



TERMS OF REFERENCE

PROJECT : **PROVISION OF SECURITY SERVICES**

OWNER : **CLIMATE CHANGE COMMISSION-CLIMATE CHANGE OFFICE**

LOCATION : **MANILA, NATIONAL CAPITAL REGION**

I. PURPOSE

The Climate Change Commission-Climate Change Office (CCC-CCO) needs to engage the services of a Security Agency for the provision of security services for the period of three (3) months (October 1 to December 31, 2023).

II. GENERAL CONDITIONS

A. The responsibilities of the AGENCY shall be as follows:

1. The AGENCY shall provide security services to the CCC-CCO, and for this purpose, assign security guards who shall secure and protect its properties from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, maintain peace and order within and around the CCC-CCO's premises and Project Management Unit (PMU), protect its officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other unlawful acts, and enforce/implement rules, policies, and regulations of the CCC-CCO aimed at maintaining security and safety at its premises.
2. Documents or logbooks maintained by the AGENCY containing matters involving security concerns, including but not limited to entries regarding the date and time of arrival and departure of CCC-CCO officials and employees shall not be disclosed to any person, government official or entity, unless previously authorized by the Executive Director or his/her duly authorized representative. Any violation of this rule shall automatically result in the cancellation of the service contract.
3. The AGENCY shall assign at the CCC-CCO six (6) qualified, competent, uniformed, armed, bonded, and licensed security guards in accordance with the following qualifications, among others to wit:
 - a. Filipino citizen;
 - b. Physically and mentally fit, at least 5'6" tall for male and at least 5'2" tall for female and at least 23 years old but not more than 50 years old, slim or medium built for male and female guards;

- c. Must have undergone and passed regular security service training, a neuropsychiatric examination and drug test;
- d. Must be of good moral character, duly licensed by PNP, Police and government offices issuing clearances for employment and without previous record of any conviction of a criminal offense involving moral turpitude;
- e. Must be in proper uniform and armed with either a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty.

The number of security guards may be increased or decreased depending upon the exigencies of the service or the needs of the security situation at the post as may be determined by the CCC-CCO based on the rates per shift as shown in the attached Approved Budget for the Contract.

- f. Place of assignment may also vary depending on the official work station of the CCC-CCO.

4. The AGENCY shall provide the following:

- a. Duly licensed Firearms, Ammunitions & Other Security Equipment.
- b. Communication Equipment (minimum needed)
One (1) unit Handheld Radio per post including roving
- c. Every security guard on duty shall be provided with the following:
 - ✓ whistle
 - ✓ flashlight
 - ✓ night stick
 - ✓ medicine kit (plaster strips/band-aid, cotton balls, betadine/alcohol)
 - ✓ pepper spray or taser gun.
- d. At least two sets of complete uniforms, with all the necessary patches to all security guards.
- e. Security guards are expected to be trained on the First Aid Basic Course and Disaster Preparedness. Certificate to this effect shall be submitted to CCC-CCO prior the issuance of Notice to Proceed.

5. It is expressly understood and agreed that the AGENCY is not an agent or employee of the CCC-CCO and that the guards to be assigned by the AGENCY to the CCC-CCO are in no case employees of the latter as they are for all intents and purposes employees of the AGENCY. Accordingly, the CCC-CCO shall not be responsible for any and all claims for personal injury or damage, including death, caused either to the guards or any third person where such injury or death arises out of, or in the course of, the lawful performance of security functions and duties of said guards.

6. The AGENCY shall comply with all existing labor laws i.e., minimum wage, 13th month pay, service incentive leaves with pay, SSS, PhilHealth, Employees Compensation, Pag-IBIG premium contributions, retirement trust fund and other mandatory benefits as provided by law.

In addition to the required sworn certification under paragraph 7, the AGENCY shall submit a monthly payroll including copies of DTRs and summary of attendance as proof of compliance that their employees assigned to the CCC-CCO have received or have been receiving their wages and other emoluments as mandated by existing labor standard laws and social legislations.

7. The AGENCY shall likewise submit a sworn certification/proof that it has complied with Department Order No. 150-16, series of 2016 establishing a Retirement Trust Fund in the name for and in behalf of the Security Guards callable upon demand by the concerned security guard.

Failure on the part of the AGENCY to submit the required sworn certification, shall authorize the CCC to pre-terminate the contract. Any unpaid dues prior to the termination date will be paid by CCC in accordance with the terms of agreement.

8. The AGENCY shall guarantee payment to the CCC, for any loss of or damage to its property provided the same occurred within the duties of the AGENCY or its guards, and after it has been duly established after due investigation that said loss or damage was due to the negligence or fault of the AGENCY or its guards. Provided further, that such loss, pilferage, breakage or damage on the properties involved is reported in writing to the AGENCY within ten (10) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the AGENCY shall not in any way be held responsible. In the event the AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the CCC against the party or parties responsible for such loss or damage.
9. The AGENCY shall post a performance security in an amount equivalent to 5% of cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a universal or commercial bank, or 30% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its security guards and also for the faithful compliance with the terms and conditions and provision of the Contract. It is also understood and agreed that Performance Bond set up by the AGENCY shall subsist until the expiration of the Contract and Shall be answerable for whatever losses and/or damages that the CCC or any of its officials and employees may incur or suffer.
10. The AGENCY should be financially capable; it must have sufficient current/liquid assets to shoulder its current liabilities particularly the payment of salaries and benefits for at least two (2) months of their deployed guards to CCC. The administrative cost and profit margin of the

AGENCY should not be less than ten percent (10%) and must be able to provide the salaries and benefits of the security guards as these falls due.

11. The AGENCY shall submit brief profile of the security guards to be deployed to the CCC-CCO upon receipt of notice to proceed.

B. The responsibility of CCC-CCO shall be as follows:

a. The CCC-CCO shall pay Eight Hundred Seventy-Two Thousand One Hundred Twenty-Five Pesos and 86/100 Only (Php 872,125.86) for six (6) guards based on the approved Budget for the Contract of Security Services for three (3) months as shown in Annex "A".

The total monthly due shall be payable semi-monthly in full not later than the 15th and 30th or last calendar day of the reference month for six (6) security officers and guards less any amount that shall correspond to short manpower services or short working periods. The CCC – CCO shall pay the AGENCY not later than the 15th and 30th or last calendar day of the following month based on the billing statement which should be submitted to the CCC-CCO not later than 7th and 21st day each month for the duration of the contract.

It is understood that upon presentation of the corresponding bill thereof, a sworn certification shall be submitted to the CCC-CCO to the effect that the wages of the security guards including other emoluments and/or allowances due them for the preceding month have all been paid. Copies of remittances to SSS, HDMF and Philhealth shall also be provided to the CCC-CCO.

C. Should there be any law, or Wage Order issued by the National Wages and Productivity Commission increasing the minimum wage, the prescribed increases in the wage rate shall be borne by the CCC-CCO and the contract shall be deemed amended accordingly pursuant to such law or Wage Order. In the event, however, that the CCC-CCO fails to pay the prescribed wage rates, the Service agency or contractor shall be jointly and severally liable with his client.

D. In case of any violation on any of the stipulations of the Contract by the AGENCY, the CCC-CCO shall automatically rescind and/or terminate the same upon notice to the AGENCY, and that the CCC- CCO shall be entitled to the refund of its payment including liquidated damages as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or renegotiate the said services to another AGENCY.

E. The performance of the AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. CCC-CCO may also conduct an overall annual assessment or evaluation of the performance of the AGENCY. Based on the assessment, CCC- CCO may pre-terminate the contract for the failure of the AGENCY to perform its obligations and to conform to the standards of CCC-CCO. CCC-CCO may however renew the contract on a

monthly basis up to a maximum duration of one (1) year, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.

- F. In case of tie among bidders, i.e., two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the CCC-CCO shall adopt the non-discretionary/non-discriminatory tie breaking method which is the draw lots method.

III. ELIGIBILITY OF THE SERVICE PROVIDER

1. Filipino citizens/sole proprietorships; corporation; partnerships;
2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates;
3. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
4. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines; or
5. Persons/entities forming themselves into a Joint-venture shall be severally liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

IV. DURATION OF SERVICE

The service contract shall be for a period of three (3) months commencing on **October 1, 2023 and will end on to December 31, 2023**. Delays are subject to liquidated damages pursuant to Section 68 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

V. OTHER REQUIREMENTS

- a. Three (3) years of experience in security services presented in written, duly signed and notarized documents showing therein the following but shall not be limited to:

Record of previous engagement and quality of performance

- a.1 Nature of Client and nature of business
 - a.2 Contact Person
 - a.3 Contact Number
 - a.4 Duration of the contract
 - a.5 Amount of the contract
 - a.6 No. of security guards posted and commanders deployed per client
- b. Organizational set up of the firm

- c. List of the following resources
 - c.1 Number of licensed Firearms
 - c.2 No. and kind of communication devices
 - c.3 No. and kind of motor vehicles
 - c.4 No. of Licensed Guards
- d. Security Plan
- e. Recruitment and Selection Criteria
- f. Uniform including design and other paraphernalia
- g. Certificate no pending case
- h. Licensed to Operate issued by the Philippine National Police – SOSIA

VI. BUDGETARY REQUIREMENTS

- Funds necessary to implement the Provision of security services for CY 2023 is estimated.

Total Approved Budget for the Contract Php 872,125.86

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