

TERMS OF REFERENCE
PROCUREMENT OF SECURITY SERVICES

1. The **AGENCY** shall provide a twenty-four (24)-hour security service to the **OFFICE OF THE SOLICITOR GENERAL (OSG)** at its establishment located at the Office of the Solicitor General Building, 134 Amorsolo Street, Legaspi Village, Makati City, its extension offices located at APMC Building (with business address at 136 Amorsolo Street, Legaspi Village, Makati City) and Montepino Building (with business address at 138 Gamboa Street, Legaspi Village, Makati City), and the parking areas of Mile Long (with its address at Amorsolo Street, Legaspi Village, Makati City).

2. The **AGENCY** shall be a wholly-owned Filipino private security agency and holder of a regular license to operate issued by the Philippine National Police-Security Agencies and Group Supervision Division (**PNP-SAGSD**). The **AGENCY** must be engaged in the business of providing security services for at least ten (10) years and shall operate its own security training institution or have an existing contract with another institution that provides security training. In either case, these institutions must be recognized by the Technical Education and Skills Development Authority (**TESDA**).

For this purpose, the **AGENCY** shall submit:

- a. Proof of compliance with the rules and regulations issued by the PNP-SAGSD concerning its lawful operation and good standing, through Monthly Disposition Reports covering the most recent month and twelve months prior to such most recent month.
- b. Its Manual of Recruitment and Selection Criteria;
- c. Its Certificate of Recognition from **TESDA**;
- d. A list of the establishments, institutions, companies or agencies for which it provides security services; and
- e. A copy of the contract with the institution that provides security training, if applicable.

3. The **AGENCY** shall possess other qualifications, namely:

- a. At least one hundred (100) licensed security guards in its roster;
- b. At least fifty (50) licensed/registered firearms; and
- c. At least fifty (50) handheld radio/telecommunication devices.

4. The contract will commence fifteen (15) days from receipt of the notice to proceed and will be effective for one (1) year. The **AGENCY** shall assign **eighteen 18 security personnel (composed of sixteen [16] ordinary guards and two [2] officers-in-charge), with three [3] relievers during the rest day of the ordinary guards.** The guards assigned shall render twelve (12) hours of security service per shift daily, including Sundays and holidays, to adequately guard and protect **OSG's** properties, premises, personnel and clients around and within the **OSG's** premises and extension offices.

5. The posting of the security personnel shall be as follows:

Shift	Time	Number of Security	Number of OIC's	Total
Morning Shift	7:00 A.M to 7:00 P.M	11	1	12
Evening Shift	7:00 P.M to 7:00 A.M	5	1	6
Total of Security Personnel				18

6. The security guards to be assigned by the **AGENCY** to the **OSG** shall possess the following qualifications:

- a. Good moral character and reputation, and without any criminal, police or

- derogatory record;
- b. Physically and mentally fit;
- c. Not less than twenty-one (21) years old and not more than forty-five (45) years old;
- d. At least five feet and six inches (5'6") in height;
- e. Must have reached college level;
- f. Must be a Certified Security Professional or Certified Security and Safety Professional;
- g. Duly licensed and properly screened and cleared by the **PNP**, National Bureau of Investigation (**NBI**) and other government offices that issue clearances for employment;
- h. In proper uniform and other paraphernalia, armed with shotgun and pistol, with sufficient ammunition at all times during his duty, unless the circumstances require otherwise; and
- i. In possession of such other qualifications as may be required the provisions of Republic Act No. 5487 otherwise known as "The Private Security Agency Law" as amended.

The Officers-in-Charge to be assigned by the **AGENCY** to the **OSG** shall possess the following qualifications:

- a. Good moral character and reputation, and without any criminal, police or derogatory record;
- b. Physically and mentally fit;
- c. Not less than thirty-five (35) years old and not more than forty-five (45) years old;
- d. At least five feet and six inches (5'6") in height;
- e. College graduate;
- f. Certified Security Professional (CSP);
- g. Two (2) years of relevant supervisory experience;
- h. Duly licensed and properly screened and cleared by the **PNP**, **NBI** and other government offices that issue clearances for employment;
- i. In proper uniform and other paraphernalia, armed with shotgun and pistol with sufficient ammunition at all times during his tour of duty, unless the circumstances require otherwise; and
- j. In possession of such other qualifications as required by the provisions of R.A. No. 5487, otherwise known as "The Private Security Agency Law" as amended.

7. The assigned security guards shall have the following responsibilities:

- a. Maintain peace and order within the **OSG** premises;
- b. Watch, safeguard, and protect all properties of the **OSG**;
- c. Protect all officers and employees and its visitors from assault, harassment, threat or intimidation, within the **OSG** premises; and
- d. Enforce and implement policies, rules and regulations of the **OSG** aimed in maintaining peace and order therein.

7.1 Before the deployment of any security guard to **OSG**, he/she shall be briefed and oriented about **OSG's** rules and regulations, policies and other pertinent matters or requirement. In cases of emergency situations and upon request by the **OSG**, the **AGENCY** shall provide an additional of at least four (4) security guards within thirty (30) minutes from said request.

8. The payment for the security services rendered shall be made by the **OSG** to the **AGENCY** in two equal installments. Services rendered by the **AGENCY** from the 1st to 15th of the month shall be paid within fifteen (15) days from receipt of its Statement of Account (SOA) while the services rendered by the **AGENCY** from the 16th to the end of the month shall be paid within (15) days from receipt of its SOA.

a. **The monthly contract rate for each assigned Security Guard shall be not less than Thirty-Five Thousand Three Hundred Sixty-Six Pesos and Thirty Centavos (35,366.30) for a day shift, and not less than Thirty-Seven Thousand One Hundred Eighty-Three Pesos and Sixty-Four Centavos (Php 37,183.64) for a night shift, inclusive of Value Added Tax, Overtime Pay and Night Shift Differential for twelve (12) hours duty; and**

b. **The monthly contract rate for each assigned Officer-In-Charge shall be not less than Thirty-Five Thousand Three Hundred Sixty-Six Pesos and Thirty Centavos (35,366.30) for a day shift, and not less than Thirty-Seven Thousand One Hundred Eighty-Three Pesos and Sixty-Four Centavos (Php 37,183.64) for a night shift, inclusive of Value Added Tax, Overtime Pay and Night Shift Differential for twelve (12) hours duty.**

9. Should there be any wage increase in favor of the assigned security guards subsequent to the execution of the Contract pursuant to a law, executive order, decree, or wage order, the **AGENCY** is entitled to receive the same. The **AGENCY**, however, must first inform the **OSG** in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation. However, special non-working holidays proclaimed through Executive Orders shall entitle the assigned security guards to an automatic rate adjustment.

10. The **AGENCY** shall submit to the **OSG** a certification or proof that it has remitted or paid to the proper government agencies, such as Social Security System (SSS), Pag-Ibig (Pag-Ibig) and Philippine Health Insurance Corporation (PhilHealth), the required contributions with the corresponding management share as mandated by law, and the income taxes due thereto, if applicable. The **AGENCY** shall warrant that it has remitted or paid to the appropriate government agency, together with the management share in the contribution, as required by law. The **AGENCY** shall further warrant that the assigned security guards are paid not less than the minimum wage as provided for by law. The **OSG** shall not be held liable for any claims and/or damages arising from the failure of the **AGENCY** to pay, withhold, or remit said contributions to applicable government agencies.

11. The **AGENCY** shall periodically submit to the **OSG** the following statements/reports:

a. Within the first fifteen (15) days of every month, a statement signed by the **AGENCY**'s duly authorized representative that it has paid all wages, salaries, compensation, contribution and other benefits due to the assigned security guards, together with proof of remittances and/or payments and that such remittance and payments were all made in accordance with the law; and

b. Within the first ten (10) days of every quarter, a copy of its duly accomplished forms signed by the **AGENCY**'s authorized representative of the quarterly **SSS** remittance together with the corresponding proof of payments.

12. The **OSG**, through its duly authorized representative, shall periodically verify the above-mentioned documents or require the **AGENCY** to submit other documents, as may be necessary, to ensure that it complies with the required payments or remittances under the law.

13. The **OSG** shall not be held liable for any claims of the **AGENCY**'s assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claim arising from or in connection with their employment with the **AGENCY**, except those required by law to be paid by the **OSG** through the **AGENCY**. In case the **OSG** is held liable thereof, the **AGENCY** shall immediately reimburse the **OSG** upon notice of any claims or other expenses paid by latter.

14. The **AGENCY** shall have direct supervision over and control of the assigned security guards. The **AGENCY** shall have the exclusive and absolute right to reshuffle, reassign, suspend, **lay off**, terminate and/or impose disciplinary measures, direct and control the services and determine the wages, salaries and compensation of the security guards who are assigned to the **OSG**; *Provided* that the reshuffle, reassignment, suspension, **lay off**, termination and/or disciplinary measures imposed on the security guards by the **AGENCY** shall not affect the performance by the **AGENCY** of its obligations and undertakings under this Contract. Before the **AGENCY** reshuffles, reassigns, suspends, **lays off**, terminates or imposes disciplinary measure on the security guards assigned to the **OSG**, it must first inform the **OSG** in writing of such action at least five (5) days prior thereto.

15. The **OSG** shall have the right to monitor and review the assigned security guard's performance, capability or attitude as may be necessary, in connection with the quality and acceptability of the security service rendered. The **OSG** has the right to report any untoward act of negligence, misconduct, or misfeasance committed by the **AGENCY**'s assigned security guards. The **AGENCY** shall, upon its own investigation and evaluation of the **OSG**'s investigation report, move for the immediate replacement or substitution of assigned security guard and/or impose the corresponding disciplinary action.

16. The security guards that will be assigned to the **OSG** must be equipped with duly licensed firearms, ammunitions, nightsticks, uniforms and other paraphernalia (e.g. flashlights, two-way radios, raincoats, boots, and umbrellas, anti-riot equipment such as shields or armor, among others) for security purposes. For this purpose, the **AGENCY** shall submit to the **OSG** a list of the firearms, with their corresponding license numbers, and communication devices that will be used by its security guards. The **AGENCY** shall provide the **OSG** a closed-circuit television (CCTV) system and install at least twenty-two (22) CCTV camera units and a CCTV monitor, to be placed in designated areas as determined by **OSG**.

17. The **AGENCY** shall be responsible and liable to the **OSG** for any loss or damage to any of its property or injury on its employees which the **AGENCY** is bound to secure and protect. The **AGENCY** shall also be responsible and liable to the **OSG** for any loss, damage or injury caused by the **AGENCY**'s assigned security guards or by third persons. The **AGENCY**, however, shall not be liable when:

- a. The loss, damage or injury occurs inside a closed office and/or building which the **AGENCY** or its assigned security guards have no access. However, the **AGENCY** shall be liable, regardless of whether the **AGENCY** or its security guards have access therein, when it is shown that the door or any part of the building or office has been forcibly opened; *Provided* that the loss, damage or injury is reported to the **AGENCY** in writing within forty-eight (48) hours from its discovery;
- b. A property is officially issued to an **OSG** employee and the loss or damage thereof was due to the fault or negligence of said employee **UNLESS** its loss or damage was caused by or attributable to any of **AGENCY**'s assigned security guards;
- c. When the loss, damage or defacement of any permanent fixture within the **OSG** is due to the fault or negligence of an **OSG** employee, **UNLESS** any of the **AGENCY**'s assigned security guards have assisted or cooperated with said employee; or
- d. If the following conditions are present: (i) The property was kept in an open storage; (ii) It was not duly turned over to the **AGENCY** or any of its authorized representatives, and (iii) No actual and documented inventory of the property was made in the presence of an authorized representative of both the **OSG** and the **AGENCY**.

18. The above exemptions notwithstanding, the **AGENCY** shall be liable to the **OSG** for any loss or damage to any of its property or injury to its employees caused by or arising out of fraud, larceny, robbery or theft, if, after due investigation, it was determined that the loss, damage or injury was due to the fault or negligence of any of the **AGENCY's** assigned security guards.

19. The **AGENCY** shall submit to the **OSG** the daily attendance and monitoring report as to the manner in which the **AGENCY** has rendered security services to the **OSG**;

20. The **AGENCY** shall cooperate and extend necessary assistance to **OSG** in providing any pertinent evidence which the **AGENCY** or any of its employees may have in its/their possession in support of or tending to support any criminal or civil action that may be filed or pursued against any perpetrator or person responsible for any unlawful or prejudicial acts committed within the **OSG** premises.

21. The **AGENCY** shall submit one of the forms of bid security, pursuant to the schedule as stated under Section 27.2 of the Implementing Rules and Regulations of Republic Act No. 9184:

- a. Cash or cashier's/manager's check issued by a universal or commercial bank (2% of the Approved Budget for the Contract); or
- 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 (2% of the Approved Budget for the Contract); or
- 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 (5% of the Approved Budget for the Contract); or
- d. Bid Securing Declaration.

22. The Contract of Security Services (Contract) shall be effective for one (1) year. However, either party may terminate the said Contract for violation of any of the terms/conditions therein, including the failure of the **AGENCY** to render the required security service on account of strikes/protests of the **AGENCY's** assigned security guards; *Provided* that the written notice must be served to the other party at least thirty (30) days prior to the intended date of termination. The Contract may also be terminated for any reason at the instance of either party; *Provided* that the written notice must be served to the other party at least thirty (30) days prior to the intended date of termination.

23. **In case of any violation of this by the AGENCY of the terms and conditions of the Contract, the OSG may terminate it by serving a written notice to the AGENCY at least thirty (30) days prior thereto. In the event that the AGENCY becomes insolvent, the OSG shall, upon fifteen (15) days notice to the AGENCY, have the right to terminate the contract.**

24. In the event that the **AGENCY's** license to engage in the security business is suspended, cancelled, revoked or otherwise rendered ineffective for any reason by the **Philippine National Police-Supervisory Office for Security and Investigation Agencies (PNP-SOSIA)**, the **AGENCY** shall undertake to inform **OSG** of such development. Upon written notice to the **OSG**, the Contract shall be automatically **terminated** as of the date of said suspension, cancellation, revocation or ineffectiveness.

25. After the expiration of the contract, all claims which may have accrued to either party prior to the date of the expiration of the contract shall be respected.

26. **In the event that the security contract expires without a successful procurement of security services, the contract may be extended for a period of thirty (30) days, subject to termination upon thirty (30) days written notice by one party to the other. The extension shall be subject to the availability of funds from the Finance Management Service (FMS) of the OSG and the approval of the Head of the OSG.**

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