

## TERMS OF REFERENCE SECURITY SERVICES

**Project:** Maximum of Three-year supply of Security and Related Services of Al-Amanah Islamic Investment Bank of the Philippines (the BANK) nine (9) branches , namely, Cagayan de Oro, Cotabato, Davao, General Santos, Iligan, Jolo, Makati, Marawi and Zamboanga.

**Brief Description:** Initial supply of thirty six (36) outsourced security guards detailed to the nine (9) Branches and Head Office of the BANK and provision of applicable firearms and ammunition.

### I. SECURITY REQUIREMENTS

The AGENCY shall provide the BANK with the necessary number of security guards. Initially, the Security Detachment of the AGENCY in the BANK and/or its acquired assets or managed projects shall consist of a total of thirty six (36) security guards. As the need arises, the AGENCY hereby obligates itself to post such additional security guards within twenty four (24) hours upon receipt of request in writing by the BANK. The BANK may likewise, at anytime, reduce such number of security guards to conform to its security requirements.

### II. QUALIFICATIONS

Selection Criteria for the Hiring of Security Services by Al-Amanah Islamic Investment Bank of the Philippines (the BANK).

- The applicant should be serviceable to the areas of the nine (9) branches of the Bank:

Branch	Address	No. of SGs (Male)	No. of SGs (Female)
Cagayan de Oro	V. Neri St., Carmen, Cagayan de Oro City	4	0
Cotabato	G/F Hua Hing Bldg., Sinsuat Avenue, Cotabato City	3	1
Davao	G/F NicOLAS Commercial Center, Quirino Avenue, Davao City	4	0
General Santos	G/F JMP Building, Osmeña St., General Santos	3	1
Iligan	G/F Norpen Building, Roxas Avenue St., Iligan	3	1
Jolo	G/F Honeybee Building, Serantes St., Jolo, Sulu	4	0
Makati	DBP Building	0*	0*
Marawi	G/F Cultural Center, 2 <sup>nd</sup> Street, MSU Main Campus, Marawi City	3	1
Zamboanga	G/F PHIDCO Building, Veterans Avenue, Zamboanga City	3	1
<b>Total</b>		<b>31</b>	<b>5</b>
<i>*For deployment, once the Makati City</i>			

- The applicant should be duly registered with the Securities and Exchange Commission (SEC) and/or the Department of Trade and Industry (DTI) for at least five (5) years either as a corporation, a partnership or a single proprietorship. Further, it should be duly registered and accredited by the Department of Labor and Employment (DOLE), as provided under Sections 14, 15 and 16 of the DOLE Department Order No. 18-A series

of 2011, and it should have an existing and valid business permit and/or clearance from the DOLE and other concerned government agencies to do, perform, and/or engage in the business as herein specified.

3. It should be authorized to operate as a private security agency by the Philippine National Police (PNP), Supervisory Office For Security and Investigation Agencies (SOSIA) and must comply with all of the latter's requirements;
4. It should be run by officers, majority of whom have relevant military or police background;
5. It should provide security services with a minimum of nine (9) security guards each client to at least five (5) clients;
6. In addition to the qualifications required by SOSIA, guards to be assigned to the BANK must be at least feet and four inches (5'4") for male and five and two inches (5'2") in height and should be authorized holders of a valid license to exercise profession by the PNPSOSIA;
7. The AGENCY should have at least five (5) years actual work experience in the rendering of security services and should have developed a good company image for its reliability, efficiency and effectiveness in its work performance;
8. It should have a program for the conduct of annual in-service training of its security personnel for the purpose of maintaining and/or upgrading their standards of efficiency, discipline and competence. This is in addition to the Refresher Training Course required of the guards prior to renewal of individual license;
9. The AGENCY shall provide other data/information relevant to operation such as number of years in business, and if also engaged in related business of selling, design, and/or installation of safety and security equipment or system.
10. The AGENCY shall able to provide the BANK with the necessary number of security guards in the Head Office and its branches and as the need arises obligates itself to post such additional security guards within twenty four (24) hours upon receipt of request in writing by the Bank;
11. The AGENCY shall properly train and thoroughly screen its personnel prior to deployment and require them to present favorable police, barangay, and/or NBI clearances and medical certificates attesting to their credibility and physical fitness for the work involved. Further, the AGENCY assures and warrants that all security guards to be assigned by it to the Bank shall be:
  - Filipino citizen
  - At least a High School graduate
  - Physically and mentally fit;
  - Not less than 21 years of age or more than 50;
  - Good moral and character
12. The AGENCY shall provide, as its own expense, the security guards assigned to the BANK and/or in any acquired assets/properties with dependable and serviceable firearms and ammunitions. The AGENCY warrants that it is duly licensed to own and possess and its security guards have the required permits to carry the aforesaid firearms and ammunitions;

13. The AGENCY, upon the BANK's request, shall provide the security equipment that the detachment may need in their operations;
14. The AGENCY shall provide a close and effective supervision of guards seven (7) days a week including holidays, declared and mandated, working and non-working holidays.
15. The AGENCY shall be responsible for any loss or damage that may be suffered by the BANK due to the willful act, negligence and/or carelessness of its security guards in the performance of their duties;
16. The AGENCY shall pay their security guards assigned in the BANK in accordance with the approved PADPAO Cost distribution;
17. The AGENCY, as the employer of the security guards, assumes full responsibility for compliance with all existing labor, social security and PHIC laws, rules and regulations, specifically of the Department of Labor and Employment – Guidelines Governing the Employment and Working Conditions of Security guards and Similar Personnel in the Private Security Industry and;
18. To the satisfaction of the BANK, the AGENCY must be able to submit security/contingency plans for calamity/disaster, robbery, and the like.
19. The AGENCY in compliance with Republic Act No. 7641 (An Act Amending Article 287 of Presidential Decree No. 442, as amended otherwise known as the Labor Code of the Philippines by Providing Retirement Pay to Qualified Private Sector Employees in the absence of any Retirement Plan in the Establishment) should provide retirement plan for the guards.

The BANK reserves the right to examine and screen all security guards to determine whether or not the security guard possessed all the qualifications herein enumerated. Whenever necessary and as requested by the BANK or its duly authorized representative, the AGENCY hereby consent and agrees to make available for examination by the BANK, its financial statement, PNP-Security Agencies and guards Supervision Division (PNP-SAGSD) License to Operate, detachment logbooks, time records, and all presented documents.

The AGENCY shall assign guards to the BANK, who are authorized holders of valid licenses to exercise profession issued by the PNP-Security Agencies and Guards Supervision Division (PNP-SAGSD) the original of said licenses should be presented to the BANK prior to the assumption of duty of the security guards concerned.

### III. FIREARMS AND AMMUNITIONS

The AGENCY shall provide, at its own expense, the security guards assigned to the BANK and/or its acquired assets with the necessary firearms and ammunitions. Each guard on duty shall be issued a pistol revolver with a full load of ammunition plus magazines (**see Table as Reference**). A fully loaded rifle or shotgun/armalite, when issued, shall also have a number of extra rounds of ammunition equal to the full load.

### IV. SUPERVISION AND CONTROL

The AGENCY hereby authorizes the BANK to have exclusive discipline, control and supervision over the security guards assigned to the BANK during their hour of duty and the exercise by the BANK of its authority shall not be deemed nor interpreted as relinquishment of the powers by the AGENCY as an employer of the security guards. The BANK reserves the right to increase, reduce, replace withdraw, or reshuffle, wholly or partially placement and/or number of AGENCY's security guards in the assigned post.

**V. LIABILITY FOR CLAIMS, DAMAGE AND INJURY**

Consistent with provisions of the preceding paragraph, the AGENCY continues to be the employer of the security guards assigned to the BANK and/or its acquired assets. As such, the AGENCY assumes full responsibility for any claims for damages to property or personnel injury, including death, that may be caused by said guards to the BANK officials and employees and to third persons.

The AGENCY hereby agrees to hold the BANK free from any of all liabilities nor damages which the BANK officers and employees or third persons may suffer by reasons of the performance of the obligations of the AGENCY under this contract.

The AGENCY shall further hold the BANK free and harmless from any and all claims, actions, complaints, suits, accountabilities or liabilities arising out of any or all claims for workmen's compensation, unpaid wages, overtime/premium pay, holiday pay, allowances, and/or such other benefits which said employees or personnel of the AGENCY, or their heirs and assigns, may bring against the BANK.

**VI. LIABILITY FOR LOSS OR DAMAGE**

The AGENCY shall be responsible for any loss or damage that may be suffered by the BANK due to the willful act, negligence and/or carelessness of its security guards in the performance of their duties.

**VII. SURETY BOND**

The AGENCY shall furnish the BANK a bond in an amount equal to P1,000.00 times the number of guards, to be issued by a reputable surety or insurance company duly accredited by the BANK, the total of which shall answer for loses or damages which the AGENCY may be liable under the preceding paragraph. In addition, the AGENCY shall post bond in the amount of PESOS: ONE HUNDRED THOUSAND (P 100,000.00) issued by a bonding company accredited to the BANK, conditioned to guarantee the payment of damages, losses and the faithful performance of the AGENCY shall not be limited to the amount of the bond but to the actual loss or damage that may be suffered by the BANK, its employee or third person.

**VIII. CONSIDERATION**

For the services rendered, the BANK, during the existence of the Contract, shall pay the AGENCY the corresponding amount based on terms of the contract for the following branches:

1. Makati – NCR
2. Cotabato and General Santos
3. Davao

4. Cagayan de Oro and Iligan
5. Marawi
6. Jolo and Zamboanga

The abovementioned amounts are on monthly basis for each security guard on the basis of eight (8) working hours a day, Sundays and Holidays included. These rate and manner of payment shall be subject to adjustments in accordance with law and wage orders issued by the Government and as may be agreed upon between the parties to this contract.

#### **IX. COMPENSATION/MANNER OF PAYMENT/ADJUSTMENT IN CONTRACT**

1. The BANK agrees to pay the AGENCY the contract price every 15<sup>th</sup> and end of the month upon representation of a certification under oath of the AGENCY that all its workers or employees covered by this Contract have been paid in accordance with law and regulations and that with respect to said workers or employees, the AGENCY has no outstanding as of the date of presentation of the bill provided, that for every absence and tardiness/under time of a security guard, corresponding deduction from the billing shall be made on the basis of the number of calendar days in a month.

It is understood that all payments under this contract shall be subject to the usual auditing and accounting requirements of the BANK.

It is further understood that non-submission by the AGENCY of the required certification stated above shall be sufficient basis for the Bank to withhold payment of the bill until such time that such certification shall be submitted.

2. Every payment of salary, allowances or any remuneration to the security guards assigned by the AGENCY to the BANK must be accompanied by a pay slip, detailing how the amount of salary due and paid was arrived at. All the thirty six (36) security guards must receive or their ATM accounts credited with their salaries, allowances or any remuneration due them not later than two (2) calendar days from their scheduled pay-days.
3. Fifteen (15) days after end of each calendar quarter, the AGENCY shall furnish the BANK a copy of the remittances schedule showing the names of security guards assigned to the Bank and Official Receipt acknowledging said remittance to SSS, Pag-Ibig and Philhealth, Inc.
4. All bid prices for the duration of the contract shall be fixed and shall not be adjusted during contract implementation, except for the following:
  - a. Increase in minimum daily wage pursuant to law or new wage order issued after bidding date;
  - b. Increase in taxes;
  - c. If during the term of the contract the BANK sees the need for an increase or decrease in the number of security guards, the increase of which should not exceed the ABC for the contracted year, the corresponding increase/decrease in cost to be computed based on direct cost;
  - d. Absence by any or all of the thirty six (36) without replacement; and
  - e. Tardiness/under time by any or all of the thirty six (36) security guards.

## **X. COMPLIANCE WITH LABOR LAWS**

The AGENCY assumed full responsibility for compliance with all existing labor laws, rules, and regulations. The AGENCY undertakes to inform the security guards at the time of hiring as to wages and working conditions under which they are employed including, among others, the following:

1. The rate of pay per month, week, days or hours
2. Method of calculating of wages;
3. The form, time and place of payment of wages, and
4. Any change with respect to any of the preceding items.

Should the BANK be made liable for the AGENCY's failure to comply with any labor law, rules and regulations, the AGENCY hereby obligates itself to indemnify the BANK to the full extent of such liability, including attorney's fee.

## **XI. RELATIONSHIP**

It is expressly and clearly understood and agreed that the BANK is not the employer of the security guards. Nothing herein shall be construed as establishing the relationship of employer and employee between the BANK and the AGENCY and/or any of its personnel, and the AGENCY shall at all times be personally and directly responsible for the workmen under its employment.

## **XII. NUMBER OF SECURITY PERSONNEL**

1. The AGENCY shall submit a list of the thirty six (36) security guards to be assigned in the Bank. They should be physically and mentally fit, of good moral character, honest, reliable, and competent and of cooperative disposition. The Bank, however, reserves the right to demand the immediate replacement of any worker assigned by the AGENCY to the job whose services will be prejudicial to the interests of the Bank.
2. A separate of at least twelve (12) security guards to be made available as replacement for the regular security guards shall likewise be submitted to the Bank for approval.

## **XIII. CONFIDENTIALITY**

The AGENCY should recognize the confidential and proprietary nature of all information relating to the business and operations of the BANK. For this reason, the AGENCY should warrant to preserve and keep the utmost confidentiality and secrecy of all data and information learned by it or by its employee(s) in the course of this agreement. The AGENCY further warrants that all employee(s) assigned or deployed to do and perform work for the BANK's requirement are properly oriented, appraised and well-informed of this warranty and shall so uphold the confidentiality thereof.

## **XIV. OTHER MATTERS**

1. Security guards and other personnel of the AGENCY covered by this Contract shall be subject to the security requirements and regulations of the Bank.

2. The AGENCY or its representative must conduct, at least weekly, an inspection/evaluation of the performance of the janitors and must submit a report thereof.
3. Security guards must wear working uniforms while on duty.
4. Contract will start upon receipt by the winning bidder of the Notice to proceed.

#### FIREARMS AND OTHER SECURITY PARAPHERNALIA REQUIREMENTS

<b>TABLE 1. Firearms, Ammunitions and Magazines</b>							
<b>Branches</b>	<b>Firearms</b>			<b>Ammunition</b>			<b>Extra Magazine</b>
	12 GA shot gun	0.9mm	Armalite	12 GA shot gun	0.9mm	Armalite	0.9mm
Cagayan de Oro	1	2	0	1	30	-	1
Cotabato	1	2	0	1	30	-	1
Davao	1	2	0	1	30	-	1
General Santos	1	2	0	1	30	-	1
Iligan	1	2	0	1	30	-	-
Jolo	1	0	1	1	-	30	1
Makati`	1	2	0	1	30	-	-
Marawi	1	0	1	1	-	30	1
Zamboanga	1	2	0	1	30	-	1
<b>TOTAL</b>	<b>9</b>	<b>14</b>	<b>2</b>	<b>108</b>	<b>210</b>	<b>60</b>	<b>7</b>

<b>TABLE 2. Other Security Equipment</b>			
<b>Branches</b>	Radios with Earphone, Charger and Extra Battery	Metal Detector	Bullt Proof Vest Level III-A
Cagayan de Oro	2	1	2
Cotabato	2	1	2
Davao	2	1	2
General Santos	2	1	2
Iligan	2	1	2
Jolo	2	1	2
Makati`	2	1	2
Marawi	2	1	2
Zamboanga	2	1	2
<b>TOTAL</b>	<b>18</b>	<b>9</b>	<b>18</b>

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