

**TERMS OF REFERENCE**  
**PROCUREMENT OF SECURITY SERVICES**  
**Department of Social Welfare and Development Field Office V**

**1. RATIONALE / OBJECTIVE**

This Terms of Reference (TOR), consistent with Republic Act No. 9184 and its Revised Implementing Rules and Regulations (IRR), shall guide prospective bidders interested in the bidding for the contract for security services for the Department of Social Welfare and Development Field Office V.

**2. SCOPE OF UNDERTAKING**

The contract for security services, subject for public bidding shall include the security needs of Department of Social Welfare and Development Field Office V, namely:

- a. DSWD Field Office V, Rawis, Legazpi City
- b. DSWD Field Office V, Buraguis, Legazpi City
- c. DSWD Complex, Nasisi, Ligao City
- d. DSWD RRCY, Sorsogon City
- e. DSWD SWAD Office, Camarines Sur
- f. DSWD SWAD Office, Catanduanes
- g. DSWD SWAD Office, Camarines Norte
- h. DSWD SWAD Office, Masbate
- i. DSWD SWAD Office, Sorsogon
- j. KC NCDDP RPMO
- k. DSWD Sorsogon Warehouse

**3. DESCRIPTION OF SERVICES**

The Department of Social Welfare and Development Field Office V desires to engage the services of a security agency for the purpose of deploying licensed security guards to safeguard and protect its properties, equipment, facilities/installations/office buildings, and confidential information within its premises, against any and all crimes/unlawful acts, and any act of terrorism by strangers or third persons. The services that shall be engaged shall also cover the necessary security measure for all DSWD officers, employees, clients and its visitors transacting legitimate business in the DSWD premises.

**4. OBLIGATIONS AND RESPONSIBILITIES UNDER THE CONTRACT**

**4.1 Security Services Contractor shall:**

- a. Provide and operate efficient security plans and services in accordance with the requirements prescribed by the DSWD;
- b. To ensure compliance with labor laws, prospective bidders should be a duly registered contracting agency in accordance with the DOLE Department Order No. 18-A, s. 2011. As such, they shall be required to submit to DSWD FO V a duly certified true copy of the SEC Registration Certificate, Supervisory Office on Security and Investigating Agencies (SOSIA) Certification, Certificate of Compliance and submission of the duly required Semi-Annual

Report. This will ensure that they are not engaged in labor only contracting and that all duly mandated contributions such as SSS, Pag-Ibig and Philhealth are duly complied with;

- c. In view of the above compliance with DOLE regulations, bidder must have a minimum capitalization of Php 3M to ensure that all guards are timely compensated even if payment for such contract is delayed. Relative thereto, a certification from the Securities and Exchange Commission that such bidder has a Php 3M capital shall be required;
- d. Considering that the DSWD Region V Office is frequented by VIP Visitors, said security agency should be able to provide K9 sniffing dogs when necessary. As such, said bidder is required to submit true copies of Certificate of Ownership or any other proof of availability of K9 services such as Certificate of Dog Ownership, receipt of purchase and other documents of ownership;
- e. The security agency should own at least one (1) security vehicle, said vehicle shall be used in the checking, monitoring, and evaluation of security guards and other security related services. As such, the bidder is required to submit proof of ownership/availability of security service vehicle;
- f. Deploy duly licensed security guards in accordance with qualification standards as indicated in Annex "A" hereof;
- g. Provide and maintain the required minimum security service equipment per R.A. 5487 including communication units and gears in ready and operational condition as listed in Annex "B";
- h. Employ key officers or employees with appropriate training or experienced in 1) Crowd Control, 2) First Aid, 3) Bomb Detection and Identification, 4) Advanced Intelligence and Investigation that can be called to assist DSWD FO V should the need arise;
- i. Provide at its own expense allocation for Gun Handling/Safety Security Training Program for security guards that will be deployed under the contract. Provide training programs to upgrade the knowledge and skills of its security guards deployed with the DSWD FO V on security matters such as, but not limited to the following:
  - i.1 Knowledge of current security threats and patterns;
  - i.2 Recognition and detection of weapons, dangerous substances and devices;
  - i.3 Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
  - i.4 Techniques used to circumvent security measures;
  - i.5 Crowd management and control techniques;
  - i.6 Security-related communications;
  - i.7 Testing, calibration and maintenance of security equipment and systems and conduct of Firearms Proficiency Training;
  - i.8 Inspection, control and monitoring techniques;

i.9 Methods of physical searches of person, personal affects, and baggage;  
i.10 Basic Intelligence and Investigation Course, and report writing; and;

- j. Comply with all labor standard laws and social legislative acts in favour of its security guards, and shall hold the Department of Social Welfare and Development Field Office V free from any liability arising from monetary claims by the Security Guards against the Security Services Contractor;
- k. Employ security guards, with appropriate training in bomb and firearms detection, deadly weapons identification, first aid, crowd control and basic fire fighting;
- l. Provide security utilities and necessary security equipment in addition to what is required of the contractor at its own expense;
- m. Increase such number of security guards upon request from DSWD or decrease after due notice from the DSWD FO V;
- n. Submit to the DSWD FO V detailed reports of undertaking and unusual incidents in the form, substance and frequency prescribed by the Department;
- o. Make available at any time all documents related to the security services contract for inspection, examination and audit by the DSWD FO V;
- p. Assume liability for all losses, damages, destructions to DSWD FO V properties and for death and/or injuries sustained by its officers, employees, and visitors/guests, which are directly attributable to the negligence, fault, laxity, unlawful act or misconduct of the Contractor or by any of its officers and/or security guards;
- q. Provide insurance coverage or pay for life insurance premium for its security guards and furnish DSWD FO V a copy of the policy;
- r. Comply with all other applicable memorandum, orders, terms and conditions of the contract and applicable rules and regulations promulgated by the DSWD FO V;
- s. Pay required and applicable taxes in full and on time and that the failure to do so will entitle the DSWD FO V to suspend payment for any services delivered/rendered by the agency/contractor;
- t. Regularly present to DSWD FO V, within the duration of the contract, a tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon;
- u. Comply with all other terms and conditions of the contract and applicable regulations set by competent authority;

- v. The Security Services Contractor has the obligation and responsibility to comply with all the provisions of the contract and contract documents. Non-compliance or violations of any obligations and responsibilities by the Security Services Contractor shall be a ground for rescission, cancellation and/or termination of the security services contract after due notice;
- w. Post the required Performance Security the sufficient amount to be set by DSWD FO V in such form as cash, manager's check or bond secured from the Government Service Insurance System (GSIS) or a reputable insurance company duly accredited by the appropriate government agency to guarantee full performance and compliance with every stipulation, terms and conditions of the security services contract, and adjust the amount of the bond accordingly whenever the number of guards is increased/decreased.

#### ***4.2 The Department of Social Welfare and Development Field Office V***

- a. Pay the Contractor of the amount due for security services rendered in accordance with what is stipulated in the contract and/or prevailing laws and regulations to include labor laws and prevailing PADPAO Rate in the region where the DSWD FO V is located subject to Revised IRR of R.A. 9184;
- b. Request or assign other additional work load to guards assigned to DSWD FO V and render necessary supervision for the proper implementation of the contract;
- c. Provide Social Welfare and Development (SWD) Orientation Seminar, and other pertinent security training to security guards in coordination with security contractor;
- d. Exercise visitorial power or conduct inspection or audit of the contractor's compliance with existing social legislation or provisions of the security contract relating to the welfare of the security guards.

### **5. RIGHTS**

#### ***5.1 The Contractor***

- a. **Financial** – Collect its fees and charges for services rendered as agreed and approved by DSWD FO V.
- b. **Administrative** – To confer with DSWD FO V issues and concerns pertaining to security services contract.

#### ***5.2 The Department of Social Welfare and Development Field Office V***

- a. **Financial** – Require the Security Services Contractor to submit the supporting documents as basis for payment of services rendered by its security guards and issue appropriate Official Receipts.
- b. **Operational** – Supervise and control the services being rendered by the Security Services Contractor to ensure maximum efficiency. Terminate and/or cancel the security services contract of the security agency for reason/s or cause/s as provided for under the contract with DSWD FO V. Conduct audit relative to the compliance of the security service company with the terms and conditions of the contract with DSWD FO V.

**6. CONFIDENTIALITY CLAUSE**

Ensure that all guards assigned to DSWD FO V will keep in confidence all data, business practices, and all other pertinent information gained through their assignment in the DSWD FO V.

**7. DURATION OF CONTRACT**

The Security Services Contract by and between the Department of Social Welfare and Development Field Office V and the service provider shall be valid from April 1, 2019 up to December 31, 2019.

**8. VENUE OF ACTION**

All actions relating to the bidding or contract shall only be instituted in the appropriate court in the City of Legazpi, Philippines to the exclusion of any other courts.

**Qualifications:**

1. College Level
2. Duly licensed security guard
3. Atleast 21 years old
4. With Neuro Psychiatric Clearance
5. With Drug Test Clearance
6. NBI Clearance
7. Court Clearance
8. Must not be a dishonorably discharged member of the PNP or any branches of the Armed Forces of the Philippines, and such other similar agencies.

**Annex "B"**

**Firearms and Communications and Security Guards Paraphernalia Minimum Requirements:**

**i. Firearm/Ammunition Requirement**

| <i>Offices</i>                      | <i>9mm<br/>Pistol</i> | <i>Ammo</i> | <i>12GA</i> | <i>Ammo</i> |
|-------------------------------------|-----------------------|-------------|-------------|-------------|
| DSWD Regional Office (new building) | 2                     | 25          |             |             |
| DSWD Regional Office                | 2                     | 25          | 1           | 5           |
| DSWD Complex, Nasisi, Ligao City    | 2                     | 25          |             |             |
| DSWD RRCY                           | 2                     | 25          |             |             |
| DSWD Catanduanes                    | 1                     | 20          |             |             |
| DSWD Masbate                        | 1                     | 20          |             |             |
| DSWD Cam Sur                        |                       |             | 1           | 5           |
| DSWD Sorsogon                       | 1                     | 20          |             |             |
| KC NCDDP RPMO, Legaspi City         | 1                     | 20          |             |             |
| DSWD Camarines Norte                | 1                     | 20          |             |             |
| DSWD Sorsogon Warehouse             | 1                     | 20          |             |             |

**ii. Other Security Equipment Requirements**

| <i>Offices</i>                      | <i>Emergency<br/>Light</i> | <i>Metal<br/>Detector</i> | <i>Mega<br/>Phone</i> | <i>Radio<br/>Base</i> | <i>VHF<br/>Radio</i> |
|-------------------------------------|----------------------------|---------------------------|-----------------------|-----------------------|----------------------|
| DSWD Regional Office (new building) | 2                          | 2                         | 1                     | 2                     | 1                    |
| DSWD Regional Office                | 3                          | 2                         | 1                     | 4                     | 1                    |
| DSWD Complex, Nasisi, Ligao City    | 3                          | 1                         | 1                     | 4                     | 1                    |
| DSWD RRCY                           | 3                          | 2                         | 1                     | 4                     | 1                    |
| DSWD Catanduanes                    | 2                          | 1                         | 1                     | 3                     |                      |
| DSWD Masbate                        | 2                          | 1                         | 1                     | 2                     |                      |
| DSWD Cam Sur                        | 2                          | 1                         | 1                     | 2                     |                      |
| DSWD Sorsogon                       | 2                          | 1                         | 1                     | 2                     |                      |
| KC NCDDP RPMO, Legaspi City         | 2                          | 1                         | 1                     | 2                     |                      |
| DSWD Camarines Norte                | 2                          | 1                         | 1                     | 2                     |                      |
| DSWD Sorsogon Warehouse             | 2                          | 1                         |                       |                       |                      |

**iii. Security Guard Paraphernalia**

- |                         |  |                      |
|-------------------------|--|----------------------|
| 1. Head Gear            | 5. Rain Boots                                | 8. Tear Gas canister |
| 2. Whistle with Lanyard | 6. Umbrella                                  | 9. First Aid Kit     |
| 3. Retractable Baton    | 7. Rechargeable LED Flashlight with stun gun |                      |
| 4. Raincoat             |  |                      |

**Financial Requirements:**

| <b>Offices</b>   | <b>TOD</b>              | <b>Quantity</b>                          |
|--|-------------------------|--|
| DSWD Regional Office, Rawis, Legazpi City (new building) | 3 shifts (8 hrs/shift)  | <b>3</b>                                 |
| DSWD Field Office V, Buraguis, Legazpi City              | 3 shifts (8 hrs/shift)  | <b>9</b> (with lady guard on day shift)  |
| DSWD Complex, Nasisi, Ligao City                         | 3 shifts (8 hrs/shift)  | <b>6</b> (3 lady guards & 3 male guards) |
| DSWD RRCY, Sorsogon City                                 | 3 shifts (8 hrs/shift)  | <b>7</b>                                 |
| DSWD SWAD Office Camarines Sur                           | 3 shifts (8 hrs/shift)  | <b>3</b>                                 |
| DSWD SWAD Office Catanduanes                             | 3 shifts (8 hrs/shift)  | <b>3</b>                                 |
| DSWD SWAD Office Masbate                                 | 3 shifts (8 hrs/shift)  | <b>3</b>                                 |
| DSWD SWAD Office Sorsogon                                | 3 shifts (8 hrs/shift)  | <b>3</b>                                 |
| DSWD SWAD Office Camarines Norte                         | 3 shifts (8 hrs/shift)  | <b>3</b>                                 |
| KC-NCDDP RPMO, Legazpi City                              | 3 shifts (8 hrs/shift)  | <b>3</b>                                 |
| DSWD Sorsogon Warehouse                                  | 2 shifts (12 hrs/shift) | <b>2</b>                                 |
| <b>Total Budgetary Requirements</b>                      |                         | <b>45</b>                                |