

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 Montepino Building (with business address at 138 Adelantado Street, Legaspi Village, Makati City), and the parking areas of Mile Long (with 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, the training institution 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;
- 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**.

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 (20) security personnel (consisting of eighteen [18] 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 the **OSG's** properties, premises, personnel, and clients around and within the **OSG's** premises, extension offices, and the parking areas.

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	12	1	13
Evening Shift	7:00 P.M to 7:00 A.M	6	1	7
Total Number of Security Personnel				20

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-SAGSD and Civil Security Group (CSG);
- 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 by 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, psychologically, and mentally fit;
- c. Not less than thirty-five (35) years old and not more than forty-five (45) years old;
- j. 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;
- d. College graduate;
- e. Certified Security Professional (CSP) or Certified Security and Safety Professional (CSSP);
- f. Two (2) years of relevant supervisory experience;
- g. Duly licensed and properly screened and cleared by the PNP, 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 tour of duty, unless the circumstances require otherwise; and
- i. 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 at 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 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 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 **Thirty-Three Thousand Four Hundred Six Pesos and Sixty-Eight Centavos (PhP33,406.68)** for a day shift, and not less than **Thirty-Five Thousand One Hundred Sixty-Eight Pesos and Ninety-Four Centavos (PhP35,168.94)** for a night shift, inclusive of 13th Month Pay, 5-day Service Incentive Leave Pay, Uniform Allowance, Retirement Benefits, Employees' Compensation, Social Security System contribution, Philippine Health Insurance Corporation 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 **Thirty-Three Thousand Four Hundred Six Pesos and Sixty-Eight Centavos (PhP33,406.68)** for a day shift, and not less than **Thirty-Five Thousand One Hundred Sixty-Eight Pesos and Ninety-Four Centavos (PhP35,168.94)** for a night shift, inclusive of 13th Month Pay, 5-day Service Incentive Leave Pay, Uniform Allowance, Retirement Benefits, Employees' Compensation, Social Security System contribution, Philippine Health Insurance Corporation 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 the Social Security System (SSS), Pag-Ibig, and the Philippine Health Insurance Corporation, 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.

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.

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 seventeen (17) 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.

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 ensure that the security guard to be assigned to the **OSG** has a negative result for COVID-19 swab test (RT-PCR) two (2) days before deployment. The **AGENCY** shall endeavor to encourage the security guard to get vaccinated against COVID-19 or other infectious diseases prior to assignment to the **OSG**. The **AGENCY** shall cooperate with the **OSG** in preventing and controlling the spread of COVID-19 or other 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 self-quarantine or treatment due to COVID-19 or other 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