

**TERMS OF REFERENCE (TOR)**  
**PROCUREMENT OF SECURITY SERVICES FOR THE**  
**INTERNATIONAL CABLE LANDING AND REPEATER STATIONS**

**I. Background of Item Being Procured**

General Overview of the Procurement Project

The Department of Information and Communications Technology (DICT) is in need of a SECURITY AGENCY that can provide the necessary and investigation services to protect and safeguard the properties and interests of the DICT, whose critical facilities are located at the following sites:

i. DICT Luzon Cluster 1

- International Cable Landing Station, California Ave., Barangay San Francisco, San Fernando City, La Union
- Repeater Station, Brgy. Cataguintingan, Rosario, La Union
- Repeater Station, Brgy. Poblacion, Sta. Maria, Pangasinan

ii. DICT Luzon Cluster 2

- International Cable Landing Station, ATC Compound, Brgy. Calabuanan, Baler, Aurora
- Repeater Station, Brgy. Tulat, San Jose City, Nueva Ecija
- Repeater Station, Brgy. Marikit, Pantabangan, Nueva Ecija

**II. Purpose of the Procurement**

The purpose of this procurement is to provide the 24/7 security and investigation services to protect and safeguard the properties and interests of the DICT's critical facilities.

**III. Mode of Procurement**

The mode of procurement is Public Bidding.

**IV. Nature of Procurement**

The nature of procurement is Goods and Services

## **V. Scope of Works**

The SECURITY AGENCY should be duly licensed in accordance with Republic Act 5487, as amended and recognized by the government, to render protective, detective and security service within the Philippines, including Metro Manila and has very satisfactory performance records from previous Offices served in safeguarding and protecting properties against theft, pilferage, robbery and other similar unlawful and destructive acts.

### **A. Responsibility Areas**

The SECURITY AGENCY shall diligently and faithfully serve the DICT in the provision of security services, as aforementioned, on a twenty four (24) hour per day basis including Saturdays, Sundays and Holidays and shall abide by the instructions of the DICT relative to such services. Security guards shall be posted and distributed in accordance with the NPF/NPCE/BNP Schedule of guards.

The SECURITY AGENCY shall undertake the following:

- a. Prepare a Security Plan on the monitoring of activities in all designated areas in the DICT which shall be presented to the management for final approval. Said plan shall form part of the CONTRACT;
- b. Provide guards who are in their proper uniforms or, in the case of the Supervising Guards, formally attired, per requirement of the DICT;
- c. Provide adequate firearms and ammunitions to each guard as well as, such equipment (e.g. CCTV) and paraphernalia (e.g. first aide kit) as maybe necessary in the discharge of their duties;
- d. See to it that all guards assigned to the DICT are at all times vigilant, honest, dependable and aware of their duty to protect lives and limbs of personnel and finally protect the properties of the DICT;
- e. Make sure that all guards remain courteous to all employees and guests to protect the proper image of the DICT;
- f. The Security Guard per station must conduct frequent inspection, day and night;
- g. Ensure that unauthorized persons are kept out of guarded premises;
- h. Guarantee peace and order within the guarded premises at all times;
- i. Make available, at all times, duly-licensed, trained and qualified reliever guards in case of the absence of any assigned guard, for the continuous uninterrupted security services in the DICT premises.

Make sure that the duty schedule of each Guard should not be more than Eight (8) hours;

- j. Change any guard who does not measure up to the standards or criteria of the DICT as soon as the SECURITY AGENCY is informed of the request for replacement, and conversely, not to change or replace any assigned guard without the consent of the DICT;
- k. Submit and surrender all record books used for monitoring and recording activities in the whole Building and those of the personnel. The designated Guard per station must submit monthly report to the FOO Cluster Director;
- l. To comply with all existing laws, rules and regulations relative to the operations of security agencies.

## **B. General Conditions**

- a. The SECURITY AGENCY must be duly licensed by the Philippine National Police (PNP) – Supervisory Office for Security and Investigation Agency (SOSIA), registered and a member of PADPAO with proper operating permits and other statutory requirements. It must have an experience of at least five (5) years.
- b. The DICT, whenever necessary, may request for the reduction or increase in the number of security guards of the SECURITY AGENCY, as may be required, provided that due written notice thereof shall be served upon the SECURITY AGENCY, in which case, the corresponding adjustment in the compensation as prescribed herein, shall be paid by the DICT to the SECURITY AGENCY. The increase or decrease in the number of personnel may be done without the need of executing a supplemental agreement.
- c. The DICT, at all times, has the right to inspect the guards on detail at the premises and, at any time, request for the immediate replacement of any guard or guards assigned under the contract. Such request for replacement must always be in writing;
- d. That the SECURITY AGENCY shall be responsible for compliance to all government regulations in connection with the performance of its contractual obligations to the DICT OFFICE/FACILITIES, such as permits and licenses;
- e. The relationship of the SECURITY AGENCY to the DICT shall be that of an independent Contractor;
- f. The DICT have the right to give guards, either or through the SECURITY AGENCY, instructions regarding the performance of the duties assigned to them. Guard per station should undergo briefings

and training on how to operate equipment in the stations watch during brownouts or when natural catastrophic occur.

- g. In the occurrence of any loss or damage to the DICT properties, the DICT and the SECURITY AGENCY (and vice versa) shall report the incident in writing, through its Executive Director/Detachment Commander, within twenty four (24) hours after its occurrence or discovery. Upon confirmation of such damage or loss of property by both parties, the SECURITY AGENCY and DICT shall conduct a thorough investigation. If the resulting investigation finds the security guards or officers of the SECURITY AGENCY at fault, it shall assume responsibility for any loss or damage to property suffered by the DICT, as a result of theft, pilferage and/or robbery particularly when proper inventory and turnover was duly observed and recorded.
- h. The SECURITY AGENCY however, shall not be held liable for losses or damages due to force majeure, or to fortuitous events, or to any of the following causes:
  - 1. Where the loss occurred inside a closed and locked stockroom and/or office, except where it has been proven that the door or any of the part of the building has been forcibly opened or the lock thereof destroyed through force or violence; and PROVIDED further, that the same has been reported to the police SECURITY AGENCY and/or to the guard of the SECURITY AGENCY, immediately upon its discovery.
  - 2. For the loss of any property belonging to the DICT, which are kept in the open area or storage and have not been duly turned over to the SECURITY AGENCY, or its duly authorized representatives, for physical and proper recording, or, although not kept in an open space/or storage, but not been issued to the DICT employees;
  - 3. Where such loss was a result of any or all of the following: Mob Violence, Tumultuous, Acts of Dissidence, War, Insurrection or Revolution, Rebellion, Violent Uprising, Demonstration or Rally;
  - 4. Loss of pocketable items and valuables.
- i. The SECURITY AGENCY shall indemnify the DICT for any loss or damage to property the DICT may suffer during the tour of duty of the SECURITY AGENCY's guards, PROVIDED, that said loss or damage is not due to the sole negligence of the DICT. However, when such loss or damage is cause by "force majeure" or fortuitous events, the SECURITY AGENCY may not be held responsible.
- j. In cases where the SECURITY AGENCY shall have to indemnify the DICT for losses or damages suffered by the DICT under conditions stipulated under item "g" and "h" of this Terms of Reference (TOR),

determination of the value of the property lost or damage shall be done by the DICT Chief Accountant, based on the current value of the property in the free market. Payment for the indemnity shall be made within sixty (60) days after the final result of the investigation has been served to the DICT, without any need for demand from the DICT.

- k. The SECURITY AGENCY shall fully agree to free or absolve the DICT from any liability, causes of action or claims which may be filed against their guards, by reason of their employment by the SECURITY AGENCY or by third party, arising or connected to the performance of a guard's duty under the agreement, whether under the provisions of the Wage Law, Workmen's Compensation Law or under any law which are now in effect.
- l. It should be expressly understood and agreed that the guards of the SECURITY AGENCY are in no sense employees of the DICT and, as such the SECURITY AGENCY shall assume full responsibility for and shall free or acquit the DICT from any claim or claims for personal injury or damage or death arising out of, or in the course of performance of guard duties, of said guards.

### C. Posting of Security Guards

Description/Location	Billing Contract Rate	Shift	Number of Security Guards
<b>A. Field Operations Office-DICT Luzon Cluster 1</b>			<b>16</b>
International Cable Landing Station, California Ave., Barangay San Francisco, San Fernando City, La Union	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	8
Repeater Station, Brgy. Cataguintangan, Rosario, La Union	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4
Repeater Station, Brgy. Poblacion, Sta. Maria, Pangasinan	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4

<b>B. Field Operations Office-DICT Luzon Cluster 2</b>			<b>16</b>
International Cable Landing Station, ATC Compound, Brgy. Calabuanan, Baler, Aurora	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	8
Repeater Station, Brgy. Tulat, San Jose City, Nueva Ecija	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4
Repeater Station, Brgy. Marikit, Pantabangan, Nueva Ecija	8 hours	<u>0600H – 1400H</u> <u>1400H – 2200H</u> <u>2200H-0600H</u>	4

#### **D. Personnel Requirements for Security Guards**

1. Filipino citizen;
2. At least second year college;
3. Physically and mentally fit (to be supported with psychological test results);
4. Valid license;
5. Between 21 and 40 years old.
6. Without previous record of neither conviction nor pending criminal case. Submission of a photocopy each of the NBI Clearance and PNP Clearance is required.
7. Others, as may be necessary.

#### **E. Equipment and Supplies**

All pieces of equipment and supplies needed to maintain the detachment shall be provided by the SECURITY AGENCY (CCTV, Radio System, Firearms, Flashlights, Raincoats, First Aid Kits, etc.).

## **F. Additional Set of Technical Parameters**

1. Stability
  - a) Years of Service – At least five (5) years
  - b) Liquidity of the Service Provider –  
Ability to pay at least two (2) months of salaries and wages of the **Thirty Two (32)** security guards from its own Funds, i.e. twice of 1/3 of the ABC based on the NFCC of credit Line certificate (CLC).
  - c) Organizational Set-up  
Presence of an organizational chart indicating names of key officials and number of personnel and the reporting and functional relationship among players within the Service Provider/Contractor with additional presentation of its relations to the DICT for the implementation of the Contract.
2. Resources
  - a) Number of licensed firearms
  - b) Number and kind of Communications Devices
  - c) Number and kind of Motor Powered Vehicles
  - d) Number of Licensed Guards
3. Security Plan

## **G. Bond**

The SECURITY AGENCY shall post a Performance Bond to be secured from any bonding institution or Government Service Insurance System (GSIS) to answer the damages or losses that the DICT may suffer attribute to the willful act or negligence of the SECURITY AGENCY or any other obligation or liability which may hereunder be outstanding during the lifetime of the Contract. Provided, further, that the liability of the SECURITY AGENCY shall not be limited to the performance bond but not the SECURITY AGENCY shall still be liable for any deficiency thereon.

## **VI. Project Deliverables**

1. The SECURITY AGENCY shall assume responsibility with regards to compliance with requirements of the New Labor Code, specifically those applicable provisions on the night shift differential and overtime work, the Social Security Service Act and other laws pertaining to Employer-Employee relationship. The DICT may require the SECURITY AGENCY to show or produce papers, receipts of payment of SSS, PhilHealth and other evidence to show compliance to the New Labor Code.

2. The SECURITY AGENCY shall submit to the DICT its registration or city permit from PNPSOSIA, and a certificate of good standing immediately.
3. The SECURITY AGENCY shall submit to the DICT qualification requirements including extensive bio-data, properly annotated license papers, etc., for each of security personnel to be assigned at the DICT OFFICE's site, prior to assumption of duty. The SECURITY AGENCY shall submit the bio-data of at least twice the number of the proposed personnel required, from which the DICT can exercise its option to select those that will be assigned to them.
4. The SECURITY AGENCY shall provide each guard with appropriate uniform, which will be worn always while on tour of duty.
5. Any change in personnel to be assigned at the DICT shall require clearance from the Administrative Service Director and shall automatically require submission of qualification papers.
6. Salaries of security personnel should follow the acceptable rate of the prevailing wage order. However, the business expense for Agency Fee should have already been incorporated in its bid price at the time the bidding was conducted. Hence no additional agency fees shall be charged during the duration of the contract.

## **VII. Project Cost**

Approved Budget for the Contract (ABC) of Project and Fund Source

The ABC for one (1) year is **PhP 7,650,000**. The Procuring Entity will have the option of renewing the contract every year depending on the performance of the Security Agency.

## **VIII. Payment Schedule**

The ABC shall be paid by the DICT to the Security Agency at a monthly rate, subject to the availability of funds and in compliance to government auditing and accounting rules and regulations at the end of every month.

The monthly payments should be supported by the following:

1. The Security Agency's Billing Statement;
2. Affidavit or duly notarized Certification that it has paid, in accordance with law;
3. Salaries and benefits of its employees at the DICT, for the preceding pay period;
4. Copy of the duly accomplished Daily time Records (DTR) of said workers, certified by the Security Agency's Supervisor and by the DICT Office's authorized representative;



5. Certification of satisfactory performance by the DICT Administrative Service Director or his/her representative; and
6. Quarterly list of Employees Compensation/Remittance to SSS, PhilHealth and PAG-IBIG Fund.

Payments, however shall be subject to the usual accounting and auditing rules and regulations.

#### **IX. Project Timeframe**

Service Coverage: 12 months

Upon the expiration of the contract, an extension will be agreed upon by both parties. It will be renewable annually and upon any violation or unacceptable services, either incomplete work or required services not being performed, DICT has the right to terminate the contract anytime within the 1 year contract duration.

#### **X. Project Source of Funds**

The project will be funded by the Department of Information and Communication Technology chargeable against the National Broadband Program.