



Republic of the Philippines
Department of Agriculture
PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY
Purok 1A, Pigdaulan, Butuan City
Email: robotuan@philfida.da.gov.ph, Website: www.philfida.da.gov.ph

Annex A

TERMS OF REFERENCE





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TERMS OF REFERENCE FOR THE PROCUREMENT OF SECURITY SERVICES OF THE PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY REGIONAL OFFICE XIII

I. INTRODUCTION

The Philippine Fiber Industry Development Authority (PhilFIDA) Regional Office XIII is inviting interested parties to bid for the provision of security services from reputable security agencies on a 12-hour daily basis, including weekends and holidays.

II. OBJECTIVES

PhilFIDA RO XIII aims to create a secure work environment conducive to efficient program delivery. Security services are needed to protect personnel, facilities, and property from burglary, theft, vandalism, and other unlawful acts, particularly given increasing security concerns in Butuan City. This Terms of Reference (TOR) outlines the requirements for contracting two (2) security personnel for 12-hour daily coverage, seven (7) days a week.

III. SCOPE AND COVERAGE

The contracted security personnel cover the PhilFIDA RO XIII office and its grounds in Purok 1A, Pigdaulan, Butuan City, Agusan del Norte. Two (2) security personnel will provide access control, perimeter security, security monitoring, incident response, and report writing. Services exclude investigative work and emergency medical response beyond first aid.

IV. DURATION

The contract duration is good for twelve (12) months and renewable every year but not exceed three (3) years and subject to performance evaluation.

V. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract is **EIGHT HUNDRED NINETEEN THOUSAND SIX HUNDRED TWENTY-EIGHT PESOS AND FIFTY-SIX CENTAVOS ONLY (Php 819,628.56)**, inclusive all applicable government taxes and charges. The approved ABC is for the first year only which consist of two (2) security personnel for the PhilFIDA RO XIII office with a monthly rate of **Php 33,060.32** for the **1st Tranche** and **Php 34,696.63** for the **2nd Tranche per security personnel**.



All bid prices for a duration of (3) years shall be fixed and shall not be adjusted during the contract implementation, except for the following:

1. Increase in regional daily wage rate pursuant to law or new wage order issued by the National Wages and Productivity Commission (NWPC) after the date of bidding;
2. Increase in taxes; and
3. If during the term of the contract of procuring entity sees the need for an increase or decrease in number of security personnel, the resulting cost of said increase and decrease, provided that the ABC for the relevant year is not exceeded.

VI. QUALIFICATION REQUIREMENTS

Qualification of the Service Provider

The Security Agency must be duly licensed, registered, and with proper operating permits and other statutory requirements. For this purpose, the contracted security agency shall submit proof of the following:

1. Engagement in the business for at least five (5) years;
2. Client satisfactory certificates from at least (3) clients for the past five (5) years;
3. A successfully completed project/contract with a value of at least equal to ABC;
4. Licensed to operate issued by proper government institution/s;
5. Duly certified proof of paid remittances for Pag-IBIG, SSS, Philhealth.

Qualification of the Security Personnel

Deployment of two (2) qualified, highly trained and armed Security Personnel with the following minimum qualifications:

1. At least two (2) years of experience in security services;
2. At least High School Graduate;
3. Must be computer literate and capable of operating CCTV monitoring system;
4. Must be physically and mentally fit;
5. Must have no derogatory record;



6. Must have undergone training in handling firearms with appropriate certificate and/or licenses;
7. Must submit, within fifteen (15) working days upon effectivity of contract, clearances from the Barangay, Police, and NBI.

VII. EVALUATION OF FINANCIAL AND TECHNICAL PROPOSAL

The financial proposal shall contain a breakdown of all costs necessary for the execution of the contract.

The technical proposal of the contractor shall be evaluated using the parameters prescribed in this Terms of Reference.

VIII. DUTIES AND RESPONSIBILITIES

The scope of services or requirements shall include, but not limited to the following:

The Service Provider Shall:

1. Provide consistent and quality service through qualified, experienced, uniformed, and properly trained security personnel who shall conduct security services in the above mentioned office;
2. Shall maintain efficient and effective discipline over all security personnel and required them to report promptly in clean and complete uniform.
3. Provide all necessary equipment for security personnel to perform their duties effectively and safely. This includes, but is not limited to, communication devices, security tools, and any other equipment specified in the contract.

The Security Personnel Shall:

1. Monitor and control entry and exit to the PhilFIDA office building and grounds during all operating hours and after-hours;
2. Verify identification of all personnel and visitors entering the premises;
3. Observe rigid inspection of personnel belongings of clients or visitors;
4. Maintain accurate visitor logs and access records;
5. Conduct regular patrols of the office building and grounds, including the TCDL;



6. Inspect doors, windows, gates, and fences for signs of tampering or breaches;
7. Report any security vulnerabilities or suspicious activities to the appropriate authorities (PhilFIDA management and/or local law enforcement);
8. Maintain vigilance over the office building and surrounding areas;
9. Guarantee that all the employees and clients are safe from harm which may arise internal/external chaos and public disorder;
10. Check, entertain, and assists clients or visitors entering the office premises;
11. Strictly record all the incoming and outgoing persons, vehicles and movements of PhilFIDA properties, among others;
12. Monitor/Record the employee's time in and out;
13. Monitor security systems and equipment, including CCTV cameras;
14. Respond promptly to any security alerts;
15. Respond immediately and appropriately to any security incidents or emergencies, including theft, vandalism, fire, or medical emergencies;
16. Maintain detailed and accurate logs of all security-related activities, incidents, and visitor logs.
17. Cooperate fully with PhilFIDA staff and management, following all instructions and guidelines.

General Responsibility:

1. Dress professionally and neatly;
2. Adhere to all company policies and procedures, including those concerning security;
3. Uphold a high standard of professionalism and ethical conduct;
4. Demonstrate strong interpersonal and communication skills;
5. Be physically fit and capable of performing the required duties.





IX. SUPPLIES, MATERIALS, AND EQUIPMENT

- A. The security agency shall provide the following:
 - 1. Prescribed uniform for each security personnel shall include:
 - a) Night stick/baton
 - b) Whistle
 - c) Flashlight (heavy duty)
 - d) First aid kit
 - e) Handcuffs
 - 2. Metal detector
 - 3. Licensed communication radio
 - 4. Service firearm
 - a) Must be in good condition
 - b) Covered with licensed by PNP
 - c) With complete load ammunition
 - d) No "paltik revolvers" should be issued to the security personnel
 - e) With duty detail order
 - 5. Security/reflector vest
- B. Other materials/equipment to be provided by the security agency shall be subjected for approval of the PhilFIDA.
- C. Loss, maintenance, repair, and replacement of tools/equipment necessary and incidental to the performance of obligations stated in this document shall be for the account of the Security Agency.
- D. Delivery of the required materials, tools, and equipment shall be at the PhilFIDA on the first day of posting of security personnel, to be inspected by the Agency's representative/s.

X. DEPLOYMENT OF SECURITY PERSONNEL

The security agency shall assign two (2) security personnel to the PhilFIDA Regional Office XIII, Purok 1A, Pigdaulan, Butuan City, Agusan del Norte who will render 12 hours security services from 7:00 PM to 7:00 AM daily, including weekends and holidays.

The security personnel shall report to their assigned post in prescribed complete uniform. It is understood that before the security personnel is posted for duty, prior



clearance and approval of PhilFIDA is required. No Security personnel should vacate his/her post without a reliever.

XI. TERMS AND CONDITIONS

The contractor shall have the necessary experience and expertise in providing security services to the PhilFIDA. The contractor shall solely undertake the services and shall not subcontract the said services. PhilFIDA has the right to terminate its contract with the security agency in any of the following instances:

- a. Violation of any of the provisions of any laws in relation to security services;
- b. Failure by the contracted agency to maintain satisfactory level of performance during the term of the contract.

A persistently high rate of delinquency of security personnel in the contracted security services/agency with respect to the rules and regulations issued by PhilFIDA shall indicate incompetence and shall be a ground for renovation/cancellation of the contract. The following shall constitute acts of incompetence such as, but not limited to:

- 1. Those related to compliance in the wearing of uniforms;
- 2. All acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;
- 3. Use of inappropriate uniform;
- 4. Use of profane language;
- 5. Discourtesy and conduct unbecoming resulting in conflict with the government employees/agency or guests in the agency assigned;
- 6. Using/taking prohibited drugs and alcoholic beverages while on duty.

XII. MANPOWER REQUIREMENT

Manpower Complement

- 1. Qualification
 - a. Good moral character and reputation, courteous, alert and without any criminal or police record.
 - b. Physically and mentally fit.





- c. Able to understand and speak both Filipino and English.
2. Documentary requirement
 - a. NBI Clearance
 - b. Police Clearance
 - c. Training Certificates
 - d. Medical/health certificate with drug test result

Technical Parameters

1. Stability
 - a. Year of experience (at least 5 years).
 - b. Liquidity of the contractor (Net Financial Contracting Capacity at least equal to the ABC).
2. Resources
 - a. Number of employed personnel (at least with 50 personnel).
 - b. Number of security personnel and supervisors (at least one (1) supervisor and thirty (30) security personnel).
3. Other Factors
 - a. Recruitment and Selection Criteria (Drug test with proof of certificate from the government accredited granting office).
 - b. Completeness of uniforms.

XIII. OTHER MATTERS

- A. **Furnishing of Bond** - The Contractor shall furnish the PhilFIDA with a valid and enough Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A. No. 9184) and its 2016 Implementing Rules and Regulations (IRR).
- B. **Wage and Mandated Benefit Increase** - Should there be any wage or mandated benefit (i.e., SSS, PAGIBIG and PHILHEALTH) increase in favor of the assigned security personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Security Agency must inform the PhilFIDA in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.





- C. **Billing and Submission of Documents** - The Security Agency shall furnish PhilFIDA a billing, together with copies of payroll, remittances with official receipt of SSS, PAG-IBIG, PHILHEALTH and other state insurance fund contributions for all security personnel assigned, every 15th day of the month. Should the Security Agency fail to comply, PhilFIDA shall withhold the payment for the current month until the latter shall have complied with subject requirement.
- D. **Employer-Employee Relationship** - The PhilFIDA shall not be responsible for any claims for general injury, including death sustained by the security personnel or any third person arising out of or in the course of the performance of the functions of the security guards pursuant to this contract. It is expressly understood that no employee-employer relationship exists between the parties or of their employees, representatives and agents.
- E. **Liability for Losses and Damages** - The Security Agency shall be responsible for any loss or damage that may be incurred by its security personnel. The PhilFIDA may suspend or withhold whatever contract payments may be due the Security Agency should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Security Agency, or go after the Performance Bond set forth in this Contract. Likewise, the PhilFIDA has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.
- F. **Compliance with the PhilFIDA Rules and Regulations** - Maintain effective discipline and full control and supervision over the security personnel assigned under this Contract, as well as the manner of performance of their duties. However, The Security Agency binds itself to cause the implementation and enforcement of all rules, regulations or directives that PhilFIDA may issue concerning the conduct of said security personnel.
- G. **Mandatory Refresher Training for Contract Renewal** - To maintain the high standard of security services, all security personnel must complete a mandatory refresher training program as pre-requisite upon contract renewal. This training will include firing and other applicable trainings. Failure to complete this training will result in non-renewal of the individual's contract. The Service Provider is responsible for ensuring all personnel assigned to PhilFIDA complete this training.
- H. **Extension Clause** - Extension of Contract is subject to the provisions of R.A. No. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.



- I. **Screening and Choosing of Applicants** – The PhilFIDA has the right to screen applicants and choose the personnel to be assigned.
- J. **Budgetary Cost per Month** – The Security Services budgetary cost per month for the two (2) security personnel is **Php 66,120.64** for the **1st Tranche** and **Php 69,393.26** for the **2nd Tranche**.

XIV. TERMS OF PAYMENT

Payment shall be made on a monthly basis for twelve (12) months subject to submissions of billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the actual services received by PhilFIDA, hence may be computed by a fraction of a month. The Service Provider shall also submit proof of payslip issuance to all security personnel for each billing period as part of the required supporting documentation.

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