



TERMS OF REFERENCE

PROVISION OF SECURITY SERVICES FOR THE UNIVERSITY

The contract is for the engagement of a service provider for Security Services for Kalinga State University (UNIVERSITY) Campuses for the period: December 1-31, 2018, subject to periodic assessment or evaluation of performance of the winning providers.

A. POLICY STATEMENT

Under Section 5(h) of Republic Act No. 9184 (R.A. 9184), as reiterated in Section 5(r) of its Implementing Rules and regulations (IRR), procurement of general support services, including non-personal or contractual services, such as security and janitorial services, falls under the definition of goods. Thus, in the procurement of security service, the winning bid is determined by the lowest calculated and responsive bid.

B. APPROVED BUDGET FOR THE CONTRACT (ABC)

The UNIVERSITY shall offer Alternative Mode of Procurement through Request for Quotation to all prospective bidders/service providers for the Procurement of Security Service with an Approved Budget for the Contract (ABC) amounting to **FOUR HUNDRED THOUSAND PHILIPPINE PESOS (Php 400,000.00)** for the Month of December 2018 chargeable against 2018 GAA.

C. ELIGIBILITY DOCUMENTS

A. Technical and Legal Documents

1. Eligibility

- a.** The Security Agency must be 100% Filipino owned.
- b.** It must be duly licensed by the Philippine National Police (PNP) – Supervisory Office for Security and Investigation Agency (SOSIA), registered with and a member of PADPAO with proper operating permits and other statutory requirements.
- c.** The Agency must have a fixed office address and contact numbers.
- d.** It just have been continuously operating as such for at least three (3) years with at least one (1) year campus experience or equivalent campus security experience (i.e. manufacturing company, exclusive subdivision).
- e.** Anyone of its security guard should not be suspected of any crime during this tour of duty and/or effectivity of his employment contract with the agency. A police blotter report against the security guard is sufficient to disqualify the agency from participating in the bidding. The Security Agency should submit to UNIVERSITY a certification under oath as to this requirement and other evidence to this effect. (Clearances from Barangay, PNP, Court and NBI)

2. Government Mandatory Compliance Documents

- a.** The Bidders must submit the following documents in triplicate and sealed envelopes:
 - i.** Valid PNP-SOSIA certified License to Operate as security agency.
 - ii.** Certified true copy of Security and Exchange Commission (SEC) registration; Certified true copies of latest corporate and financial reports as submitted to and stamped received by SEC, such as but not limited to GIS audited financial statement, ITR duly submitted to the SEC of the preceding year.
 - iii.** Certified true copies of Social Security System (SSS)/ Philhealth/Pagibig registrations with certificate of good standing from said institutions as of June, September 2018 or latest period.
 - iv.** Department of Labor and Employment (DOLE) Clearance issued within the last three (3) months.



- v. Certified true copy of Bureau of Internal Revenue (BIR) Registration; BIR Clearance of the participating bidder shall be valid on the date of opening of bids; Certified true copies of latest Value Added Tax (VAT), Withholding and Income Tax Returns submitted and stamped received by the BIR.
- vi. Certified true copies of latest Mayor's Permit and Licenses.
- vii. List of registered firearms with complete description including serial and license number.

3. Prescribe Compliance Documents

a. Letter Offer indicating and/or with the following attachments:

- i.** Company Profile
 - ii.** List (from latest contract) of clients with guard posts of not less than twenty (20) guards, indicating: Company, Kind of Organization, Business Activity, Number of Guards, Contract Inclusive Dates, Contact Person and Contact Details.
 - iii.** List of Equipment with detailed description, dates of acquisition, and proof of ownership (i.e. car, motorcycle, and other necessary equipment).
 - iv.** Human Resource (HR)/ Admin Policies: Posting/Turnover Policies, Security Training Programs, Hiring Standards, Employee Retention Programs, Incident Reporting and Handling Policies.
 - v.** Proposed Security Management Plan with the following format and contents:
 - 1.** Introduction
 - 2.** Objectives
 - 3.** Policy Strategy Formulation
 - 4.** Security Management Procedure
 - 4.a.** Hiring Procedure
 - 4.b.** Training/ Re-training
 - 4.c.** Reporting System
 - 4.d.** Composition and Disposition of Guards
 - 4.e.** Duties and Functions of Security Guards
 - o Patrolling building installations and perimeters.
 - o Guarding restricted areas against unauthorized entry.
 - o Maintaining a control system for locks and keys.
 - o Controlling the entry and movement of pedestrians and vehicles.
 - o Enforcing University/Campus policies, rules and regulations.
 - o Enforcing employees, students and visitors' ID system.
 - o Carrying out special assignments during period of emergency.
 - 5.** Firearms and ammunitions
 - 6.** Communication equipment
 - 7.** Disciplinary action and/or administrative sanctions to be imposed on erring guards and private security agency personnel
 - 8.** Control Measures
 - 9.** Contingency Plan
 - 10.** Transitions Plans
 - 11.** Detailed Routine Operations
 - 12.** Innovative Approaches to Campus Security
 - 13.** Emergency and Disaster Campus Plan
- b.** Certificate of site inspection issued by University Chief Guard.
- c.** Other add-on services that may be offered (not indicated in the PR or TOR, i.e. Special occasion/s that need/s security service but without charge.



4. Number and qualifications of guards/security officers

a. Twenty-Nine (29) Security Guards

- i. Licensed security guards should have at least one year activity experience as security guard; at least be a high school graduate; not less than 25 but preferably not more than 50 years of age; must be physically and mentally fit, at least with height measurement of at least 5 feet for women and 5 feet 2 inches for men; license validity should be not less than one (1) year. Moreover, the security guards and officers should have no derogatory record involving moral turpitude from any police and administrative body nor committed any act inimical to the interest of UNIVERSITY and its constituents. The Security Agency should certify under oath as to the moral integrity of each and all guards deployed at UNIVERSITY.
- ii. The company will provide three (3) licensed security officers, with at least two years' experience as security officer/detachment commander; with at least 2nd year college education; One as detachment commander and the other as deputy; To be posted as in charge for every shift; not less than 30 but not more than 50 years of age; license validity of not less than one (1) year; Shall have completed a recognized campus security training program or its equivalent. Moreover, the security officers should have no derogatory record involving moral turpitude from any police and administrative body, nor committed any act inimical to the interest of UNIVERSITY and its constituents. The Security Agency must certify under oath as to the moral integrity of each all security officers deployed at UNIVERSITY.
- iii. Clearance from reputable neuro-psychiatric test center, preferably PGH or any PNP accredited Neuro Test Center, certifying that the guards and officers are physically, mentally and emotionally fit for the job; strictly non-alcoholic; non-smoker; and record of drug test of each security guard from two recent consecutive drug results prior to deployment, and non-chewing of "Momma" (red betel).
- iv. List of Agency guards with agency certified photocopies of security licenses.
- v. Recognized security training program under agencies or entities duly licensed by the PNP to conduct such.
- vi. At least five (5) additional security personnel as reserve force to support extra ordinary requirements during periods of need, without additional cost to the University.
- vii. The Agency should secure at their own expense without deduction from the salary of the guard, death, accident insurance and insurance for loss of limb and other damages. This should be part of the contract price.

5. Firearms (including accessories and ammunitions)

Firearms should be licensed, roadworthy, and functional, with sufficient ammunition with the following quantity:

- a. At least six (6) units of 9mm pistol
- b. Three (3) units 12-gauge shotguns (reserve within campus)
- c. Three (3) Metal Detector.

6. Materials and Equipment

- a. Mobile Transport (Roistered, functional, including fuel requirements)
 - i. At least One (1) unit Utility Vehicle
 - ii. At least One (1) bicycle/ mountain bike

Note: operating and maintenance costs (including fuel) for account of the security agency

- b. Communication (all duly licensed by National Telecommunications Commission)
 - i. At least Five (5) fully operational UHF Radios (VHF IC V80 handheld radios or equivalent) capable of interfacing / interconnecting with existing UPF communication equipment



- ii. One unit base radio at UPLB (IC-2300H or equivalent) capable to communicate with Dagupan and Rizal Campuses.
- iii. 4 units UHF radios (VHF IC V80 handheld radios or equivalent) for University President, Vice President for Administration and Finance, GSO Chairman, and Chief of Security Services.
- c. Lighting
 - i. At least Five (5) Heavy duty rechargeable floodlights; Rechargeable Halogen Searchlight; Advance state-of-the-art charging system; Durable strap for increased portability; 4 hours rechargeable battery life; Integrated charger and adaptor; High and low beam selector; ICC-standard Halogen Bulb; auto overcharge protection/discharge protection; weather proof
- d. Other Equipment
 - i. At least Three (3) Field binoculars (Bushnell power view 60x90 or its equivalent)
 - ii. Complete set of uniform for each security guard including rain gear (e.g. coat and boots), whistle, club/night stick, and first aid kit
 - iii. Traffic vests, traffic signal sticks and gloves(reflectorize) for the four (4) gate posts, and at least 2 sets reflectorize vest
 - iv. At least One (1) unit digital camera
 - v. Standby emergency rescue gears and equipment
 - vi. If available, metal detector/electric frisker for each campus.

Note: All materials and equipment should be available for showdown inspection upon assumption of deployment.

7. Final Price Offer

- a. The final price offer shall comply with the following:
 - i. Wages shall be in accordance with the latest wage order in Region CAR and other wage laws/statutory obligations prescribed by law;
 - ii. The price offer should include payment of SSS, PhilHealth and Pagibig for each guard, and premium for group insurance for life, loss of limb and other contingencies
 - iii. Itemized final price offer will include the agency administrative overhead/profit margin.

8. Scope of Services

- a. The Agency shall provide security services on 24/7 basis. No guard shall be made to render more than twelve (12) hours duty within a 24-hour period except in cases of extreme necessity and with due coordination with the UNIVERSITY Chief Guard or his supervisor.
- b. The Agency shall have a pool of reserve guards to insure the presence of adequate relievers whenever the need arises.
- c. The Agency shall assign female guards only in areas expressly identified by the UNIVERSITY.
- d. The Agency shall submit to UNIVERSITY Chief of Security Services and Office of the Vice President for Administration and Finance the results of mandatory semi-annual drug-testing for all its deployed GUARDS conducted by the PNP.
- e. The Agency shall be liable to the UNIVERSITY for any injury or damage to, or loss of property and any illegal act committed against its student, faculty and other UNIVERSITY constituents during the hours of duty of the assigned guards due to assault, arson, theft, robbery or mischief or any unlawful acts or negligence. The Agency awarded with the contract shall provide a performance bond in cash as may be required hereunder to answer, among others, for this damage or injury, payable to UNIVERSITY, or any of its officers duly authorized by the University President, as lawful



attorney-in-fact, in its name, place and stead to withdraw a reasonable amount commensurate with the damage to defray or pay for the price of the lost or stolen goods, or medical, legal and other expense in relation to the loss, injury or damage.

- i.** During its watch, ALL losses of equipment, materials, UNIVERSITY vehicles that belong to the unit and other properties, due to any cause, reported within 10 hours from its/ their loss as certified by the Dean or Head of Office concerned and concurred in by the Vice President for Administration and Finance, shall be for the account of the Agency. Non-payment of the loss within thirty (30) days shall authorize the UNIVERSITY to withdraw from the account in #8.e.
- ii.** The Agency, in coordination with the Chief of Security Services, may inspect bags, things, vehicles of outgoing personnel and guests of any UNIVERSITY unit under its watch; inquire and ask proof from any person, student or employee of their authority or permit, duly signed by the DEAN, to enter the premises, or conduct any experiment or activity inside the buildings during non-official hours, or bring out any equipment during official and non-official hours, such as but not limited to desktop computers and peripherals; and, to bar entrance, or detain equipment for lack of such proof.
- iii.** Prior to the acceptance by the Agency of its obligations hereunder, the UNIVERSITY shall identify to the Agency the assets that are warehoused, stored or are currently in place in the areas to which the Agency's personnel will be deployed.

The Agency however shall NOT BE LIABLE in case where such loss or damage is due to force majeure, fortuitous events or to any of the following causes depending on the result of investigation:

- i.** Where such loss occurred inside a closed or locked warehouse, office and/or where the guards of the Agency have no access and there is no forcible entry or signs of destruction or violence.
 - ii.** For the loss of any property belonging to the University and within its premises.
 - iii.** Loss of pocketable items or valuables, and
 - iv.** Those committed by University employees or agents (inside job) on in conspiracy of such University's employees or agents.
- f.** The University in coordination with the Agency shall have administrative supervision and control over the guards and shall give instructions to the guards pertaining to its University policies, rules and regulations.
- g.** The University, upon prior written notice to the Agency, may request for replacement of any guard assigned to the former.
- h.** It is understood that the guards of the Agency will not in any way be employees of the University, and the latter shall not be responsible for any claim for personal injury, or damage, including death, caused either to any of the guards or to any third persons, where such injury of death arise out of or was in the course of the performance of duties of the said guards.
- i.** If awarded, the contract shall be guided by (1) RA 5487 otherwise known as "An Act to Regulate the Organization and Operation of private Detective, Watchmen or Security Guards Agencies" and its implementing Rules and Regulations, and (2) the attached approved security plan as term of reference.
 - ii.** The Agency shall assist the University and its Security Consultant in the conduct of periodic assessment towards the proper implementation of the University's Security Management Plan.
- 9. Coverage of Contract**
- a.** Description and characteristics of land or coverage of the contract (Annex A)
 - b.** Types of persons going in and out of the campus
 - i.** Students
 - ii.** Faculty



- iii. Administrative Staff
- iv. Concessioners / Suppliers
- v. Visitors

10. Right to Vary Security Services Requirements

- a. UNIVERSITY shall have the right to vary its security services requirements, and the number of guards or deployment of guards may be increased/decreased or changed by the President or his duly authorized representative anytime upon 24 hours' prior written notice from effectivity.
- b. There shall be no adjustment in contract amount/unit prices except as may otherwise be allowed by law or GPPB regulations.

11. Manner of Payment

- a. The UNIVERSITY shall pay the Agency every 15th day of the month succeeding the performance of the services being billed, upon timely submission of its statement of account; a certified true copy of official receipt of SSS, PhilHealth, Pagibig and premium payment for insurance; and the submission of a current bond equivalent to the amount of the statement of account to pay for the wages of the security guards for one month.

12. Performance Security and other bonds

- a. The Agency shall provide a Performance Bond in cash or cashier's/managers check issued by a Universal or Commercial Bank equivalent to 5% of monthly contract amount.
- b. The Performance Bond will answer for the Agency's outstanding obligations, liabilities, and damages suffered by UNIVERSITY arising out of, or in connection with, the contract of services.
- c. The Performance Bond shall be co-terminus with the duration of the contract of services, including its extension/s, plus sixty (60) working days thereafter, or any unsettled or unpaid damages to UNIVERSITY.
- d. The amount of the Performance Bond shall be promptly adjusted whenever the contract amount increases by 10%, but shall not be decreased with any decrease in the contract amount.
- e. The Agency shall also submit to UNIVERSITY a Labor Bond in the form and amount prescribed in Conditions of Employment by DOLE equivalent to one month payroll, on conditions that the bond will answer for the wages due to employees, should the Agency, as the case may be, fail to pay the same.
- f. Quarterly submission of affidavit of compliance with labor law requirements together with proof thereof.

13. Period and Termination

- a. The contract of services shall initially be for a period of one (1) month commencing on December 1, 2018 and expiring on December 31, 2018.
- b. The contract of services may be renewed in accordance with the procedure specified in GPPB Resolution 024-2007 dated 28 September 2007 and related regulations.
- c. The contract of services may also be terminated if the Agency receives an overall rating of "Fair" or "Poor" twice during the supervening contract period.
- d. Any violation of the terms and conditions shall give UNIVERSITY the right to unilaterally terminate the contract upon notice to the Security Agency by email or letter addressed to the official email and address.
- e. Without cause, any of the parties may also terminate the contract of services by mutual agreement, but should not redound to the disadvantage of UNIVERSITY.
- f. In the situations above, UNIVERSITY shall notify the Agency of its position/decision in writing by registered mail or by personal service. Contract termination shall only take effect after Thirty (30) calendar days from the Agency's receipt of written notice thereof.



14. Deployment and Discipline of Guard Details

- a.** UNIVERSITY and the Agency shall agree on the details of deployment and supervision of security guard details provided by the Agency under a Security Management Plan which shall be finalized and agreed upon between them within 30 days from execution of the contract. Failure of the Agency to timely secure UNIVERSITY approval of its proposed Security Management Plan may result in the pre-termination of the contract.
- b.** The Agency shall be responsible for instilling discipline among the ranks of its security guards. The Agency shall be jointly and severally liable with the guard/s concerned in the event that the latter shall be guilty of inflicting damage to property or injury to person within UNIVERSITY premises as a consequence of their wrongful act or omission in the performance of their functions.
- c.** The Security Agency shall replace any guard upon request of UNIVERSITY.
- d.** UNIVERSITY retains its prerogative of formulating and enforcing security measures within campus. The Agency shall assist UNIVERSITY in enforcing such measures and policies without question.
- e.** The UNIVERSITY Chief of Security Services shall exercise supervisory control over the agency guards or through his designated authorized representative.

15. Emergency and Disaster Management

- a.** The Agency shall likewise assist UNIVERSITY in the provision of emergency and disaster management services whenever required. To this end, the Agency shall continue to provide its guard details with training and equipment needed to address potential emergency or disaster risk situations that may afflict the UNIVERSITY community. The Agency shall also submit the Emergency and Disaster Plan for UNIVERSITY.

16. Additional Requirements for Award of Contract

- a.** The Lowest Complying Bidder (LCB), prior to the award of contract, shall meet with the representatives of the UNIVERSITY (VPAF) in order to discuss and finalize security plan details for the University, deployment of security guards, organizational set-up and coordination protocols with University Police Force, provisions for supplies and armaments, and other security concerns that will be handled by the LCB.
- b.** In the event the LCB satisfies all the requirements of the University for the turnover of security responsibilities, the notice of award for the contract shall forthwith issue in favor of said LCB, subject to compliance with the conditions for the award upon conduct of post qualification. In the event, however, that LCB fails to meet all conditions for the award, it shall notify the BAC of such failure and recommend that the contract be instead considered for awarding to the next - lower complying bidder. The said procedure above shall be undertaken until all conditions of the TOR are satisfied by a complying bidder.

17. Miscellaneous Requirements

- a.** The Security Agency shall submit certified true copy of official receipt of SSS, PhilHealth, Pagibig and insurance premium.
- b.** The original copy of monthly payroll of all security guard showing the following:
 - i.** Date
 - ii.** SSS
 - iii.** Pagibig
 - iv.** PhilHealth
 - v.** Insurance (not charged to the salary of the security guard)
 - vi.** OT (date and No. of hours)
 - vii.** Total amount received
 - viii.** Signature of each guard
 - ix.** Attestation of duly authorized as to the truth of the statements



18. Standard Computation

	Daily Rate	
	Day Shift	Night Shift
Daily Basic Salary Rate		
Days Worked per Week		
Number of Days per Month		
Number of Hours of Work per Day		
REIMBURSABLE COSTS:		
A) Payable Directly to Servicemen		
1. Basic Salary- at daily rate for the equivalent of number of days per month		
2. Night Differential Premium Pay- 10% of basic salary		
3. Emergency cost of living allowance		
4. 13 th month pay- 1/12 of basic salary		
5. Service Incentive Leave Pay- 5 days per year at basic salary rate		
	Sub-total A	
	Sub-total B	
B) Payable to the government Employee Share of:		
1. Social Security Premiums		
2. Philhealth Premiums		
3. ECC/State Insurance Premiums		
4. Pab-ibig Fund Contribution		
	Sub-total C	
	Total Reimbursable Costs- B+C	
	Administrative Cost 10%	
	Contract/Billing Rate- per month	
	Contract/Billing Rate- per day	
	Contract/Billing Rate- per hour	
Notes:		
1. Above rates are exclusive of value added tax		
2. Unworked regular holidays will be filled at above rate for 8 hours regular work day as and when such holiday do occur		

D. CHECKLIST FOR PRE-ASSESSMENT

Name of Security Provider/ Agency:				
No.	Criteria	Yes	No	Remarks
1	Does the Agency have Vision and Mission?			
2	Does the Agency have Organizational Chart?			
3	Does the Agency have Program of Instruction?			
4	Does the Agency have valid and duly verified License to Operate?			
5	Does the Agency registered at the PhilGEPS?			
6	Does the Agency registered at the Security and Exchange Commission?			
7	Does the Agency have Business Permit?			
8	Does the Agency have an outstanding deposit in the bank?			
9	Does the Agency have PADPAO Membership?			
10	Does the Agency registered at the SSS?			
11	Does the Agency registered at Pag-IBIG/HDMF?			
12	Does the Agency registered at Philhealth Insurance Corporation?			
13	Has the Agency operated for at least three years with reputable Clients?			
14	Does the Agency have at least 21 guards?			
15	Does the Agency have the same office address as declared?			
16	Does the Agency have the same telephone numbers as declared?			
17	Does the Agency have an F/A Ratio of 1:2?			



18	Does the Agency have a stocking of ammunitions of 1:50/1:25 per guard?			
19	Does the Agency have the present clients as declared?			
20	Does the Agency regularly remit the contributions of benefits mandated by law?			
21	Does the Agency pay the minimum wage to guards as prescribed by law?			
22	Does the Agency pay the required taxes?			
23	Does the Agency have a professional and presentable office?			
24	Does the Agency have provision for the retirement benefits of its guards?			
25	Does the Agency do Drug, Psychiatric, Medical and Physical Test of its Guards?			
26	Does the Agency have an updated 201 file of its Guards?			
27	Does the Agency conduct a thorough background investigation of its guards?			
28	Does the Agency conduct Operational Readiness Evaluation for its Guards?			
29	Does the Agency conduct periodic re-training of its Guards?			
30	Does the Agency conduct daily and nightly inspection of its posted Guards?			
31	Does the Agency or its Guards submit a Daily Operations Report to their Clients?			
32	Does the Agency provide for standard formats for Operations documentations?			
33	Does the Agency Management call on its Clients as least every two (2) weeks?			
34	Is the Agency capable of constructing a Guard Force Management Plan?			
35	Does the Agency pay its guard on time?			
36	Does the Agency respond within the day if called upon by its clients?			
Recommendation: May I strongly recommend this Agency for validation of the criteria listed above. Reasons are the following: 1. 2. 3. ...				
Pre-assessment conducted by:		Date of Pre-assessment:		
_____		_____		
Name of Evaluator/TWG and Signature				

I hereby certify to deliver all the Requirements and comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name
of Representative

Date