TERMS OF REFERENCE
PROCUREMENT OF SECURITY SERVICES

1. The **AGENCY** shall provide twenty-four (24)-hour security services 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 Convergys One Building (with address at 6796 Ayala Avenue corner Salcedo Street, Legaspi Village, Makati City), the parking areas of Mile Long (with address at Amorsolo Street, Legaspi Village, Makati City), and the building/s where OSG divisions will be relocated (collectively referred to as "OSG premises"), and during major office-wide events.

2. The **AGENCY** shall be a wholly-owned Filipino private security agency and holder of a regular license to operate issued by the Chief of the Philippine National Police (PNP). 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, the training institution must be recognized by the Technical Education and Skills Development Authority (TESDA) or the PNP Supervisory Office for Security and Investigation Agency (SOSIA).

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 or PNP SOSIA;
d. A list of the establishments, institutions, companies or agencies for which it provides security services;
e. A copy of the contract with the institution that provides security training, if applicable;
f. Organizational chart; and
g. Security plan for the **OSG** (to be submitted during post-qualification).

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 of Security Services (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 **twenty-four (24) security personnel (consisting of twenty-two [22] ordinary guards and two [2] officers-in-charge), with four [4] 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 the **OSG**'s properties, premises, personnel, and clients around and within the **OSG**'s premises, extension offices, the parking areas, and areas where major office-wide events are held.

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

Shift	Time	Number of Security Guards	Number of OICs	Total
Morning Shift	**7:00 A.M to 7:00 P.M**	**14**	**1**	**15**
Evening Shift	**7:00 P.M to 7:00 A.M**	**8**	**1**	**9**
Total Number of Security Personnel				**24**

The security personnel may be required to report at designated times other than those stated above, as instructed by the authorized personnel of OSG.

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, psychologically, 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 for male and five feet and two inches (5'2") in height for female;
e. Must have reached college level/vocational level or its equivalent;
f. Graduate of a pre-licensure training course duly certified by PNP-SOSIA;
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 or 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 by the provisions of Republic Act No. 11917 otherwise known as "The Private Security Services Industry Act."

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, psychologically, 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 for male and five feet and two inches (5'2") in height for female;
e. College graduate;
f. Certified Security Professional (CSP) or Certified Security and Safety Professional (CSSP);
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 or 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. 11917, otherwise known as "The Private Security Services Industry Act."

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;
d. Enforce and implement policies, rules, and regulations of the **OSG** aimed at maintaining peace and order therein;
e. The foregoing responsibilities shall be performed in areas where major office-wide events are held and in building/s where the OSG will relocate, during which renovations or works are performed.

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 requirements.

7.2. In cases of emergency situations and upon request by the **OSG**, the **AGENCY** shall provide at least four (4) more security guards within thirty (30) minutes from said request.

8. The Approved Budget for the Contract is **Sixteen Million Five Hundred Ninety-One Thousand Pesos (PhP16,591,000.00).** The minimum administrative fee that may be charged by the **AGENCY** to the **OSG** shall not be less than twenty percent (20%) of the total contract cost, subject to adjustment by the Department of Labor and Employment: *Provided,* That additional fees shall be charged for the acquisition and maintenance of extraneous tools and equipment used for security operation by the agency or required by the clients and for the continuous deployment of private security professional in hazardous conditions.

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 the 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 **Forty-Five Thousand Eighty Pesos and Five Centavos (PhP45,080.05)** for a day shift, and not less than **Forty-Seven Thousand Three Hundred Sixty-Seven Pesos and Seventy-Six Centavos (PhP47,367.76)** for a night shift, inclusive of 13th Month Pay, 5-day Service Incentive Leave Pay, Uniform Allowance, Retirement Benefits, Employees' Compensation, Social Security System (SSS) contribution, Philippine Health Insurance Corporation (PHIC) contribution, Pag-Ibig Fund contribution, 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 **Forty-Five Thousand Eighty Pesos and Five Centavos (PhP45,080.05)** for a day shift, and not less than **Forty-Seven Thousand Three Hundred Sixty-Seven Pesos and Seventy-Six Centavos (PhP47,367.76)** for a night shift, inclusive of 13th Month Pay, 5-day Service Incentive Leave Pay, Uniform Allowance, Retirement Benefits, Employees' Compensation, SSS contribution, PHIC contribution, Pag-Ibig Fund contribution, 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** shall be 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 SSS, Pag-Ibig, and PHIC, the required contributions with the corresponding management share as mandated by law, and the income taxes due thereon, 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 therefor, the **AGENCY** shall immediately reimburse the **OSG** upon notice of claims or other expenses paid by the 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 reshuffling, reassignment, suspension, layoff, 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. As the need arises, the **AGENCY** must provide additional security guards upon the request of the **OSG**, under the same rate and manner of payment.

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 the assigned security guard and/or impose the corresponding disciplinary action, and thereafter submit a report to the OSG of the action it has undertaken and its reasons for such action.

16. The security guards that will be assigned to the **OSG** must be equipped with duly licensed firearms, ammunitions, nightsticks, proper uniforms (as prescribed by the Philippine National Police-Supervisory Office for Security and Investigation Agencies) and other paraphernalia (e.g. flashlights, two-way radios, raincoats, boots, umbrellas, whistle, writing pen, notebook, first aid kit, anti-riot equipment such as shields or armor, among others). 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 (20) CCTV camera units and CCTV monitor to be placed in designated areas as determined by the **OSG**, with digital video recorder and video management software and cabling installation. The **AGENCY** shall maintain the confidentiality of the video and data obtained from the CCTV system. In the event of leakage of video and data, the **AGENCY** will be held liable.

At the end or termination of the contract, the **AGENCY** shall surrender all video and data obtained from the CCTV system to the **OSG**. In coordination with the Emergency Preparedness and Response Team of the **OSG**, the **AGENCY** shall provide at least one (1) trainer to conduct basic personal safety management training for the employees of the **OSG** on a semi-annual basis.

17. Subject to existing rules and guidelines, the **AGENCY** shall provide transportation services to the security guards assigned to the **OSG**, in case of public transportation restrictions beyond the control of the security guards.

18. The **AGENCY** shall cooperate with the **OSG** in preventing and controlling the spread of infectious diseases in the premises, extension offices, and parking areas of the **OSG**. In the event that a member of the security personnel assigned to the **OSG** has to undergo treatment due to infectious diseases, the **AGENCY** shall ensure the timely substitution of the security guard/officer-in-charge, to meet the required number of security personnel for the morning shift and evening shift. In case of the emergence of public health concerns, the **OSG** reserves the right to determine the measures, as may be necessary and in line with prevailing rules, to ensure the health and safety of its employees.

19. The **AGENCY** shall ensure that the security guard to be assigned to the **OSG** has a negative result for drug test prior to deployment. For this purpose, the **AGENCY** shall require the security guard to undergo a drug test to be administered by a drug testing center accredited by the Department of Health and chosen by the **OSG**. During his/her deployment, the security guard shall undergo random drug test on a date determined by the **OSG**. The **AGENCY** shall shoulder the cost of the drug tests of the security guards.

20. 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 in the following instances:

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 to. However, the **AGENCY** shall be liable, regardless of whether the **AGENCY** or its security guards have access thereto, 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 the **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. 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**.

21. 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.

22. 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**.

23. The **AGENCY** shall cooperate with 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.

24. The **AGENCY** shall submit a bid security, in accordance with the following schedule stated under Section 56.2 of the NGPA of Republic Act No.12009:

a. Cash or cashier's/manager's check issued by a universal or commercial bank (not less than 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 (not less than 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 (not less than 5% of the Approved Budget for the Contract); or
d. Bid Securing Declaration.

25. Prior to the signing of the contract, the **AGENCY** shall post a performance security in favor of the **OSG**, in accordance with the following schedule stated under Section 68 of the NGPA of Republic Act No. 12009:

a. Cash or cashier's/manager's check issued by a universal or commercial bank (not less than 5% of the Total Contract Price); 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 (not less than 5% of the Total Contract Price); 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 (not less than 30% of the Total Contract).

26. The Contract shall be effective for one (1) year. However, either party may terminate the 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 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 thereof must be served to the other party at least thirty (30) days prior to the intended date of termination.

27. In case of any violation 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 to the intended date of termination. In the event that the **AGENCY** becomes insolvent, the **OSG** shall have the right to terminate the Contract by serving a written notice to the **AGENCY** at least fifteen (15) days prior to the intended date of termination.

28. 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, the **AGENCY** shall undertake to inform the **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.

29. 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.

30. In the event that the Contract expires without a successful procurement of security services, the Contract may be extended on a month-to-month basis, or for such period necessary until a successful procurement of security services. 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**. The extension shall be subject to termination upon thirty (30) days' written notice by one party to the other.

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