original documentary requirements and **Request for Quotation** must be duly received by the CTA BAC 1 Secretariat at the address given below.

The CTA reserves the right to accept or reject any offer, to annul the procurement process, and to reject offers at any time prior to award of contract, without thereby incurring any liability to the affected Supplier. We look forward to your presence during the negotiation, submission and opening of offer in the above-mentioned project.

For further information, please contact:

SOLEDAD R. HO
Head, BAC1 Secretariat
Court of Tax Appeals
2nd Floor, CTA Bldg. I
Agham Road, Diliman, 1104 Quezon City
Telephone No. 920-42-49 Loc. 209

December 18, 2018, Quezon City.

Very truly yours,

DANILO B. FERNANDO
Chairperson
Bids and Awards Committee 1



Republic of the Philippines
COURT OF TAX APPEALS
Quezon City

REQUEST FOR QUOTATION

Date : **December 18, 2018**

Bid Project No.: **CTA BAC1-2018-06**

Name of Company : _____
Address : _____
Business Permit No. : _____
TIN No. : _____

Please quote your best and final offer for the item described below, subject to the Terms and Conditions provided herein.

Submit your **sealed quotation**, duly signed by you or your duly authorized representative and certified true copies of the following eligibility and technical requirements on or before **January 7, 2019 at 10:30 a.m.** at the **Court of Tax Appeals (CTA), Ground Floor, CTA Building I, Agham Road, National Government Center, Diliman, Quezon City**:

1. Registration Certificate (SEC, DTI or CDA);
2. Mayor's/Business Permit or its Equivalent Document;
3. Tax Clearance issued by the BIR;
4. PhilGEPS Registration Certificate (Platinum Membership);
5. Omnibus Sworn Statement with duly notarized Secretary's Certificate if the Bidder is a corporation, partnership, cooperative or joint venture;
6. Latest Audited Financial Statements;
7. Special Power of Attorney (SPA)/ Board Resolution – Authorization on behalf of the Security Agency to participate in the Negotiation for Security Services in the CTA;
8. License to Operate;
9. PNP SOSIA Certificate of No Pending Case; and
10. PADPAO Certificate of Membership.

Additional requirements included in the **Invitation for Negotiated Procurement** to be submitted that needs to be complied/conformed with are the following:

- a) Schedule of Requirements (Annex "A");
- b) Technical Specifications/Parameters (Annex "B");
- c) Terms of Reference (Annex "C");
- d) Deployment of Security Personnel (Annex "D");
- e) CCTV Camera Installations/Locations (Annex "E");
- f) Recruitment and Selection Criteria (Annex "F"); and
- g) Completion of Uniforms and Other Paraphernalia (Annex "G").

The CTA will hold Negotiations from **December 28, 2018 to January 3, 2019 at the Multi-Purpose Hall, Court of Tax Appeals, 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City.** Likewise, sealed quotations together with the required certified true copies of their eligibility and technical documents shall be opened on **January 7, 2019 at 11:00 a.m. at the Multi-Purpose Hall, Court of Tax Appeals, 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City.**

DANILO B. FERNANDO
Chairperson, BAC1

After having carefully read and accepted the Terms and Conditions, I/We submit our quotation/s for the items as follows:

COST DISTRIBUTION									
		5 Days	5 Days	6 Days	6 Days	7 Days	7 Days	7 Days	7 Days
		8 hrs (DS)	8 hrs (DS) w/ OT	8 hrs (DS)	8 hrs (NS)	8 hrs (DS)	8 hrs (NS)	12hrs (DS)	12hrs (NS)
No. of Days/Year (NDpY)		261	261	313	313	393.5	393.5	393.5	393.5
Amount to Guard									
New Daily Wage (DW)	537.00								
Ave. Pay/Month	(DW x NDpY)/12mos								
Night Differential Pay	(Ave. Pay/Month x 10%)/3								
13th Month Pay	(DW x (365/12))/12								
5 Days Incentive Pay	((DW + COLA/day)x5)/12								
Uniform Allowance (R.A. 5487)									
Cost Of Living Allowance (COLA)									
Overtime									
Amount to Gov't In Favor of Guard									
Retirement Benefit (R.A. 7641)	(DW x 22.5)/12mos								
SSS Premium									
Philhealth Contribution									
State Insurance Fund									
Pag-Ibig Fund									
A. Total Amount to Guard & Gov't									
B. Agency Fee (Admin. Overhead and Margin)									
C. Value Added Tax (VAT)	(Agency Fee x 12% VAT - RMC-39-2007)								
Minimum Contract Rate/guard									

No.	Post	Days	Shift	Tour of Duty	No. of Hours	Rate per Month
AGENCY OFFICERS						
1	Agency Head Security Officer	7	Day Shift	06:00H-18:00H	12 hrs.	
2	Assistant Security Officer	7	Night Shift	18:00H-06:00H	12 hrs.	
CTA BUILDING II						
3	Bldg. II Lobby Registration	5	1st Shift	06:00H-14:00H	8 hrs.	
4		5	2nd Shift	14:00H-22:00H	8 hrs.	
5	Bldg. II Lobby Frisking Inspection	6	1st Shift	06:00H-14:00H	8 hrs.	
6		6	2nd Shift	14:00H-22:00H	8 hrs.	
CTA BUILDING I / BACK PARKING						
7	Bldg. I Lobby Registration	7	1st Shift	06:00H-14:00H	8 hrs.	
8		7	2nd Shift	14:00H-22:00H	8 hrs.	
9		7	3rd Shift	22:00H-06:00H	8 hrs.	
10	Bldg. I Lobby Frisking Inspection	5	1st Shift	06:00H-14:00H	8 hrs.	
11		5	2nd Shift	14:00H-22:00H	8 hrs.	
12	Second Floor Bridge	5		08:00H-17:00H	9 hrs.	
13	Third Floor Bridge	5		08:00H-17:00H	9 hrs.	
14	Back Building I & II Parking Area	5		08:00H-17:00H	9 hrs.	
MAIN ENTRANCE GATE						
15	Vehicle Inspection/Control	7	1st Shift	06:00H-14:00H	8 hrs.	
16		7	2nd Shift	14:00H-22:00H	8 hrs.	
17		7	3rd Shift	22:00H-06:00H	8 hrs.	
18	Pedestrian Control / Logbook	6	1st Shift	06:00H-14:00H	8 hrs.	
19		6	2nd Shift	14:00H-22:00H	8 hrs.	
20	Visitors Parking Area / Reliever	5		08:00H-17:00H	9 hrs.	
JRD / VACANT LOT						
21	JRD Entrance / Receiving Area	5		08:00H-17:00H	9 hrs.	
22	JRD/Employees Parking (Vacant)	6	1st Shift	06:00H-14:00H	8 hrs.	
23		6	2nd Shift	06:00H-14:00H	8 hrs.	
24		6	3rd Shift	22:00H-06:00H	8 hrs.	
				Multiplied by 12 Months		
				Total Price Offer		

Signature over Printed Name

Designation/Position

Telefax No. (Landline and/or Cellphone)

E-mail Address

TERMS AND CONDITIONS

1. Interested suppliers shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of Thirty (30) calendar days from the date of submission.
3. Price quotation/s, is to be denominated in Philippine Peso which shall include all taxes, duties and/or levies payable.
4. Quotations exceeding Seven Million Pesos (Php7,000,000.00) as the Approved Budget for the Contract shall be rejected.
5. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
6. Award of contract shall be made to the lowest quotation (for goods and infrastructure) or, the highest rated offer (for consulting services) which complies with the technical specifications and other terms and conditions stated herein.
7. To guarantee the faithful performance by the winning Supplier of its obligations under the Contract, it shall post a Performance Security in favor of the CTA within ten (10) calendar days from receipt of the Notice of Award (NOA) and in no case later than the signing of the Contract. The Performance Security shall be in an amount not less than the percentage of the Total Contract Price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

8. The requirements shall be delivered on February 15, 2019 or earlier as specified in the Notice to Proceed (NTP). Payment shall be made within sixty (60) days upon receipt of the Billings and submission of all the required documents.
9. Representatives from the Human Resource Division (HSD) and General Services Division (GSD), namely: Ms. Ma. Rosario R. Escaño - Chief Judicial Staff Officer; and Engr. Gabriel G. Soriano – General Services Division, respectively, shall have the right to inspect, evaluate and/or test the Goods and Personnel and attest their conformity with the technical specifications and requirements.
10. Liquidated damages equivalent to one tenth of one percent (0.001%) of the value of the Goods/Services not delivered within the prescribed delivery period shall be imposed per day of delay. The CTA shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, without prejudice to other courses of action and remedies open to it.
11. The CTA reserves the right to reject any and all offers, declare a failure of negotiated bidding, or not award the Contract at any time prior to award of contract, without thereby incurring any liability to the affected supplier or suppliers.

Schedule of Requirements

The delivery schedule is the date of delivery to the project site.

Item	Description/Specification	Quantity	Delivery Date
Manpower Deployment	Security Personnel including the Detachment Commander as specified in Attachment "A"	Twenty-Four (24)	February 08, 2019 or earlier as specified in the Notice to Proceed
Firearms and Ammunition	Caliber 9mm Pistol with ammunitions and extra magazine	Thirteen (13)	
	Semi-Automatic 12 Gauge Shotgun with ammunitions	Four (4)	
Communication Equipment	Radio Base with G7 Antenna	One (1) set	
	Portable Radio with quality earpiece with reserved battery and charger	Twenty-Six (26) sets	
Other Security Equipment/Accessories	Desktop Computer Unit for Documentation with Printer	One (1) set	
	32" LED monitor to be used for CCTV System for Network Video Recorder (NVR) with at least 22 channels, Rack Mounted 1.5U Chassis, with HDMI and VGA Output, at least 6TB Storage Capacity, at least 2 USB-Rear Panel 3.0 Interface, and 1 RJ-45 Self-adaptive Ethernet Network Interface	One (1) set	
	CCTV System for Bullet/Dome Camera with at least 5 Megapixel Resolution for Bullet Camera and 4 Megapixel Resolution for Dome Camera, at least 2560x1920 Maximum Image Resolution (for Bullet Camera) and at least 2560x1440 Maximum Image Resolution (for Dome Camera), PoE Power Supply, at least 30 meter IR Range, and weatherproof	Twenty-one (21)	
	Digital Camera (minimum of 8 MP)	One (1)	
	Handheld Metal Detector	Five (5)	
	Heavy Duty Search Light with Rechargeable battery	Ten (10)	
	Mega Phone	One (1)	
	Dispersal Shield	Four (4)	
	Ostrich Mirror	Two (2)	
	Quality Raincoat	Fifteen (15)	
	Big Umbrella	Fifteen (15)	
	Rain Boots	Fifteen (15)	
	First Aid Kit Box	Five (5)	
	Traffic Vest & Gloves	Six (6)	
	Search Stick	Five (5)	
	Night Stick	Fifteen (15)	
Transportation	Standby Roving Patrol Tricycle	One (1)	
	Mountain Bike	Two (2)	
Supplies for one (1) year only	Logbook	Seventy (70)	
	Ballpen	Ten (10) boxes	
	Bundy Time Card	Three Hundred Sixty (360)	
	Bond Paper (Short & Long)	Twenty-Four (24) reams	

Conforme: _____

Technical Specifications

Item	Specification	Statement of Compliance
		<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>

Technical Parameters

	<u>Minimum Requirement</u>	<u>Statement of Compliance*</u>
a. Stability		
i. Years of Experience	5 years	_____
ii. Liquidity of the Contractor	Current Ratio (2:1)**	_____
iii. Organizational set-up	Organizational Chart	_____
b. Resources (based on CTA requirements)		
i. List of Licensed Firearms (Must be submitted/included in their Bid proposal)		_____
ii. List of Number and Kind of Communication Devices (Must be submitted/included in their Bid proposal)		_____
NTC Certificate of Registration for Telecommunication Equipment (Must be submitted/included in their Bid proposal)		_____
iii. List of Number and Kind of Motor Powered Vehicles (Must be submitted/included in their Bid proposal)		_____
iv. List of Licensed Guards (Must be submitted/included in their Bid proposal)		_____
c. Security Plan		
i. Deployment of Security Personnel		_____
ii. CCTV Camera Installations/Locations (Must be submitted/included in their Bid proposal the requirements under Attachment "A")		_____
d. Other Factors		
i. Recruitment and Selection Criteria (Must be submitted/included in their Bid proposal the requirements under Attachment "B")		_____
ii. Completeness of Uniform and other Paraphernalia (Must be submitted/included in their Bid proposal the requirements under Attachment "C")		_____
e. Comprehensive Security Survey		
(Must be submitted/included in their Bid proposal the Comprehensive Security Survey)		_____

***Statement of Compliance**

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

****Current ratio** is also known as liquidity ratio and working capital ratio. It shows the proportion of current assets of a business in relation to its current liabilities. The formula in computing current ratio is:

$$\text{Current Ratio} = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

A current ratio of 2:1 means that the current assets of a company are sufficient to cover for twice the amount of a company’s short term liabilities (12 month period).

Conforme: _____

TERMS OF REFERENCE

1.0 General Conditions:

- 1.1 The Service Provider agrees that the Court of Tax Appeals, through the Office of Administrative and Finance Services (OAFS) or duly designated unit/division, shall be in-charge of over-all supervision at all times and reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.
- 1.2 The CTA has the right to effect changes in the assignment/deployment of the personnel at any time during the contract period, through a written notice to the Service Provider. Likewise, the CTA may increase or decrease the number of security guards as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Service Provider. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.3 The Service Provider shall immediately make available relievers and/or replacements at all times to ensure continuous and uninterrupted service.
- 1.4 In no case shall a security guard render more than 12 hours of continuous service.
- 1.5 In no case shall the number of deployed security guards be less than the CTA’s requirement under Attachment “A”, unless CTA exercises its right under 1.2.
- 1.6 The Service Provider shall pay its personnel not less than the minimum wage and other benefits mandated by law. The Service Provider shall comply with the laws governing labor standards and employee’s compensation. A certificate for the purpose shall be required from the Service Provider.
- 1.7 Payment to the Service Provider shall be made upon submission of duly signed DTRs along with the monthly billing statement, receipts and prescribed reports stamped received by SSS, PhilHealth and Pag-Ibig as proof of remittances of SSS, PhilHealth and Pag-Ibig premiums of the Security Guards assigned in the CTA, and proof of remittance of BIR deductions made from the salaries of the Security Guards assigned in the CTA.
- 1.8 The Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Service Provider’s personnel shall take

all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

- 1.9 The Service Provider shall provide its personnel with appropriate uniforms, protective gear, if necessary, and ensure that they observe proper personal hygiene and appear neat and clean at all times.
- 1.10 The Service Provider shall ensure that safety will be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- 1.11 No waiver or modifications of the terms of this TOR shall be valid unless the same is in writing and signed by the parties herein. The Contract shall automatically be terminated on December 27, 2021 unless extended or terminated in writing by the CTA pursuant to Section IV (General Conditions of the Contract) of the bidding documents.
- 1.12 The Contract price shall not be subject to any adjustment for the duration of the Contract, except as provided by law.
- 1.13 The Service Provider shall ensure compliance with any applicable provision of law in accordance with PADPAO Standards.
- 1.14 The CTA shall not in any case be liable for any interest or penalty for delayed payments for any loss or damage for reasons beyond the CTA's control such as force majeure.
- 1.15 Any and all taxes which may be imposed under this Contract shall be for the exclusive account of the Service Provider.
- 1.16 There shall be no employer-employee relationship between the CTA and the personnel of the Service Provider deployed in the CTA.
- 1.17 The CTA shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the security personnel assigned by the agency including death resulting therefrom.

2.0 Additional Instructions:

- 2.1 Monthly evaluation shall be based on the Service Provider's satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, namely:
 - a) Quality of service delivered
 - b) Time management
 - c) Management and suitability of personnel
 - d) Contract administration and management

e) Provision of regular progress reports

Failure to satisfy the monthly performance evaluation shall be a basis for termination of Contract. Triple violation of the same offense under this Terms of Reference shall also be a ground for termination of Contract.

As quoted from “APPENDIX 23 Guidelines on the Procurement of Security and Janitorial Services” of the Revised IRR of R.A. 9184, Section 5.0 Multi – Year Contracts;

- “5.5. Before end of each year, procuring entities shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under Section VII. Technical Specifications. (listed above)
- 5.6. Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.”

Under the above-quoted Section 5.5, the Security Services Unit under the supervision of the General Services Division of the Procuring Entity shall conduct the assessment/evaluation of the performance of the service provider thirty (30) days before the end of the first and second year, if applicable.

In case of pre-termination of the Contract pursuant to the above-mentioned provisions, the service provider may be required to render services on a periodic month to month basis not to exceed an aggregate period of six (6) months, as may be approved by the Government Procurement Policy Board (GPPB).

A. Obligations of the Service Provider:

- 1. The availability of all requirements and delivery thereof shall be the sole responsibility of the Service Provider.**
2. The Service Provider shall submit the duly signed daily time records (DTRs), certified photocopies of actually signed payrolls and payslip showing the gross amount earned, deductions made, employers contribution and the net amount received by the personnel in compliance with existing labor laws, and proof of remittances to PAG-IBIG, PhilHealth, SSS and BIR for the deductions made from the salaries of the personnel deployed in the CTA and duly acknowledged by said agencies
3. All entries in the DTR must be made through the use of time clock (Bundy). Manual entries shall not be honored unless countersigned by the assigned CTA official/personnel of the HRD.
4. Payment of the salaries of the personnel shall be made through Automated Teller Machines (ATM), otherwise payment of the salaries of the personnel deployed in the CTA shall be made at the CTA, to be witnessed by a representative of the General Services Division of the CTA.

5. The Service Provider shall provide additional security guard(s) upon request by the CTA whenever the exigencies of service so requires and the necessary expenditure for the employment of such additional guards shall be paid by the CTA in accordance with the terms of the Contract.
6. The Service Provider shall provide at least two (2) female security personnel to be deployed to the CTA particularly one (1) at the Lobby of CTA Bldg. I and one (1) at the Lobby of CTA Bldg. II.
7. On the commission of the following violation/deficiencies, the CTA shall have the right to demand the removal of a guard from deployment in the court premises, and under the same grounds recommend the termination of the guard, to wit:
 - a. Smoking while on duty;
 - b. Reading newspaper and other unofficial reading materials while on duty;
 - c. Sporting beard/moustache, non-regulation haircut, or not in proper uniform while on duty;
 - d. Engaging in prolonged or unnecessary conversation with employees/visitors or over the telephone while on duty;
 - e. Using cellphone/electronic gadgets while on duty;
 - f. Abandonment of post;
 - g. Drunkenness, drinking intoxicating liquor or found under the influence of prohibited drug/s while on duty;
 - h. Providing confidential information to unauthorized person(s);
 - i. Causing alarm or scandal or disorderly conduct within the premises of the CTA on or off-duty;
 - j. Discourtesy or failure to render appropriate respect to CTA officials, employees and visitors, or to superiors within the guard's organizational structure;
 - k. Sleeping on duty;
 - l. Failure to report to duty without prior notice; and
 - m. Attending to unauthorized functions or activity/ies while on duty.
8. The Service Provider shall safeguard the procuring entity's personnel and property/ies from theft, pilferage, robbery, arson, and/or other unlawful acts of third persons, in accordance with the terms and conditions hereinafter set forth:
 - a. The Service Provider shall maintain the safety and security in the premises of the procuring entity located at the CTA Compound, National Government Center, Agham Road, Diliman, Quezon City; search on the personal belongings of visitors entering Bldg. I and II, protect the procuring entity's properties from theft, pilferage, robbery, arson and/or other unlawful acts by third persons or strangers, as well as the latter's officials and employees against bodily harm and injury from strangers and third persons;
 - b. The Service Provider shall post security personnel everyday including Saturdays, Sundays, and Holidays, as indicated in "Attachment A" (Deployment of Security Personnel) of the Contract as of the effectivity date of this Contract.
 - c. The Service Provider shall provide the CTA with the number of security personnel specified in the "Schedule of Requirements." All such personnel

assigned to the CTA by the Service Provider must possess the qualifications provided in "Attachment B" (Recruitment and Selection Criteria).

- d. The Service Provider warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absence of the assigned security personnel, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than eight (8) hours continuous duty in a day, except those required under Attachment "A."
- e. The Service Provider shall closely monitor and check the security personnel's performance of their duties by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the CTA.
- f. The Service Provider shall assume any liability arising from non-observance of laws, rules and regulations and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement or other laws, or as a result of the Contract.
- g. The Service Provider shall be responsible for any loss, through theft or robbery, and damage that may be incurred upon the CTA's properties within the guarded/secured compound left in the custody of its security personnel, provided that such loss or damage occurred while in the performance of duty of the said security personnel and that the loss or damage clearly established the negligence of the same.
- h. Any unusual occurrence in the premises noted by the agency security personnel should be reported immediately in writing by the Service Provider to the CTA within twenty-four (24) hours from its occurrence.
- i. The loss or damage to property shall be brought to the attention of the CTA by the Service Provider within twenty-four (24) hours from its occurrence or discovery and shall be immediately acted upon by the Service Provider.
- j. The Service Provider shall indemnify the CTA for any loss, through theft or robbery, and damage to the property or properties of the latter provided that it has been established after a complete and thorough investigation that said damage was the result of the act or omission, negligence or fault of the Service Provider's security personnel on duty.

9. The Service Provider through its assigned agency security personnel shall:

- a. Furnish the CTA, every 15th and last day of the month, a list of all Service Provider's security personnel who will render security services for the next fifteen (15) days, including information on their posting assignments;
- b. Not change/relieve any Guard or Security Officers without prior clearance from the CTA. In case of change of Service Provider's security personnel, notify the CTA's General Services Division, indicating the name/s of the security personnel involved/affected;

- c. Record all incoming equipment, supplies and materials, and all outgoing client's equipment, supplies, materials and properties; and keep on file copies of duly approved gate pass. A written report shall be furnished to the General Services Division within twenty-four (24) hours, if any property belonging to the CTA was brought out of the premises without a duly approved gate pass;
- d. Log-in all incoming and outgoing vehicles in a logbook;
- e. Allow visitors in the office premises, only upon proper identification and after filling out the visitor's logbook;
- f. Record all trips of CTA service vehicles;
- g. Report immediately any untoward incident occurring within the post assignment/during tour of duty to the General Services Division;
- h. Enforce and obey all orders/instructions/memoranda issued by the CTA which are relevant to their duties and responsibilities; and
- i. Turn-over all fully filled-up security logbooks to the General Services Division.

B. The CTA reserves the right to:

- 1. Check whether the salaries of agency security personnel are paid on time;
- 2. Demand the Service Provider to facilitate the payment of the salaries of the assigned security personnel, and all taxes payable to the government arising from this contract;
- 3. Demand replacement of any Service Provider's security personnel who may be found and considered by the CTA as undesirable, immediately upon receipt of the written request/notice from the CTA; and
- 4. Require the Service Provider's security personnel assigned to the CTA to undergo drug testing anytime.

CONFORME:

Deployment of Security Personnel

Unless required to be assigned to different post, the following posting shall be observed:

No.	Post	Days	Shift	Tour of Duty	No. of Hours
AGENCY OFFICERS					
1	Agency Head Security Officer	7	Day Shift	06:00H-18:00H	12 hrs.
2	Assistant Security Officer	7	Night Shift	18:00H-06:00H	12 hrs.
CTA BUILDING II					
3	Bldg. II Lobby Registration	5	1st Shift	06:00H-14:00H	8 hrs.
4		5	2nd Shift	14:00H-22:00H	8 hrs.
5	Bldg. II Lobby Frisking Inspection	6	1st Shift	06:00H-14:00H	8 hrs.
6		6	2nd Shift	14:00H-22:00H	8 hrs.
CTA BUILDING I / BACK PARKING					
7	Bldg. I Lobby Registration	7	1st Shift	06:00H-14:00H	8 hrs.
8		7	2nd Shift	14:00H-22:00H	8 hrs.
9		7	3rd Shift	22:00H-06:00H	8 hrs.
10	Bldg. I Lobby Frisking Inspection	5	1st Shift	06:00H-14:00H	8 hrs.
11		5	2nd Shift	14:00H-22:00H	8 hrs.
12	Second Floor Bridge	5		08:00H-17:00H	9 hrs.
13	Third Floor Bridge	5		08:00H-17:00H	9 hrs.
14	Back Building I & II Parking Area	5		08:00H-17:00H	9 hrs.
MAIN ENTRANCE GATE					
15	Vehicle Inspection/Control	7	1st Shift	06:00H-14:00H	8 hrs.
16		7	2nd Shift	14:00H-22:00H	8 hrs.
17		7	3rd Shift	22:00H-06:00H	8 hrs.
18	Pedestrian Control / Logbook	6	1st Shift	06:00H-14:00H	8 hrs.
19		6	2nd Shift	14:00H-22:00H	8 hrs.
20	Visitors Parking Area / Reliever	5		08:00H-17:00H	9 hrs.
JRD / VACANT LOT					
21	JRD Entrance / Receiving Area	5		08:00H-17:00H	9 hrs.
22	JRD/Employees Parking (Vacant)	6	1st Shift	06:00H-14:00H	8 hrs.
23		6	2nd Shift	06:00H-14:00H	8 hrs.
24		6	3rd Shift	22:00H-06:00H	8 hrs.

Conforme: _____

CCTV Camera Installations/Locations

Description	Location	Quantity	Type
Desktop Computer Unit with 32" LED monitor to be used for CCTV System with storage capable of 30 days recording	Security Office	One (1)	
CCTV Camera	Main Entrance Gate (facing Agham Road)	One (1)	Outdoor
	Center Gate/Visitors Parking Area	One (1)	Outdoor
	Building I Registration Lobby (focusing on the registration desk area)	One (1)	Indoor
	Building I Back Door Exit/Bundy Clock Area	One (1)	Indoor
	Building I Left Wing Exit going to Building II Lobby	One (1)	Indoor
	Building I Elevator/stairs Area	One (1)	Indoor
	Driveway between Building I and II Area	One (1)	Indoor
	Building II walk-thru going to Judicial Records Building	One (1)	Indoor
	Employees Parking Area and Vacant Lot	Two (2)	Outdoor
	Building I Hallways (2 nd , 3 rd , 4 th & 5 th Floors)	Four (4)	Indoor
	Judicial Records Building Research Area	One (1)	Indoor
	Judicial Records Building Receiving Area	One (1)	Indoor
	Perimeter (entrance/exit, flag pole, VIP back parking and driveway)	Three (3)	Outdoor
	Back Parking Facing Bunkhouse of Construction at PCMC	Two (2)	Outdoor

Conforme: _____

RECRUITMENT AND SELECTION CRITERIA

1. DETACHMENT COMMANDER

- a. Filipino citizen
- b. Physically and mentally fit
- c. College Graduate preferably BS Criminology or Graduate of any Bachelor's Degree and at least a Certified Security Professional (CSP)
- d. Should either be a former officer of the AFP or the PNP or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma
- e. Minimum height must be 5'6", weight must be proportionate to height but not less than 140 lbs.
- f. Good knowledge in report preparation and monitoring/operation of the CCTV
- h. Good in oral and written English communication
- i. Passed Neuro-Psychiatric evaluation test and drug test
- j. Must have undergone relevant training on the following:
 - Anti-Terrorism
 - VIP Protection Training
 - Basic Safety and Fire Prevention
 - First Aid Course
 - Self Defense
 - Firearms handling and safety
- k. Must have at least five (5) years of experience in the operation of a security detachment with manpower complement of not less than 35 guards
- l. Preferably not be over sixty (60) years of age
- m. Must possess a valid security license as of bidding date and during their tour of duty

ASSISTANT DETACHMENT COMMANDER/SHIFT-IN-CHARGE

- a. Filipino citizen
- b. Physically and mentally fit
- c. College Graduate preferably BS Criminology or Graduate of any Bachelor's Degree and at least a Certified Security Professional (CSP)
- d. Should either be a former officer of the AFP or the PNP or have undergone any of equivalent military officer's training such as Security Officer Course with corresponding certificate and diploma
- e. Minimum height must be 5'6", weight must be proportionate to height but not less than 140 lbs.
- f. Good knowledge in report preparation and monitoring/operation of the CCTV
- h. Good in oral and written English communication

- i. Passed Neuro-Psychiatric evaluation test and drug test
- j. Must have undergone relevant training on the following:
 - Anti-Terrorism
 - VIP Protection Training
 - Basic Safety and Fire Prevention
 - First Aid Course
 - Self Defense
 - Firearms handling and safety
- k. Must have at least three (3) years of experience in the operation of a security detachment with manpower complement of not less than 35 guards
- l. Preferably not be over sixty (60) years of age
- m. Must possess a valid security license as of bidding date and during their tour of duty

SECURITY GUARDS

- a. Filipino citizen
- b. Physically and mentally fit
- c. Must have completed 72 units of college education
- d. With at least three (3) years of experience as security guard/law enforcer
- e. Minimum height for male must be 5'6", weight must be proportionate to height but not less than 140 lbs.
Minimum height for female must be 5'2", weight must be proportionate to height but not less than 120 lbs.
- f. 23 to 43 years old
- g. Undergone security pre-licensing training course
- h. With knowledge in incident report preparation
- i. Passed Neuro-Psychiatric evaluation test and drug test
- j. Must have undergone relevant training on the following:
 - Basic Safety and Fire Prevention
 - First Aid Course
 - Self Defense
 - Firearms handling and safety
- k. Must possess a valid security license as of bidding date and during their tour of duty (submit copy of license)

2. Clearances required:

- a. Security Guard License from Philippine National Police- Supervisory Office for Security and Investigation Agency (PNP-SOSIA)
- b. Medical Certification from a duly licensed Physician based on:
 - Neuro- Psychiatric Examination
 - Medical/Physical Examination
 - X-ray
 - Drug Test

Conforme: _____

COMPLETENESS OF UNIFORMS AND OTHER PARAPHERNALIA

1. Complete uniform issued by the Agency (which include whistle, handcuff, first aid kit bag); and
2. Agency issued Identification Card and validated by the Procuring Entity.

Conforme: _____