

## **TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES**

### **I. OBJECTIVE**

The Department of Public Works and Highways – Cebu 3<sup>rd</sup> DEO considers that a secured and safe work environment will contribute to a more productive workforce that will result to an efficient and effective delivery of programs and services. It has several facilities and properties that must be secured from burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies and other unlawful acts.

The Department is obliged to have Security Services to safeguard the areas and facilities that are off limits to the public. Thus, DPWH requires the service of a Service Provider that will secure its personnel and facilities with an even more increasing existing security problem in the office premises.

### **II. APPROVED BUDGETARY REQUIREMENT**

The term of this contract shall be effective for the calendar year 2024 upon the award of the contract to the winning bidder, with a total **Approved Budget for the Contract (ABC)** amounting to **Two Million Two Hundred Forty Three Thousand Seven Hundred Sixty Two Pesos and 15/100 only (Php2,243,762.15).**

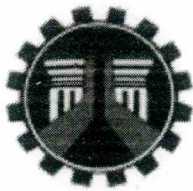
### **III. PLACE OF ASSIGNMENT**

- A. Four (4) to Six (6) security personnel shall be assigned to the Department of Public Works and Highways – Cebu 3<sup>rd</sup> District Engineering Office.

### **IV. QUALIFICATION OF THE SERVICE PROVIDER**

The qualifications of the Service Provider are:

- A. Should have least five (5) years of experience in providing security services to a private company or government agency;
- B. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;
- C. Must be a duly licensed and registered Service Contractor with the Department of Labor and Employment;
- D. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
- E. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PhilHealth). Must present proof of payment of employees latest remittances;
- F. Must be duly registered with the Bureau of Internal Revenue;
- G. Must present at least one (1) Client/Customer Feedback Form, with at least Very Satisfactory Rating, from one (1) government agency, with whom the Contractor has ongoing contract or at least within the past two (2) years, upon submissions of requirements.
- H. Must have main office or branch located within Cebu Province;



## **V. WORK SCHEDULE**

The Security Agency must provide security personnel, one (1) will be designated as the Head Guard in DPWH CEBU 3RD DEO, who shall observe the following schedules:

**A. Weekdays:**

- Two (2) Guards – 7:00am to 3:00pm
- Two (2) Guards – 3:00pm to 11:00pm
- Two (2) Guards – 11:00am to 7:00pm

**B. Weekends:**

- Two (2) Guards – 7:00am to 3:00pm
- Two (2) Guards – 3:00pm to 11:00pm
- Two (2) Guards – 11:00am to 7:00pm

The Contractor shall make available, at its own expense, such number of relievers as may be necessary, who are ready to take over the duty schedules of those regularly assigned guards who either report late or are absent for the day at DPWH – Cebu 3<sup>rd</sup> DEO Administrative Section.

At no instance shall a guard be permitted to render service beyond a period of eight (8) hours continuously and not more than six (6) consecutive days. A violation of this condition shall be considered enough ground to terminate the contract. The Security Agency is required to submit a detailed security plan effecting proper work schedule.

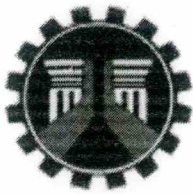
## **VI. QUALIFICATION OF SECURITY PERSONNEL**

Deployment of qualified, uniformed, highly trained and armed Security Personnel with the following minimum qualifications:

- A. With at least (2) years of experience in Security Services;
- B. Valid license issued by the Philippine National Police (PNP) /Supervisory Office on Security and Investigation Agencies (SOSIA) and PADPAO;
- C. For security guards, must have completed at least one (1) year in college;
- D. For Head Guard/Security Officer, must completed at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP), with rank of sergeant;
- E. Must be computer literate and capable of operating CCTV monitoring system;
- F. Physically and mentally fit;
- G. Must have passed the neuropsychiatric examination and drug tests conducted by any Philippine National Police (PNP)/ National Bureau of Investigation (NBI). Expenses for said tests are chargeable to the Service Provider;
- H. Must have no derogatory record;
- I. Must have undergone training in handling firearms with appropriate certificate and/or license;
- J. Has undergone basic in-service training from accredited schools for security guards and supervisory training for security officer; and
- K. Must submit, within fifteen (15) working days upon effectively of contract, clearances from the NBI, Police, Barangay and Court.

In addition to the above requirements, the Contract is required to submit profile of Head Guard and security guards, which must be attested by its authorized signatory.





## **VII. SCOPE OF SERVICES**

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

### **A. Protection of life and Property**

1. Observance of rigid inspection of personal belongings of clients/ visitors at all entrances.
2. Watch, safeguard and protect the DPWH properties from theft, arson, destruction and damages.
3. Ensure the safety of DPWH officials, personnel and visitors from harassment, threat, or intimidation within the premises of the DPWH.
4. Implementation of issuance of "visitor identification badge/card" for visitors and non-employee affiliates of DPWH.

### **B. Maintenance of Peace Order**

1. Guarantee that all DPWH employees and clients are safe from harm which may arise from internal/external chaos and public disorder.
2. Guard against incidence of theft and other misdemeanors which may constitute breach and order inside DPWH premises.

### **C. Strict Observance of DPWH Policies, Rules and Regulations and Security**

1. Strictly observe, enforce and adhere to the DPWH rules and regulations as it applies to the security and well-being of the Agency, its employees and clients.

### **D. Other Duties and Functions**

1. Protect entire work area occupied by the DPWH its employees and clients against unauthorized intrusion, internal or external commotion.
2. Check, entertain and assist clients or visitors entering DPWH premises.
3. Strictly maintains official logbook or record of all incoming and outgoing persons, vehicles, movements, of DPWH properties, among others.
4. Records DPWH employees' time in and out on provided gate pass.
5. After office hours, conduct routine patrol or inspection of the building and report unusual activities or threat to security to the Head Guard.
6. Record all employees rendering overtime services and all other office personnel who are still in the DPWH premises after office hours.
7. Ensure that all doors and windows of DPWH building are secured and all electrical connections and lights are turned off. Before the start of the office hours, inspect all areas for any sign of forced entry.
8. Assist in the implementation of DPWH rules and regulations such as wearing of prescribed office uniforms, identification cards, among others.
9. Assist DPWH employees and vehicles in crossing the streets, specifically, highway area.

## **VIII. SUPPLIES, MATERIALS AND EQUIPMENT**

### **A. The Security Agency shall provide the following:**

1. Prescribed basic uniform for each security personnel shall include:
  - a. Night stick or baton
  - b. Whistle

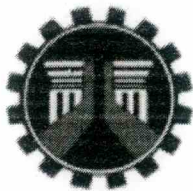


- c. Flashlight (Heavy Duty)
- d. First Aid Kit
- e. Handcuffs
- 2. Teargas
- 3. Metal detectors, one (1) unit
- 4. Licensed communication radio
- 5. Service firearms, two (2) units
  - Firearms must be in good condition
  - Covered with licensed by PNP
  - With complete load of ammunition
  - With duty detail order
- 6. Security / Reflector vest
- 7. Weatherproofed crossing guard STOP & GO sign, two (2) pieces (DPWH)
- 9. Rainboots and raincoats
- 8. Official cellular phone with load 1 unit to be provided by the Security Service Agency
- B. Other materials/equipment to be provided by the Security Agency shall be subject for approval of the DPWH Head of Agency
- 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 required materials, tools and equipment shall be at the DPWH, on the first day of security personnel, to be inspected by the Agency's representative/s.

## IX. OTHER MATTERS

- A. Wage and Mandated Benefit Increase** – Should there be any wage or mandated benefit 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 DPWH in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.
- B. Billing and Submission of Documents** – The Security Agency shall furnish DPWH a billing, every 15<sup>th</sup> day of the month. Should the Security Agency fail to comply, DPWH shall withhold the payment for the current month until the latter shall have complied with subject requirement.
- C. Employer-Employee Relationship** – The DPWH 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.
- D. 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 DPWH 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





Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**CEBU 3<sup>RD</sup> DISTRICT ENGINEERING OFFICE**  
Ibo, Toledo City, Cebu, Region VII



shall have been duly paid, restituted or repaired by the Security Agency. Likewise, the DPWH has the option to demand payment for the replacement value of the loss properties, or its replacement by another at least substantially in the same condition as the former.

- E. Compliance with the DPWH 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 DPWH may issue concerning the conduct of said security personnel.
- F. Extension Clause** – Extension of contract is subject to provisions of R.A. No. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.
- G. Screening and Choosing of Applicants** – The DPWH has the right to screen applicants and choose the personnel to be assigned.

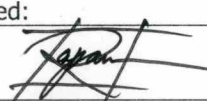
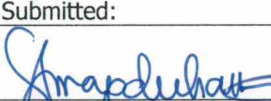
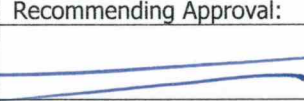
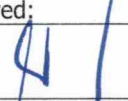
#### X. NOTES

A. Should there be any discrepancy with the technical requirement/s stipulated herein and the Team Sheet, requirement/s provided for in the latter shall govern.

B. Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by DPWH and the service provider.

#### XI. TERMS OF PAYMENT

Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the actual services received by the DPWH, hence, may be computed by a fraction of a month.

Prepared:	Submitted:	Recommending Approval:	Approved:
			
<b>RUBILYN R. TAPANAN</b>	<b>SEANREZ B. APDUHAN</b>	<b>REYNALDO V. NAVALES, DPA, ASEAN ENG</b>	<b>SUZETTE C. NWANAKA</b>
Admin. Officer II (GSO)	Chief, Administrative Section	Assistant District Engineer	District Engineer

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH ALL REQUIREMENTS STATED IN THE TERMS OF REFERENCE.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Designation/Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_