

ANNEX “B”

SECTION VII

TERMS OF REFERENCE

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I. SCOPE OF WORKS

The services to be performed by the Security Agency shall essentially consist of furnishing licensed and uniformed security guards with communication equipment, firearms and ammunitions, standard protective gear as may be required. Services shall also include the provision of security investigative and supervisory personnel.

II. AGENCY QUALIFICATION & MANPOWER REQUIREMENTS

1. The contracted security service should have the necessary experience and expertise in providing security services. For this purpose, the contracted security service shall submit proof of the following:
 - a. Engagement in the business for at least five (5) years;
 - b. Client satisfactory certificates from at least three (3) clients for the past three (3) years;
 - c. A successfully completed project/contract with a value of (a) at least two similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the Approved Budget for the Contract (ABC); and (b) the largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC;
 - d. License to Operate Private Security Agencies (PS As), Company Guard Units (CGUs) or Government Guard Units (GGUs) from the Philippine National Police (PNP);
 - e. Licenses and Certificates of Individual Security Guards:
 - Valid Security Guard License issued by the PNP
 - NBI Clearance
 - PNP Clearance
 - Medical Certificate with drug-test result in any government accredited hospital/clinic
 - Neuro-psychiatric test conducted in any government accredited hospital/clinic
2. The Security Agency shall assign and provide Southern Leyte State University with *experienced*, qualified, acceptable, licensed, bonded, armed and trained guards who possess the following minimum qualifications:
 - a. Must be physically and mentally fit;
 - b. **Must be at least second year college;**
 - c. Must be at least 21 years old;
 - d. Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs to include, among others, first-aid administration, fire-fighting techniques, and for security guards with more than one year experience;
 - e. Must be of good moral character and posses no derogatory records from the Philippine Law Enforcement Agencies;
 - f. Not addicted or dependent on prohibited drugs or intoxicating liquor;
 - g. Knows how to deal pleasantly and courteously with personnel, clients and the general public, supported with a Certification from the Security Agency;
 - h. At least two (2) per shift, must posses driver's license and capable of driving in case the university needs a security personnel who is at the same time a driver to

drive for and secure its officials or employees who render overtime services at nighttime;

- i. Security supervisors/guards shall pass the written and oral examination and standards set by the client or its representative before posting;
- j. The security agency warrants that security supervisors/guards shall undergo the orientation process upon passing the written and oral examination at least 3 days before the transition date.

III. DUTIES AND RESPONSIBILITIES OF SECURITY AGENCY

1. To guard and protect the premises, buildings, vehicles, materials, supplies and other properties of Southern Leyte State University (SLSU) including the safeguarding of the employees and students within the guarded premises and such other offices, installations, facilities and/or projects of the SLSU Main Campus as may be determined from time to time;
2. To provide SLSU with qualified, bonded, uniformed, properly groomed and armed security guards to man the above-mentioned address and to provide ten (10) guards: 2 female guards and 7 male guards ;
3. The Security Agency warrants that all guards that will be assigned to SLSU possess the qualifications prescribed in Republic Act 5487, as amended by Presidential Decree 11-A dated February 17, 1973, entitled 'An Act to Regulate the Organization and Operation of the Private Detective, Watchman, or Security Guard Agencies and the PNP Rules and Regulations Implementing R.A. 5487 as amended on April 2004. The Security Agency must submit certified true copies of said licenses, required clearances and certificates to SLSU Main Campus before deployment of guards;
4. SLSU reserves the right to approve, on basis of personnel files furnished by the Security Agency, the selection of the security force assigned to SLSU before they are actually posted. For this purpose, the Security Agency agrees to submit to SLSU for its review the bio-data of its candidates at least 15 days before the transition date;
5. Security supervisors/guards shall pass the written and oral examination and standards set by the client or its representative before posting;
6. The security agency warrants that security supervisors/guards shall undergo the orientation process upon passing the written and oral examination at least 3 days before posting;
7. To equip each detailed guard with firearms, equipment and other paraphernalia when actually on post as prescribed by pertinent laws and regulations including transport facilities of at least one motorcycle;
8. The Security Agency warrants that each guard shall be familiar with the use and care of weapons/equipment entrusted to them, and shall undergo periodic training to improve proficiency in the use of the same;

9. The Security Agency warrants that each guard shall undergo refresher course in a quarterly basis in school security, firefighting, bomb and bomb threat awareness and response, disaster risk reduction management, public relation, mob control and proper use/safe gun handling;
10. To make a thorough inspection, and maintain record and adequate control of all incoming and outgoing persons, including vehicles, containers, bags, deliveries and properties entering and leaving SLSU offices and premises;
11. To prevent the entry of unauthorized persons in the area, and, if this cannot be done peacefully within the guards normal duty, to report the same to SLSU in whose legal course of action the guards shall assist without, however, arrogating police power unto themselves or the authority and functions of the police and other peace officers;
12. To submit a weekly report (Situation Report, Inspection Report, Event Security Plan) to SLSU to be delivered not later than the 3rd working day of the following week regarding the manner the Security Agency has rendered security protection to Southern Leyte State University. The Security Agency shall at all times maintain a Daily Logbook in all guard posts where daily events are entered which shall always be available for inspection by authorized personnel of SLSU;
13. To conduct immediate investigation on breach of security by any person within SLSU premises including but not limited to commission of crimes against persons or property and to make and submit a report thereof within the day of the occurrence of any untoward incident;
14. Security Agency shall submit an amended day to day operational activities, and contingency and emergency plans in case of institutional unrest, public disorder, or natural calamity;
15. To ensure that guards are assigned no longer than two (2) weeks at a time in a particular post;
16. To change or replace any or all guards within seventy-two (72) hours upon request by SLSU in writing due to unsatisfactory performance;
17. To discipline, supervise and control its security guards in accordance with R.A. 5487 as amended and to ensure that all guards shall follow the rules and regulations which SLSU may from time to time furnish in writing to Security Agency;
18. To be responsible for the payment of the salary of the guards in accordance with the PADPAO Rate excluding the retirement benefit and in conformity with Basic Minimum Wage Rates under WO No. RB VIII-187 –Setting the Minimum Wage in Region VIII Area, and to comply with the provisions of all pertinent laws such as but not limited to the Manual on Labor Standards 2004, Republic Act 5478, Republic Act 7742, etc.

IV. LIABILITIES OF THE SECURITY AGENCY

1. The Security Agency shall be responsible for any loss, theft, robbery, pilferage, damage or injury to life and/or property under its protection during the hours guarded by the guard or representative of Security Agency and that the same is due to the fault or negligence of the guards or when said act, omission, fault or negligence contributed to the cause of, and/or aggravated, the said damage; provided that whenever such loss, damage, or injury is found attributable to the fault or negligence of SLSU, its agents, or visitors or due to force majeure or fortuitous events, the Security Agency shall not be held liable;
2. The Security Agency shall assume full responsibility for any loss, damages, theft, robbery, trespass or injury to life and/or property within the area under its security and protection due to willful act or negligence of its guards;
3. To hold SLSU free from any liability for any claim arising out of personal injury, death, unpaid wages/benefits or for damages caused by the guard to himself, or to others, whether or not said claim for personal injury, death or damages arose out of or in the performance of duties;
4. To assume full responsibility for any loss or damage to SLSU properties or of third parties received by or placed under the custody of the guards when such loss or damage is due to the fault or negligence of the guards or when the guards contributed to the cause of, or aggravated, the loss or damage;
5. Except when a guard fails to exercise due diligence of a good father of a family to prevent damage or loss, the Security Agency shall not be liable for damaged or losses caused by force majeure, fortuitous events, or acts of God. However, the Security Agency shall be liable for losses/damages occurring immediately after the cessation of force majeure or fortuitous event if the guards failed to exercise due diligence in the performance of their duties;
6. Any extension of the performance by Security Agency of any responsibility and liability beyond the duration of this contract shall be subject to existing laws, rules and regulations;
7. The Security Agency shall assume responsibility for the payment of the overtime rendered by the guards on their duty. Thus, a security guard who renders more than eight (8) hours of duty shall be paid by the security agency on how it should allocate the bid amount in order to maximize it, including the possible payment of the overtime rendered by the guards.

V. RIGHTS & OBLIGATIONS OF SOUTHERN LEYTE STATE UNIVERSITY

1. To pay the Security Agency the monthly billing for the services of the security guards posted within the campus, in accordance with the salary rates per area;
2. SLSU may increase or decrease the number of security guards from the agreed total of twelve (12) guards provided by the Security Agency as may be allowed under

Republic Act 9184 and its implementing rules and regulations in which case, billing shall be adjusted accordingly;

3. SLSU shall have the right to conduct spot inspection on the performance of the guards anytime it may deem necessary. This right, however, shall not diminish or absolve the Security Agency guards from their obligations to SLSU.

VI. BILLING REQUIREMENT

1. The Security Agency shall submit to SLSU the following documents:
 - a. Copy of the BIO-DATA of each security guard enclosed with Security Guard License, local clearances, Medical Report, Drug Test Result, Certificate of Training (first billing only);
 - b. Copy of payroll or pay slips duly signed by the security guard assigned every billing;
 - c. Daily Time Records of the guards shall be submitted every billing;
 - d. Duly authenticated copy of SSS and Philhealth remittances showing the names of the guards assigned to SLSU Main Campus;
 - e. Duly authenticated copy of PAG-IBIG Fund premium remittances showing the names of the guards assigned to SLSU Main Campus.
2. Non-submission of the foregoing documents shall be a sufficient basis for SLSU to withhold payments to the Security Agency under the Contract, and/or immediately terminate this Contract by giving the Security Agency a 30-day prior written notice therefore;
3. It is understood and agreed upon that there should be new laws or issuances promulgated by the government, especially as they pertain to increase in the minimum wage and occupation benefits to workers including but not limited to increases in SSS premiums and PAG-IBIG contributions, and paragraph V.I hereof shall be accordingly adjusted at the date which the law so provides for its effectivity including administrative cost maintaining its percentage in the present billing statement upon the request by the Security Agency. The claim on such adjustment must be supported by a request by the Security Agency and other documents requested by SLSU for the processing.

VII. BILLING AND MANNER OF PAYMENT

1. The payment of the services shall be billed monthly and shall be paid by SLSU subject to the usual auditing and accounting procedure within fifteen (15) working days from its receipt of the statement of account of the Security Agency, unless there shall be any points of verification needed in the processing of the payment;
2. The statement of account of billing for the services rendered by the Security Agency shall include complete supporting documents i.e. properly accomplished daily attendance sheets, payroll or pay slips from each department, SSS and Medicare Premiums and logbook entries for each post;

3. Statement of deduction from the employees of the monthly SSS contributions based on the schedule of contributions; pay their share of contributions including Employee's Compensation (EC) and remit these contributions to the SSS or accredited banks within the first ten (10) calendar days following the month when said contributions are due and applicable;
4. Submit a summary of all employee's contributions thru SSS Form R-3's (Contribution Collection List) together with a copy of the Special Bank Receipt (SBR) and SSS-Form R-% (Payment Return Form) within ten (10) days after applicable quarter.

VIII. PERFORMANCE SECURITY

1. Security Agency shall submit to SLSU upon signing of the contract a Performance Security in cash, certified checks, cashier's check, manager's check, bank draft or irrevocable letter of credit corresponding to five percent (5%) of the total contract price, or a bank guarantee in the amount of not less than ten percent (10%) of the total contract price;
2. The Performance Security shall be posted in favor of SLSU to guarantee faithful performance by the Security Agency of its obligations and the payment of any claims of SLSU or third parties for loss, liability, injury or damages arising there from. It shall be forfeited in favor of SLSU in the event that the Security Agency is established to be in default of its obligations;
3. The Performance Security shall be at least co-terminus with the contract, provided, that it shall be extinguished only upon the issuance of a written clearance by SLSU clearing the Security Agency from all accountabilities thereof;
4. Any increase or reduction in the performance security shall be in accordance with Section 39.6 and 39.7 of the Implementing Rules and Regulations of Republic Act 9184.

IX. SPECIAL PROVISIONS

1. It is expressly agreed and understood that the guards of the Security Agency are not employees of SLSU and as such, SLSU shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to or by any of the Security Agency's employees or guards assigned to the premises of SLSU during the performance of their duties. Insofar as any and all guards assigned to SLSU are concerned, the Security Agency shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the labor code, Social Security Law, Employee's Compensation Act, Medicare Act, HDMF Law and other related welfare legislations/issuances, and the Security Agency hereby further agrees and binds itself to save and hold which may arise therefrom. The Security Agency hereby agrees to hold SLSU free and harmless from all and any damages and liabilities that may be filed against the security guards by reason of their employment by the Security Agency under decrees and/or law pertinent to employer-employee relationship;
2. SLSU has the right to withhold the Security Agency's billing for the last month and/or proceed to the forfeiture of the Performance Security at the option of SLSU to cover

the Security Agency's liability after such liability has been duly established by competent authorities and this shall be without prejudice to other courses of action SLSU may take under the circumstances;

3. Security Agency shall be liable to SLSU liquidated damages in the amount equal to one-tenth of one percent at the cost of the unperformed portion for every day of delay. SLSU need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to Security Agency, or collected from the Performance Security posted by the Security Agency, whichever is convenient to SLSU. If the total sum of liquidated damages exceed ten percent (10%) of the total contract price, SLSU shall automatically terminate the contract without prejudice to other course of action and remedies open to it;
4. Security Agency shall be responsible to secure mayor's permit or municipal license from the city or municipality where SLSU is located. Permits or licenses are required to ensure that the standards are met and that business complies with the specific requirements of the business locale.

X. RIGHTS OF SLSU TO TERMINATE CONTRACT

1. It is expressly understood herein that the relationship of Security Agency with SLSU is based purely on the trust and confidence of the latter in the former, and that SLSU shall have the right to terminate the contract in case of loss of said trust and confidence in Security Agency, upon thirty (30) days prior written notice therefore to Agency;
2. SLSU shall have the right to terminate the contract, after a thirty (30) days written notice therefore to Security Agency on the following grounds:
 - a. When Security Agency guards have willfully and intentionally or through negligence caused death of, or has inflicted serious physical injury on any person or any SLSU personnel inside its premises/installation while on official duty;
 - b. When Security Agency's guards have willfully and intentionally through negligence caused irreparable damage to the prestige or any vital interest of SLSU, great destruction of SLSU properties and equipment, or any loss by personal participation or non-performance of his duties and responsibilities;
 - c. When Security Agency violated other obligation required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by SLSU;
 - d. Failure of the Security Agency to comply with the provisions of R.A. 5487 as amended;
 - e. When upon the result of the audit findings, SLSU finds the Security Agency resorting to unauthorized, illegal, involuntary and unreasonable deductions, resulting to short and underpayment of salaries of guards thereby affecting their state or morale and efficiency;

- f. When SLSU finds the Security Agency to have failed in their obligation to any of its guards based on the agency's contract with SLSU thus, affecting the state of morale and efficiency of the entire force;
- g. When Security Agency increased or decreased the number of guards without written approval of SLSU;
- h. The existence of any fact or circumstances which in the judgment of SLSU will preclude, prohibit and/or make the Security Agency incapable of providing effective security and protective services;
- i. When the Security Agency have been found to have misrepresented or defrauded any of the documents required during the bidding for the project;
- j. When the Security Agency have been found to have misrepresented, misappropriated or defrauded the billing statement.

XI. DURATION

The Agreement shall take effect immediately upon receipt of the Notice to Proceed.

XII. FIREARMS / COMMUNICATION EQUIPMENT / VEHICLES / SECURITY EQUIPMENT

Description	Requirement
1. Hand Held Radio Set	3
2. Fire Arms	3
3. Uniform (which includes) <ul style="list-style-type: none"> • Handcuffs • Heavy duty flashlight • Whistle • Tickler • Ballpen • First Aid Kit • Pro Baton 	4 4 4 4 4 4 4
4. Motorcycle	1
5. Metal Detector	3
6. Rain Coats	10
7. Rain Boots	10
8. Guard Patrol Touring System	3
9. Megaphone	1
10. Reflectorized Traffic Vest	4
11. Computer w/Printer	1

XIII. MINIMUM SPECIFICATIONS OF SECURITY EQUIPMENT

Security Equipment	Minimum Specification
1. Handgun	<ul style="list-style-type: none"> • 38 cal. pistol
2. Handheld Radio	<ul style="list-style-type: none"> • VHF Scanning Portables • 5 watts output
3. Guard Patrol Touring System	<ul style="list-style-type: none"> • Shock resistant and water-proof (suitable in harsh environment) • Memory of 10,000 readings (be able to expand storage capacity) • Can use in the noisy and night environment. • Automatic alarm when low power or storage full. • 135x41x22mm 10,000 records (expandable 3.6V lithium battery, supports 700,000 continuous readings. • Downloader with USB connection.