

PROVISION OF SECURITY SERVICES FOR C.Y. 2024
TERMS OF REFERENCE FROM THE PROVISION OF SECURITY SERVICES

Outlining herewith the Terms and Conditions of the prospective contract but not limited to the following:

- **REQUIREMENT FOR SECURITY AGENCY** – The Security Agency must have the following requirements:
 - current and valid License to Operate issued by Supervisory Office for Security and Investigation Agencies (SOSIA) - Philippine National Police (PNP);
 - Mayor's/Business Permit of the current year;
 - certificate of compliance from the Department of Labor and Employment (DOLE) in accordance with DOLE Department Order No. 174 series of 2017 (D.O. No. 174-17);
 - BIR Registration;
 - registered member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO);
 - duly registered with the Security and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA);
 - PhilGEPS registered with Platinum Membership;
 - Must provide proof of payment of remittances in a form of Certification issued by SSS, PhilHealth and Pag-IBIG for at least six (6) months; and
 - Should have at least five (5) years of experience in providing security services to a government agency or private corporation.

- **GUARDING SYSTEM** – The Security Agency shall adopt a daily 12-hour guarding system in the premises of the COOPERATIVE DEVELOPMENT AUTHORITY Region XIII Extension Office, situated at 3rd Floor Balibrea Building, Pili Drive, Butuan City from Monday to Sunday including holidays using variable shifts of guards. There will be one (1) guard (**1 male guard**) assigned at CDA Region XIII Extension Office in which will post on a 12 Hour Duty from 6:00 a.m. to 6:00 p.m.

- **UNIFORM AND EQUIPMENT** –The Security Agency shall all times provide the guards assigned to the CDA CARAGA Extension Office with neat, complete and identical uniform and with serviceable firearms, ammunitions, night stick, first aid kit and such other paraphernalia and security aids as may be necessary and called for under the existing rules and regulations.

- **GUARD APPEARANCE AND CONDUCT** – The Security Agency shall ensure each guard is neat, clean, well shaven and with proper haircut and shall conduct himself in a military manner, avoiding fraternization with anyone and shall adopt at all times the Standards General Orders for interior guard only.

- **QUALIFICATIONS OF GUARDS** – The Security Agency hereby agrees that all security guards and / or personnel to be assigned to the premises of the CDA CARAGA Extension Office must be duly licensed as a security guard and must have complied with all the requirements and regulations prescribed by laws (R.A. 5487) and decrees as well as executive orders relative to security guards and agencies as well as the rules and regulations prescribed by the CHIEF OF THE PNP and local ordinances if any.
- **SECURITY SURVEY** – In addition to the duties and responsibilities of safeguarding and protecting the CDA CARAGA Extension Office properties and personnel working thereat, the Security Agency shall conduct an advance security survey of the CDA CARAGA Extension Office premises **and** shall periodically make similar surveys in the future without any additional service charge or fees and recommend to the CDA CARAGA Extension Office measures that would be necessary to safeguarding the CDA CARAGA Extension Office premises, personnel and properties.
- **APPROVED BUDGETARY REQUIREMENT** – The term of this service shall be effective for the calendar year 2024 starting January 15, 2024 until December 31, 2024 with a total Approved Budget for the Contract (ABC) amounting to **Three Hundred Thousand Pesos (Php 300,000.00) or equivalent to budgetary cost per month of Twenty-Five Thousand Pesos (Php 25,000.00) inclusive of basic salary, VAT, Agency Fees, all government mandatory premium contributions and other due for the assigned guard.** Any bid exceeding the stipulated amount shall be declared as disqualified and non-responsive.
- **GUIDELINES AND POLICIES**- The CDA CARAGA Extension Office shall furnish the Security Agency from time to time copies of guidelines and general policies in addition to the security needs and responsible for the faithful performance and implementation of said guidelines, policies, rules and regulations, including the manner, details or methods of implementing the same.
- **RESPONSIBILITY**- The Security Agency shall assume full responsibilities and hereby agrees and binds itself to indemnify the CDA CARAGA Extension Office for any loss, damage, destruction and injury that may be incurred by the guard, intentional or unintentional, on duty occurring within the premises attributable to the negligence, fault, laxity, unlawful act or misconduct of the Security Agency or its security guards or resulting in theft, pilferage, robbery, arson, unlawful and illegal acts of third persons, unless the loss or damage is clearly established to be due to the FORCE MAJEURE or acts of God, Provided further, that such loses, damage or injuries shall be reported in writing to the Security Agency or its guard immediately or within two (2) days from the date of discovery to enable the Security Agency to investigate the matter. The Security Agency is not precluded from pursuing any legal action against the culprits if it so desires. To ensure faithful performance by the Security Agency of its obligation under this agreement, the Security Agency binds itself upon the execution of this contract to post with the CDA CARAGA Extension Office, sufficient surety bonds from a bonding company acceptable to the CDA CARAGA Extension Office in the amount of **TEN**

THOUSAND PESOS ONLY (P 10,000.00) per security guard is posted or assigned in the premises, to answer for the losses, injuries and damages which is reasonably due to the attributable to the faults, or negligence of duty of its security guards. The CDA CARAGA Extension Office may claim and collect against any or all the collective amounts of the Security Bonds posted for all the Security Agency guards and should these be insufficient reparations, the Security Agency hereby agrees to assume and pay for the deficiencies or balance of the liabilities.

- **WARRANTY-** The Security Agency warrants to comply with its obligations as employer and hereby agrees to hold the CDA CARAGA Extension Office free from harm for any liability, cause or causes of action, claim or claims which may be filed by the Security Agency's Security personnel who may be assigned to the CDA CARAGA Extension Office premises by reason of their employment with the Security Agency under this agreement or under the provisions of the labor Code, Medicare laws, SSS law, Internal Revenue Code and such other applicable laws, rules, regulations, Presidential Decrees and Executive Orders that are now in effect and which may be promulgated in the future.

Neither the Security Agency nor its guard or other personnel shall be deemed the agents, representatives, employees or servants of the CDA CARAGA Extension Office and the Security Agency hereby assumes full and sole responsibility for the payment of compensation, wages, salaries, overtime pays and such other benefits for injuries, ailments or death which may be suffered or sustained by its guard or personnel, in the course of their employment or performance of their security services to the CDA CARAGA Extension Office, pursuant to this Agreement.

- **PERIODIC INSPECTIONS** - The Security Agency shall, at its own time and expense, make periodic and appropriate inspection of the guards assigned in the CDA CARAGA Extension Office premises and shall exercise discipline, control, supervision and administration over the security guards/ personnel assigned to the CDA CARAGA Extension Office premises, in accordance with the rules and regulations of the CDA CARAGA Extension Office Law. The Agency or its officers and representatives shall have the right to inspect the guards of the Security Agency to determine the quality and acceptability of the services rendered by the Security Agency personnel within its premises.
- **RIGHT TO REPLACE AS DEMANDED BY CDA** – It is expressly understood and agreed that the CDA CARAGA Extension Office may, at any time, request for the immediate replacement of any security guards/personnel of the Security Agency assigned in the CDA CARAGA Extension Office premises for any reason whatsoever.
- **DURATION OF CONTRACT** – This Agreement shall remain in full force and effect for a period of **1 year**.

- **WAIVER OF PREFERENCE** – It is understood and expressly agreed by the parties hereto that the obligation created under this agreement shall not enjoy any priority, preference or special privilege whatsoever over any indebtedness or obligation of the CDA CARAGA Extension Office accordingly. The Security Agency hereby waives and renounces absolutely and unconditional whatever priorities or preferences he may have under Article 2244, Paragraph 14 of the Civil Code of the Philippines.

Furthermore, the following offenses or violations of rules committed by the **SECURITY AGENCY** or its security guards, without prejudice to any criminal case or penalties that may be imposed by Philippine National Police-Firearms Explosives Security Agencies and Guards Supervision (PNP-FESAGS), shall be subject to penalty charges deductible from the monthly billings of the **SECURITY AGENCY**.

VIOLATIONS OF SECURITY AGENCY	PENALTY
a) Agency has issued ammunition short of the requirement or defective “dud” bullets.	Deduction from the billing of P20.00 per bullet per day.
b) Agency has not issued any magazine or holders for extra ammunition.	Deduction from the billing of P50.00 per incident per day.
c) Agency has not issued two (2) units radio equipment or short of the number or items issued is unserviceable.	Deduction from the billing of P200.00 per lacking, unserviceable, defective or unusable equipment (per equipment per day).
d) Agency has not issued the required equipment’s, flashlights & nightsticks for every guard on duty, firearms deposit box or has issued one but unserviceable and/or defective/unusable.	Deduction from the billing of P200.00 per lacking, unserviceable, defective or unusable equipment (per equipment per day).
e) Posted security guard without his current Private Security License and firearm license.	Deduction from the billing of P300.00 per incident and removal of the guard from the Procuring Entity upon Agency’s receipt of the Procuring Entity’s written notice.
f) Head Superior and/or Shift Supervisor tolerating the violation of Procuring Entity’s rules and regulations by the guard or not reporting such violation to the Procuring Entity.	Deduction from the billing of P200.00 per incident and removal of the Head Supervisor and/or Shift Supervisor from Procuring Entity upon Agency receipt of the Procuring Entity’s written notice.
g) Shift duty in excess of eight (8) hours without permission from the Procuring Entity.	Deduction from the billing of P200.00 per incident for first offense and for the second offense removal of the guard

VIOLATIONS OF SECURITY AGENCY	PENALTY
<p>h) Head Supervisor and/or Shift Supervisor not conducting guard mounting (once a week – every Monday) for the incoming guards.</p>	<p>from the Procuring Entity upon receipt of the Procuring Entity’s written notice.</p> <p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the Head Supervisor and/or Shift Supervisor from Procuring Entity upon receipt of the Procuring Entity’s written notice.</p>

OFFENSES OF SECURITY GUARDS	PENALTY
<p>a) Abandonment of post</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Agency’s receipt of the Procuring Entity’s written notice.</p>
<p>b) Posted security guard found drunk; drinking alcoholic beverages or under the influence of intoxicating liquor or found in possession of or under the influence of alcohol or taking prohibited drugs.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Agency’s receipt of the Procuring Entity’s written notice.</p>
<p>c) Providing confidential information to unauthorized persons. Violation of Data Privacy Act of 2012.</p>	<p>Deduction from the billing of P10,000.00 per incident and removal of the guard from Procuring Entity upon Agency’s receipt of the Procuring Entity’s written notice.</p>
<p>d) Security guard firing his firearm indiscriminately not in connection with the performance of his duty.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Agency’s receipt of the Procuring Entity’s written notice.</p>
<p>e) Posted security guards found allowing others to hold or tinker with his firearm.</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Agency’s receipt of the Procuring Entity’s written notice.</p>
<p>f) Security guard apprehended for scandal, disorderly conduct or being</p>	<p>Deduction from the billing of P300.00 per incident and removal of the guard</p>

OFFENSES OF SECURITY GUARDS	PENALTY
incorrigible or defiant within the premises or installations of the Procuring Entity.	from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.
g) Security guard engaging in mulcting or extortion activities.	Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.
h) Security guard displaying discourtesy or rude manner while in the performance of duty or not rendering appropriate respect and courtesy to any person.	Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.
i) Security guard found sleeping while on duty.	Deduction from the billing of P300.00 per incident and removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.
J) Security guard smoking while on duty inside the CDA CARAGA Extension Office building.	Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.
k) Security guard reading newspaper, comics and other reading materials while on duty (except memoranda).	Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.
l) Security guard leaving post while on duty.	Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.
m) Security guard reporting late for duty or formation, or absent without due notice.	Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard

OFFENSES OF SECURITY GUARDS	PENALTY
<p>n) Security guard engaged in prolonged or unnecessary phone/cell phone or actual conversation with visitors/employees while on duty.</p>	<p>from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.</p> <p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.</p>
<p>o) Security guard with non-regulation haircut, wearing beard/moustache or in improper uniform, non-wearing of or unshined buckle, badges or shoes.</p>	<p>Deduction from the billing of P200.00 per incident for the first offense and for the second offense, P300.00 per incident for the third offense removal of the guard from Procuring Entity upon Agency's receipt of the Procuring Entity's written notice.</p>

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder Signature Over Printed Name of Representative

Date