

TERMS OF REFERENCE

A. PROJECT TITLE:

ENGAGEMENT OF SECURITY SERVICES PROVIDER FOR FTI FACILITIES AND THE FTI- SPECIAL ECONOMIC ZONE (FTI-SEZ) FOR CY 2024 and 2025.

B. PROJECT DESCRIPTION:

- C. The Bidder/Provider shall provide FTI with **Thirty-five (35) Security Personnel**, including shift supervisors, to man specific posts/assignments within the FTI Property. (During the contract implementation, the number of security personnel may be increased or decreased upon the request of FTI depending on the need at a particular period). The project requires the supply of labor, materials/equipment and supervision to provide security services for the FTI, in two (2) shifting schedules at twelve (12) hours per shift everyday including Saturdays, Sundays, legal and special holidays.

D. OBJECTIVE:

To hire a Security Service Contractor/provider that would implement the FTI Property Security Plan in cooperation with the FTI Management and other agencies operating within the complex; to maintain a safe and secure business environment for FTI and its locators.

E. PROJECT DURATION:

The contract for security services shall be for a period of two (2) years which shall commence midnight of December 31, 2023 to December 31, 2025 (midnight).

F. APPROVED BUDGET FOR THE CONTRACT:

Twenty-four million, three hundred seventy-four thousand, three hundred seventy-eight pesos and 60/100 centavos (P 24,374,378.60) for one (1) year inclusive of VAT, which shall commence within the period specified in the Notice to Proceed. The contract price for the succeeding year CY 2025 may be increased or decreased, subject to the number of guards and/or the issuance of Regional Tripartite Wages and Productivity Board - NCR or the approved NCR Wage Order.

G. QUALIFICATION OF BIDDERS:

The capability of the Security Service Provider/Contractor shall be gauged by the extent and quality of its relevant experience, performance and track record and financial capability to be checked /verified by the BAC.

- g.1 A PNP-SOSIA registered agency with current License to Operate.
- g.2 An accredited security agency of the Philippine Economic Zone Authority (PEZA).
- g.3 The Agency's guards/officer(s) must have current, previous or pending accreditation with the Metro Manila Development Authority (MMDA) or City of Taguig to be deputized in enforcing traffic rules and regulations.
- g.4 The agency must be in operation for the past 3 years with a creditable track record of at least 30 security guards deployed in one (1) site and, equivalent to at least 50% of the ABC within the last 3 years.
- g.5 The officer/s to be deployed must be a certified active member of the Philippine Society for Industrial Security International (PSIS), a Certified Security Professional (CSP) with updated payment of membership dues and not included in the blacklist of the organization.
- g.6 The security agency must pass the requirements criteria set forth by FTI as enumerated on RA No. 11917 and here as follows;

LEGAL/ELIGIBILITY DOCUMENTS
<ul style="list-style-type: none">• DTI business name registration or SEC registration• Valid and current Mayor's permit/ municipal• Tax Payer's identification Number or VAT registration certificate• Duly signed statement of all Government & Private Institution Contracts Completed that is similar in nature of the contract to be bid.• Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid• Duly signed statement of the prospective bidder that is not "blacklisted"
TECHNICAL DOCUMENTS
<ul style="list-style-type: none">• Duly signed statement of Availability of the key personnel that may be used for the contract• Conformity with Technical Specifications, as enumerated and specified in section VI and VII of the bidding docs.
FINANCIAL DOCUMENTS
<ul style="list-style-type: none">• Audited financial statements, stamped and received by the BIR or its duly accredited and authorized institutions, for the immediate preceding calendar year, showing among others the total assets and liabilities.• Duly signed computation of NFCC or a commitment from licensed bank to extend to him a credit line if awarded the contract or a cash deposit certificate.
OTHER DOCUMENTS
<ul style="list-style-type: none">• Proof that the contractor has been in the business for at least three (3) years;• Proof of PhilGEPS accreditation (per BDS 12.1 [5]);• Latest Income and Business Tax refunds filed with the Bureau of Internal Revenue (per BDS 26.1 [b]);

H. REQUIRED QUALIFICATIONS OF SECURITY OFFICERS / SECURITY PERSONNEL:

1. The Contractor shall deploy two (2) Supervisors/Shift-In-Charge with the following qualifications:

- 1.1 College graduate with extensive work experience in security operation as Security Officer.
- 1.2 PNP SOSIA licensed (Security Officer)
- 1.3 Preferably a Certified Security Professional (CSP).
- 1.4 With valid driver's license and knows how to drive motor vehicles or motorcycles.
- 1.5 Must be fit and able.
- 1.6 Must not have been convicted of any crime or offense involving moral turpitude.
- 1.7 Has undertaken the following subjects in security seminars (submit certification): or equivalent (Advance Security Management Course).
- 1.8 Must submit a comprehensive resume indicating seminars/trainings attended and details of work experience, among others.
- 1.9 Must have at least 3 years experiences in security management inclusive of at least three years in industrial complex security.
- 1.10 Must have passed the physical, neuropsychological examination and drug testing done at FTI thru a recommended Neuro and Drug tester, the cost of which will be for the account of the Provider.

2. The Contractor will deploy security personnel with the following qualifications:

- 2.1 With current PNP-SOSIA license for Security Guards
- 2.2 Must be physically and mentally fit.
- 2.3 Must not have been convicted of any crime or offense involving moral turpitude
- 2.4 Must pass the physical and mental examination and interview conducted by FTI-SEU.
- 2.5 Must have passed neuropsychological examination and drug testing by FTI recommended testing center. The cost of which will be for the account of the Provider.

I. REQUIRED LOGISTICS:

The contractor shall provide the following security equipment:

1. Firearms:

- 1.1 2 units 12-gauge shotgun licensed (20 pcs. minimum shotgun shells/unit)
- 1.2 22 units Caliber (9mm) pistol licensed (30 pcs. minimum ammunition/unit) brand new.

2. Security Equipment:

- 2.1 6 units metal detector (for Admin guards and PEZA gate guards)
- 2.2 1 office computer and printer with Internet connection
- 2.3 1 Daily Time Record (Biometrics)
- 2.4 3 units Guard Scan with minimum of 20 pcs. Chips/unit
- 2.5 2 units under chassis mirror
- 2.6 1 unit Spine Board
- 2.7 1 unit wheel chair
- 2.8 1 set medical kit
- 2.9 2 pcs. weather proofed crossing guard (STOP & GO)
- 2.10 Traffic Vest and gloves per post (only those areas involving traffic management. Vest must be reflectorized and must bear the name of the security agency.
- 2.11 Visitor identification badges/cards (Visitors Pass) (number 1-100), Vehicle Pass (number 1-100) and Bicycle Pass (number 1-100) with shelve or tray.

3. Communication Equipment:

- 3.1 26 units handheld radio (brand new) with license, one hand held radio transceiver per guard on duty in all post.
- 3.2 Individual Head sets
- 3.3 1 unit base radio (licensed) which can clearly communicate or relay message in at least (10) kilometer radius.
- 3.4 26 units battery chargers
- 3.5 36 units reserve battery packs
- 3.6 Provision of Repeater antenna in case of communication failure or receiving weak communications.
- 3.7 1 unit Official mobile phone with load to be provided by Security Agency

4. Dedicated Service Vehicles:

- 4.1 2 units Single motorcycle gas-fed, brand new with siren, blinker and signage of Agency for Patrol Guards
- 4.2 1 unit Trike Patrol gas-fed, brand new, with siren, blinker and Agency logo for back up.
- 4.3 1 unit All Utility Vehicle (AUV)/FB Body type, gas-fed, brand new, with siren, blinker, signage of Agency and to be utilized for deployment and relieving of security guards to their posts and other purposes.
- 4.4 CAAP-Registered Unmanned Aerial Vehicle (UAV) with this following specs:
(Drone Camera Max. flight speed 16m/s, Max. flight altitude 4000 meters, max flight time 34 minutes, wind resistance 29-38 kph/h (5 BFt), Resolution 48 MP, aperture f/1.7, range with strong interference approx. 1.5 to 3km ave. 3-7 km, weak 7-12 km. with battery capacity of 2,453 mah,

voltage 7.38V, battery type Li-ion, charging time 64 minutes) and to be maintained onsite and to be operated by a CAAP-licensed operator.

5. Uniform- Complete set of clean and well-ironed uniforms for the security guards on actual duty, blue long sleeves, blue pants, bull cap/pershing cap, authorized shoes, reflectorized vest, complete with paraphernalia, whistle, high beam flashlight, baton, tear gas, handcuffs and first aid kit as prescribe by SOSIA;
6. Raincoats with agency logo and rain boots for all security guards must be provided by Agency.
7. The Provider/Security Agency should lease their office/barracks inside the complex designated by FTI including utilities.
8. Office Supplies, which include:
 - 8.1 Logbook, to all post
 - 8.2 Ball pen color black
 - 8.3 Bond papers
 - 8.4 Printer ink

J. TERMS AND CONDITIONS:

- I. The **Thirty-five (35) Security Personnel** be supervised/ managed/ administered within the FTI Property by a Detachment Commander (provided by the agency at no additional cost to FTI) with the following qualifications:
 - 1.1 Preferably from the AFP Military Service or its equivalent (college graduate with extensive work experience in security operations;
 - 1.2 With current PNP-SOSIA license for Security Officer;
 - 1.3 Must be fit and able;
 - 1.4 A Certified Security Professional (CSP) and an active member;
 - 1.5 Has undertaken the following subjects in security seminars (submit certification) or equivalent (Advance Security Management Course)
 - 1.6 The Detachment Commander shall render duty for 6 days a week, and on a 12 hours day/night shift basis. He will ensure that the company rules and regulations, as well as the security policies and procedures are consistently enforced and observed. He will directly monitor and has the full responsibility for the performance of all security personnel;
 - 1.7 Detachment Commander must be under the direct supervision by FTI Management, violations and penalties enumerated must be also applied;
 - 1.7.1 Has knowledge in implementing a security plan and emergency procedures;

1.7.2 Must submit a Comprehensive Resume and security requirements.

2. The Contractor shall provide the security personnel with complete uniform and all the paraphernalia necessary in the performance of their duties, i.e. firearms, communication equipment, service vehicle, flashlights, tear gas, first aid kits, handcuffs, etc.;
3. The Contractor shall submit a Department of Labor and Employment and Social Security Services certification or affidavit attesting that it has no pending administrative case/s before any tribunal or government agency. Or in the alternative, the security agency shall submit a verified list of all pending/resolved cases before the SSS and the Department of Labor and Employment for the last three (3) years, if there is any;
4. The Contractor shall undertake under oath that the agency shall assume responsibility and accountability for the proper performance of duties of its assigned guards and to be responsible to FTI and third party, as the case may be, for any death or injury unjustifiably caused by the guards or for any loss and damage sustained by the latter arising from negligence, offenses committed by the guards until proven innocent of the charges/claim;
5. The Security personnel shall be assigned to man specific posts, facilities and buildings within the FTI Property in Taguig and shall be responsible in maintaining peace and order within their areas of responsibility.
6. There shall be a quarterly evaluation conducted based on FTI/tenant/client feedback.
7. The FTI shall impose a Demerit System. Any violation from the agreed standard operating procedures will be penalized by a demerit, based on a schedule/table of penalties attached in the contract. Penalties shall be imposed per incursion per guard. (Paragraph O, 4/4.4)
8. The Contractor is required to submit a detailed Security Survey and Security Plan as part of its bidding documents.

Security Plan shall contain, among others, the following:

8.1 Physical Security;

8.2 Emergency Procedure (Bomb Threat, Strike & Lockout, Crowd Control and Dispersal, Power Failure, Fire and Earthquake, Hostage Situation, Chemical Spill, Typhoon, Robbery and Hold up, etc.)

8.3 Pre-deployment action plan;

- 8.4 Access Control procedure for vehicles, personnel and packages/baggage;
- 8.5 Car park procedure;
- 8.6 Administrative Sanctions on violations committed by guards;
- 8.7 Traffic Management Plan;
- 8.8 Individual Post, their duties and responsibilities;

2. All guards shall not be permitted/allowed to render service beyond a continuous period of twelve (12) hours and not more than six (6) consecutive days. Commission of this act shall be considered a ground to terminate the contract. The security agency is required to submit a detailed security plan effecting proper work schedule.

3. The Contractor shall make available, at its own expense, such number of relievers as maybe necessary, who are ready to take over the duty schedule of those regularly assigned guards either reporting late or are absent for the day at no cost to FTI.

4. The Contractor should not bid below 20 % on their Admin overhead cost which will impinge the delivery of good performance of the security.

5. Loss, maintenance, repair and replacement of tools/ equipment necessary and incidental to the performance of obligations stated in this document shall be for the account of the Security Agency.

6. The Contractor should be capable of providing security assistance such as regular security inspector to inspect, monitor and motivate guards, and can deploy K-9 units during events and special activities.

7. Delivery of required materials, tools and equipment shall be at FTI Facilities and FTI SEZ, on the first day of posting of security personnel to be inspected by SEU and by the Agency's representative/s.

8. The Contractor should monitor the security license of their guards deployed here at FTI, Security personnel must renew their license two months before it expires. Security personnel were not allowed to render duty during the transition of their renewal.

9. In cases of pregnancy, the assigned security personnel are allowed to report to work until the 1st trimester of their pregnancy.

K. PRICING PROPPOSAL:

The bid proposal should reflect their quotation for the whole year's contract and at a cost per security guard per month and must include itemization of the cost.

L. MANNER OF PAYMENT

1. FTI shall pay the CONTRACTOR on a monthly basis in two equal payments within ten (10) days from receipt of Statement of Accounts or Billing which covers the services rendered from the 16th to the end of the said month. For this purpose, the CONTRACTOR shall bill FTI not later than ten(10) days after completion of services rendered for a given period (For Example, for service rendered from the 1st to the 15th day of given month, the CONTRACTOR shall provide the FTI the Statement of Account not later than the 25th day of the said month and the services rendered from the 16th to the end of the month, the CONTRACTOR shall provide FTI with the Statement of Account not later than the 10th day of the immediately succeeding month.
2. The billing of CONTRACTOR shall be supported by a properly accomplished payroll showing the gross amount earned, deduction and the net amounts payable to the security guards and properly signed daily time records. The number of security guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period.
3. The CONTRACTOR hereby binds itself to pay its deployed security guards in accordance with the provisions of pertinent laws and/or other legal issuances governing security agencies. The CONTRACTOR shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other laws of the Republic of the Philippines relative to its employees.
4. FTI reserve the right to review the corrections of the statement of accounts or billing submitted by the CONTRACTOR. For this purpose, FTI may require CONTRACTOR to produce all documents and papers required in support of the billings. In case of questionable billings and statement of accounts, FTI's obligations of the month in question shall be suspended until such time that the CONTRACTOR had furnished the FTI with all the supporting documents and papers required and made the necessary clarifications and corrections.
5. If FTI becomes liable to any security guards of the CONTRACTOR under the provision of any law resulting to their failure to comply with the said law, they shall reimburse FTI for all the payments made to said security guard, including cost of suit as for all payments as the case maybe, The CONTRACTOR shall, together with its billing submit to FTI a sworn statement certifying that it has paid the salaries, wages and/or benefits to the guards under the law for the billing period.

M. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The CONTRACTOR shall undertake to:

1. Ensure that the security personnel will familiarize themselves with FTI's officers and all personnel, and at all times accord to them the highest respect and courtesy.
2. Assign a security personnel at the CCTV room area with the necessary skill and technical knowledge of CCTV operations and has undergone CCTV Operator's seminar with a verifiable certificate of attendance and computer literate, must have the initiative and with discretion.
3. Submit promptly every morning to FTI through its duly authorized representative, the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving the FTI property and personnel, and its LESSEES and LOCATORS that occurred during the previous day.
4. Provide each guard with the appropriate and licensed firearms and ammunitions as required in the contract, or that which may be required by FTI in the future as warranted by the situation during his tour of duty, including but not limited to office and transportation equipment and other accessories or related equipment described and enumerated in the contract.
5. Exercise effective administration, control, supervision and inspection, through its Detachment Commander/ Shift Officers, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty, be liable for any willful, intentional or negligent act or omission of the guards resulting to death or injury to FTI's personnel or visitors, or damage or loss to the FTI's properties or those of its personnel or visitors within the service areas.
6. Provide for free at least one (1) complete uniform to each guard at the start of the contract as prescribe under rule VI of Republic Act No. 11917, also known as the "Implementing Rules and Regulations Governing the Organization and Operation of Private Detectives and Private Security Agency".
7. Assign only members of the force who are acceptable to FTI and not to pull out any security guard from FTI, or deploy any guard to the FTI COMPLEX without the written consent of FTI.
8. Ensure that all guards shall follow all the regulations, policies, and security programs and plans of FTI to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of the FTI including authorized visitors in the execution of their duties.
9. Provide the FTI the agreed number of guards, and any increase or decrease in the number of the guards shall require the approval of FTI.

10. Diligently and faithfully serve the best interest of FTI in rendering its services and shall not, during the effectivity of the contract and at any time thereafter, use or disclose to any unauthorized person, firm or entity any classified information concerning the business affairs of FTI which any member of the security force may have acquired by reasons of such contractual relationship.
11. Ensure that all employer's share being paid by FTI to the AGENCY, like SSS Premiums, State Insurance/ECC, PhilHealth, Pag-Ibig and others and the corresponding employee's share being pre-deducted, are all remitted properly and on time to concerned agencies.
12. Assign or deploy to FTI well-trained, experienced uniformed and armed guards that meet the qualifications provided herein.

N. RIGHT OF FTI

FTI reserves the right to:

1. Conduct inspection on ranks/formation of guards, firearms and other equipment as required in the contract upon the initial assumption of the contracted services before posting, and at least once month thereafter.
2. Conduct inspections of the guards during the tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.
3. Recommend the imposition of disciplinary sanction for any violation committed by security personnel, during tour of duty or off duty within the premises of the FTI Complex.
4. To increase and decrease the number of guards as the necessity for the same arises; the CONTRACTOR shall correspondingly increase or decrease the number of guards within twenty four (24) hours from receipt of a written notice to that effect from FTI, and the CONTRACTOR shall submit to FTI within the first five (5) days of each month the updated list of security personnel, Security Officer assigned, indicating their post area, name of residence, license number, SSS number, Tax Identification Number (TIN), disposition and duty schedule.
5. Whenever FTI informs the AGENCY in writing that any contracted guard which, based on its findings and / or opinion, is undesirable the CONTRACTOR shall within twenty four (24) hours from notice relieve the security guard and never again be assigned to FTI's premises, and if for any reason it deems necessary to protect its interest, FTI may request in writing the revamp of the entire security force, on to which the

CONTRACTOR shall effect the same without additional cost on the part of FTI.

6. Screen, select, accept and/ or reject the CONTRACTOR's security personnel applicant in accordance with the FTI's present criteria.
7. Inspect the guards at any time to ensure the proper security of the personnel, materials and equipment within the premises. Likewise, the Security Supervisor of FTI shall have the authority and prerogative to conduct inspection and recommend disciplinary actions to the CONTRACTOR for any violation/s committed by the latter's security guard. The right of inspection by FTI shall not relieve the CONTRACTOR of full responsibility for any inadequate security and protection of its personnel, premises and contents thereof.
8. Have access to the records of payment of salaries and/ or auditorial rights of its payroll of Contractor.
9. Deduct the penalties for violation incurred by the security personnel and / or the CONTRACTOR from the latter's monthly billings as provided in the contract.

O. PENALTIES FOR OFFENSES OR VIOLATIONS

1. The FTI shall impose penalties to the CONTRACTOR for the following violations:

1. VIOLATION/OFFENSE: For Private Security Agency:

1.1 Light Offense committed by a Private Security Agency shall include but limited to:

- 1.1.1 Late or failure to maintain and/or submit records/report;
- 1.1.2 Posting security personnel not covered by written contract;
- 1.1.3 Other similar offense pursuant to existing laws, rules and regulations.

2.1 Less Grave Offense committed by Private Security Agency shall include but limited to:

- 2.1.1 Ordering its posted security personnel to conduct illegal search;
- 2.1.2 Posting unlicensed security personnel for duty;
- 2.1.3 Posted personnel not wearing the prescribed uniform;
- 2.1.4 Other similar offenses pursuant to the existing laws, rules and regulations.

3.1 Grave Offense committed by a Private Security Agency shall include but limited to:

- 3.1.1 Allowing the set of unlicensed firearms personally owned by a security guard or other person or entity than that of the private security agency having jurisdiction of the place being secured;
- 3.1.2 Issuing unlicensed firearms to guards;
- 3.1.3 Rules and regulations regarding prohibition of "Kabit System";
- 3.1.4 Abuse or acting beyond the scope of authority;
- 3.1.5 Use and/ or employment of security guard for purpose of committing threats, intimidation, coercion or any other crime/offenses, including show of force;

- 3.1.6 Commission of Theft, pilferage, robbery, sabotage and any form of trespass;
- 3.1.7 Other similar offense pursuant to existing laws, rules and regulations.

2. PENALTY: For Private Security Agency:

2.1 For Light Offense committed by private Security Agency:

- 2.1.1 Fine of P 5,000.00 for first offense.
- 2.1.2 Fine of P 10, 000.00 for second offense.
- 2.1.3 Fine of P 15, 000.00 or cancellation / termination of the Security Agency Contract, or both for the third offense;

2.2 For Less Grave Offense committed by private security agency:

- 2.2.1 Fine of P 10, 000.00 for first offense;
- 2.2.2 Fine of P 20, 000.00 for second offense;
- 2.2.3 Fine of P 30, 000.00 or cancellation/ termination of the Security Agency Contract, or both for the third offense;

2.3 For Grave Offense committed by private security agency:

- 2.3.1 Fine of P 50, 000.00 for first offense;
- 2.3.2 Cancellation/ termination of the Security Agency Contract for the second offense;

2.4 The FTI shall impose other penalties for violations of this agreement committed by Security Agency, offenses/ violations are listed below:

2.4 Other Security Agency Violations

VIOLATIONS	PENALTY
2.4.1 Provided a vehicle but not in accordance with the contract.	Deduction from the billing of P 1,000.00 per vehicle / day.
2.4.2 Vehicle is unserviceable	Deduction from the billing of P 1,000.00 per vehicle.
2.4.3 Failure to provide the required number of radio communication equipment as per required in the contract.	Deduction from the billing of P 1,000.00 per lacking radio per day.
2.4.4 Hand held radio is defective.	Deduction from the billing of P 1,000.00 per defective radio per day.
2.4.5 Radio Base is non-operational.	Deduction from the billing of P 1,000.00 per day.
2.4.6 Failure to provide required number of firearms according to contract.	Deduction from the billing of P 1,000.00 per lacking firearms per day.
2.4.7 Issued firearms of lower caliber than the required in the contract.	Deduction from the billing of P 1,000.00 per lower caliber per day.
2.4.8 Failure to provide other equipment such as under chassis mirror, metal detector, and others as stated in the TOR.	Deduction from the billing of P 1,000.00 per lacking equipment per day.

2.4.9 Failure to provide qualified relievers resulting to straight duty or unmanned post of security personnel.	Deduction from the billing of P 1,000.00 per un-manned post
2.4.10 No qualified Detachment Commander.	Deduction from the billing of P 1,000.00 per day.
2.4.11 No qualified Shift in Charge.	Deduction from the billing of P 1,000.00 per day.

3. VIOLATIONS/OFFENSES: For Licensed Security Personnel:

3.1 **Light Offense** committed by private security personnel shall include but not limited to:

- 3.1.1 Those related to uniforms except those falling under paragraph 3 , 3.2.2 hereunder;
- 3.1.2 Use of profane language;
- 3.1.3 Acts of discourteousness;
- 3.1.4 Failure to notify the nearest PNP station in case of disorder, riots or strikes and other emergency cases;
- 3.1.5 Late or failure to maintain and /or submit records/reports;
- 3.1.6 All acts prejudicial good conduct, behavior, morals and similar acts, pursuant to existing laws, rules and regulations;

3.2 **Less Grave Offense** committed by private security personnel shall include but not limited to:

- 3.2.1 Not having in possession their license to exercise profession, duty detailed order and/or firearms license (when carrying firearms), performing private security service;
- 3.2.2 Use of uniform not appropriate for one's rank or position;
- 3.2.3 Leaving their post without being properly relieved, thus exposing the lives and properties they supposed to protect from danger;
- 3.2.4 Indiscriminate firing of firearm not in connection with the performance of duty;
- 3.2.5 Other similar offense pursuant to existing laws, rules and regulations.

3.3 **Grave Offense** committed by private security personnel shall include but not limited to:

- 3.3.1 Using uniform other than that of prescribed under this rule;
- 3.3.2 Using personally owned or unlicensed firearms during tour of duty;
- 3.3.3 Allowing the use/lending issued firearms to unauthorized persons;
- 3.3.4 Assisting a betting or protecting criminals during tour or off duty;
- 3.3.5 Providing confidential information to unauthorized persons;
- 3.3.6 Refusal to provide information to authorized persons;
- 3.3.7 Illegal search;
- 3.3.8 Taking alcoholic beverages or being drunk while on guard duty;
- 3.3.9 Abuse or acting beyond the scope of authority;
- 3.3.10 Misrepresentation in the submission of renewal of license;

- 3.3.11 Commission of Theft, pilferage, robbery, sabotage and any form of trespass;
- 3.3.12 Other similar offense pursuant to existing laws, rules and regulations.

3.4 Fake License - A document issued by and / or secured from sources other than PNP - SOSIA.

4. PENALTY: For Licensed Security Personnel:

4.1 For Light offense committed by private Security Personnel:

- 4.1.1 One to thirty days suspension or a fine ranging from five hundred to one thousand pesos maximum (P 1,000.00 - P 3,000.00) or both;

4.2 For Less Grave Offense committed by private security personnel:

- 4.2.1 One month and one day to six months suspension or a fine ranging from P 3,000.00 to P 5,000.00 or both; and

4.3 For Grave Offense committed by private security personnel:

- 4.3.1 Six (6) months and one (1) day to one year suspension or fine ranging from ten thousand pesos P 10, 000.00 pesos minimum to fifty thousand pesos P 50, 000.00 or both.

4.4 Other Security Guards violations:

VIOLETIONS	PENALTY
4.4.1 Smoking while on duty	First Offense - Three (3) days Suspension Second Offense- Five (5) days suspension Third Offense - Return to Unit/ Agency
4.4.2 Reading newspaper, unofficial reading materials, playing electronic gadgets and using cellphone while on duty.	First Offense - Three (3) days Suspension Second Offense- Five (5) days suspension Third Offense - Return to Unit/ Agency
4.4.3 Improper use of Handheld radio, such as unnecessary.	First Offense - Three (3) days Suspension Second Offense- Five (5) days suspension Third Offense - Return to Unit/ Agency
4.4.4 Other miscellaneous violations such as: <ul style="list-style-type: none"> ➤ Rolled Sleeve ➤ Not wearing headgear ➤ Improper haircut (SG) ➤ No hairnet (LG) 	First Offense - Three (3) days Suspension Second Offense- Five (5) days suspension Third Offense - Return to Unit/ Agency
4.4.5 Merging or grouping;	Five (5) days Suspension
4.4.6 Rendering duty not wearing prescribe uniform	Return to Unit/ Agency
4.4.7 Abandoning post	Return to Unit/ Agency
4.4.8 Sleeping on Post while on duty	Return to Unit/ Agency
4.4.9 Multiple/ different violations	Return to Unit/ Agency
4.4.10 Playing his/her service Firearms	Return to Unit/ Agency
4.4.11 Negligence in the performance of duty	Return to Unit/ Agency or suspension to duty as determined by the client or Security agency

1. MISCELLANEOUS OFFENSES. The following violations or deficiencies shall be penalized with deduction from the billings in the amount of

P 1,000.00 for the 1st offense;

P 2,000.00 for the 2nd offense;

P 3,000.00 for the 3rd offense, and termination of service of the guard for the 4th offense to wit;

1.1 Security guard smoking while on duty;

1.2 Security guard reading newspaper, comics, playing electronic gadgets and other un official reading materials, and other similar conduct prejudicial to the best interest of FTL, while on duty;

1.3 Security guard sporting the non-regulation haircut, beard/mustache or not in proper uniform while on duty;

1.4 Security guard engaging in prolonged or unnecessary conversation over the telephone or with visitors/ employees while on duty;

1.5 Security guard without whistle, night stick, and flash light while on night duty and raincoat/ umbrella during rainy conditions; and

1.6 Late in reporting to formation prior to posting.

2. FTL shall inform CONTRACTOR of any offense or violation of rules, name of guard apprehended, time and date of apprehension. Apprehension reports shall be signed by the apprehended party and apprehending authority.

P. RIGHT OF FTL TO TERMINATE CONTRACT

1. In addition to the grounds provided by the General Conditions of the Contract, FTL shall have the right to terminate the Contract upon thirty (30) days prior written notice to the CONTRACTOR in any of the following grounds:

1.1 When the security guard has willfully and intentionally or thru negligence caused the death of, or has inflicted serious physical injury on any person or any officers or personnel of the FTL inside its premises while on official duty.

1.2 When the security guard has willfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of FTL, great destruction of FTL's properties and equipment, or

great economic loss by personal participation or non-performance of his duties and responsibilities.

- 1.3 When the CONTRACTOR has violated other obligations required under the contract and refused to comply with such conditions/obligations and or remedy the violation with the reasonable period given by FTL.
 - 1.4 When the CONTRACTOR fails to pay the salaries of the guard pursuant to the provisions of the contract for two (2) consecutive billings without just cause, provided that FTL has paid the billing within thirty (30) days from receipt of statement of account.
 - 1.5 When upon the result of the audit findings, FTL finds the CONTRACTOR resorting to unauthorized, illegal involuntary and unreasonable deductions resulting to the under payment of salaries of the security guards thereby affecting their state of morale and efficiency.
 - 1.6 When FTL finds the CONTRACTOR to have failed in their obligation to any of its guards based on the contract with FTL, thus affecting the morale and efficiency of the entire force.
 - 1.7 When the CONTRACTOR increased or decreased the number of guards without the written approval of FTL.
2. FTL reserves the right to cancel or terminate the award of the contract when the CONTRACTOR upon written notice, fails to present physically to FTL, through its duly authorized representative, all the equipment requirement under this Contract, including the list of names of security guards to be posted.

Prepared by:



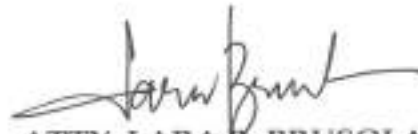
ANGELITO E. GUSI
FTI - Security Supervisor

Recommending Approval:



EMMANUEL S. BANGUI
Vice President for Operations

Approved by:

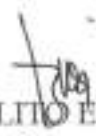


ATTY. LARA R. BRUSOLA
President/ CEO

**PROPOSED DEPLOYMENT OF SECURITY PERSONNEL
2024-2025**

	POST	AM Shift	PM Shift	TOTAL
1	Shift in Charge	0700H-1900H	1900H-0700H	2
2	Admin Guard	0700H-1900H	None	1
3	Base Control Guard	0700H-1900H	1900H-0700H	2
4	Admin Entrance/Exit Guard	0700H-1900H	None	1
5	Lobby Guard	0700H-1900H	1900H-0700H	2
6	Main SEZ Gate Entrance	0700H-1900H	1900H-0700H	2
7	Main SEZ Gate Exit	0700H-1900H	1900H-0700H	2
8	Maharlika Entrance/Exit	0700H-1900H	1900H-0700H	2
9	South East Gate Entrance/Exit	0700H-1900H	1900H-0700H	2
10	FTI-Hub Roving/RDU	0700H-1900H	None	1
11	FTI-Hub Gate	0700H-1900H	1900H-0700H	2
12	Baguio Beans Gate Guard	0700H-1900H	1900H-0700H	2
13	Radiante Market Guard	0700H-1900H	1900H-0700H	2
14	PNR Guard	0700H-1900H	1900H-0700H	2
15	Pedestrian Gate	0700H-1900H	1900H-0700H	2
16	Patrol 1 (Peza Gate-Admin Building)	0700H-1900H	1900H-0700H	2
17	Patrol 2 (Cucumber-Peza Gate)	0700H-1900H	1900H-0700H	2
18	Patrol 3 (Langka-Cucumber)	0700H-1900H	1900H-0700H	2
19	Roving/Driver	0700H-1900H	None	1
20	VIP Parking Guard	0700H-1900H	None	1
	TOTAL	20	15	35

Prepared by:


ANGELITO E. GUSI
 Security Supervisor

FOOD TERMINAL, INC.
PADPAO STANDARD COST DISTRIBUTION
DOLE Wage Order No. NCR-24
Effective: July 16, 2023

Particular	
	Mon-Sun
No. of days of work/week	7 days
No. of hours of work/day	12 hours
No. of days/year	394.70
Daily Wage (DW)	610.00

A. AMOUNT DIRECTLY TO GUARD


1.	Average Pay/Month (DW X No. of days per yr/12)	20,063.92
2.	Night Differential (Ave. pay X 10% X 1) /3 or 2	2,006.39
3.	13th Month Pay (DW x 365 /12 /12)	1,546.18
4.	5 Days Uncentive Pay (DW X 5/12)	254.17
5.	Uniform Allowance (RA 5487)	100.00
6.	OT Pay/Allowance	12,702.74
Total Amount Directly to Guard		36,673.40

B. AMOUNT TO GOV'T IN FAVOR OF GUARD

7.	Retirement Benefit (RA. 7641) (DW X 22.5 /12)	1,143.75
8.	SSS Premium	1,900.00
9.	SSS Mandatory Provident Fund	425.00
10.	Philhealth Contribution	401.28
11.	State Insurance	30.00
12.	Pag-IBIG Fund	100.00
Total Amount to Gov't in Favor of Guard		4,000.03

C. TOTAL AMOUNT TO GOV'T AND GUARD	40,673.43
D. ADMIN OVERHEAD AND MARGIN	8,134.69
E. VALUE ADDED TAX	976.16
F. TOTAL AMOUNT/GUARD/MONTH	49,784.27

Prepared by:


ANGELITO E. GUSI
 Security Supervisor