

TERMS OF REFERENCE FOR THE CONTRACT OF SECURITY SERVICE

1. Place and Location

The SECURITY AGENCY shall provide security guard service to PhilFIDA ROVII (to be known as the "CLIENT") at its premises located at the PhilFIDA ROVII, Mezzanine Floor LDM Building M. J Cuenco Avenue Corner Legaspi St., Cebu City. The respective areas of assignment of the guard shall be determined by the PhilFIDA ROVII.

2. Function and Duties of the Guard

The guard are to maintain peace and order at the aforementioned premises; to watch, safeguard and protect the property of the PhilFIDA ROVII from theft, robbery, arson, trespass, and destruction/damage or loss, to protect the directors, officers, employees, visitors and guests of PHILFIDA ROVII from assault, harassment, threat or intimidation or other unlawful acts, and to enforce and implement rules, policies and regulations of the PhilFIDA ROVII aimed at maintaining security and safety threat. The PhilFIDA ROVII may also prescribe additional duties to the guard in the enforcement of regulations and instructions.

3. Limitation of Scope

The scope of security services shall be limited to the discharge of security functions. Performance of tasks that may be assigned not essential, necessary or related to the security function shall not be construed as an acceptance of accountability but a mere accommodation to the PhilFIDA ROVII. Any resulting loss or damage from such accommodation shall be the sole responsibility of the PhilFIDA ROVII.

4. Guard Force

1. The SECURITY AGENCY shall provide the PhilFIDA ROVII with qualified and uniformed one (1) security guard who shall render 10 hours daily duty at the premises of the PhilFIDA ROVII including Saturdays, Sundays, and Legal Holidays. . PhilFIDA ROVII reserves the right to require changes, substitution or replacements of the guard assigned by the SERVICE PROVIDER pursuant to this contract.

5. Qualifications of Guards

Each of the security guards to be assigned by the SECURITY AGENCY to the PhilFIDA ROVII must be:

- a. Of good moral character and reputation, courteous, alert and without criminal or police record;
- b. Physically and mentally fit not less than 21 years of age; with complete medical clearance (including drug test, neuro-psychological test and Hepa B)
- c. Duly licensed and must present Bio-Data, Barangay, Police & NBI Clearance;
- d. In proper uniform and armed with a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty; and
- e. In possession of such other qualifications required by Republic Act No. 5487 as amended.
- f. With adequate first aid training during the first month of service.
- g. Fully vaccinated

6. Due Diligence Period

Starting on the effectivity date of the engagement, the PhilFIDA ROVII and the SECURITY AGENCY agree to provide a three (3) month due diligence period to validate assumptions of the service delivery model, to determine requirements which may not have been defined earlier or to refine the service to PhilFIDA ROVII's specification and to establish the good faith of the parties to the contract. Should parties be amenable to the necessary amendments identified during this period, the contract and resulting amendments shall be deemed in full effect and force.

7. Contractual Considerations

For and in considerations of the services rendered by the SECURITY AGENCY to the PhilFIDA ROVII during the effectivity of this Agreement, the PhilFIDA ROVII shall pay the SECURITY AGENCY the amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT.

The SECURITY AGENCY shall be entitled to an adjustment of the stipulated price in this Agreement in the event that the minimum wage is increased or in the event that increased fringe benefits in favor of the employees are promulgated by law, decree or wage order subsequent to the execution of the Agreement. Said adjustment shall be equivalent to the amount of increase in the minimum wage and/or benefits and other concomitant increases related thereto. The corresponding adjustment in the contract cost shall be subjected to a new negotiation agreeable to both parties.

8. Review/Audit of Bills

The PhilFIDA ROVII shall be given 15 days to review/audit the SECURITY AGENCY's invoice, within which time the PhilFIDA ROVII may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the SECURITY AGENCY for appropriate correction or revision in which case, the PhilFIDA ROVII shall have 15 days from receipt of the corrected invoice within which to settle the same.

9. Billing Requirements

The SECURITY AGENCY shall support its billings with PhilFIDA ROVII approved daily time records as proof of services rendered to the PhilFIDA ROVII. Should the PhilFIDA ROVII subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the PhilFIDA ROVII's request.

10. Amounts Earmarked and Held in Trust

The SECURITY AGENCY understands that by virtue of Philippine Laws, DO-18A and the SECURITY AGENCY acting for the PhilFIDA ROVII as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished or delayed. The PhilFIDA ROVII shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to the PhilFIDA ROVII's fault or negligence.

11. Supervision and Control

The SECURITY AGENCY shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the PhilFIDA ROVII on the matter. The SECURITY AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection at any time of the day or night to ensure they properly discharge their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the PhilFIDA ROVII.

The SECURITY AGENCY shall provide the schedule of guarding services in writing as well as the name of the guard assigned and adhere to this schedule, unless provided otherwise by virtue of a written notice duly approved by the PhilFIDA ROVII. In no case shall a guard render service beyond his scheduled working hours service rendered in violation hereof will not be paid.

12. Equipment and Uniform

The SECURITY AGENCY shall equip the guards with duly licensed firearms, ammunition, nightsticks, uniforms and other paraphernalia for security purposes.

Security Agency shall provide each Security Guard with the following:

Uniform Set

- a. Bass jacket, short sleeve upper
- b. Black Leather Shoes
- c. Blue Pants
- d. Pershing cap
- e. Night stick/Truncheon
- f. Whistle
- g. Holster
- h. Medicine Kit
- i. Flashlights
- j. Service Firearm (see 6.a of the Technical Specifications)
- k. Patrol checklist/writing pen/Tickler
- l. Handcuff
- m. Hand held Radio with holder (walkie-talkie)

Equipment/Tools

- a. Raincoat

13. Retention Period of Records

The SECURITY AGENCY shall maintain records of its services for a period of 12 months. These records pertain to logbooks, log sheets, correspondences, incident and investigation reports and other records generated in the conduct of performing the SECURITY AGENCY's services, which must be submitted to the PhilFIDA ROVII for safekeeping.

14. Client Responsibility to Insure

The PhilFIDA ROVII shall obtain adequate and reasonable insurance to protect its properties. The SECURITY AGENCY shall be free from any liability, except when damage or losses are attributable to the negligence or failure in the discharge of the duties of SECURITY AGENCY personnel. Such liability shall be limited to the resulting participation charges. In the absence of insurance, the amount of liability shall be limited to the amount of participation charges had there been coverage for insurance.

15. Liabilities

The PhilFIDA ROVII shall not be responsible for any and all claims for personal injury or death cause to any of the guards or to any third party where such injury or death arises out of or in the course of the performance of guard duties, it being understood that the security guards heirs claims in connection with his employment or the third party claims shall be borne by and the sole liability of the SECURITY AGENCY.

The SECURITY AGENCY, shall be responsible in case of loss or damage to the property of the PhilFIDA ROVII, except those which can be easily transported or disposed of or which cannot be considered as bulky such as, but not limited to, pocket calculators, jewelries and cash, occurring or taking place during the tour of duty of the guards of the SECURITY AGENCY and made known in writing to the latter within seventy-two (72) hours from the time of occurrence; provided that such loss or damage is due to traceable solely to the negligence, fault, dishonesty or dereliction of duty of the security guards; and provided further, that the SECURITY AGENCY shall be responsible only in case of loss or damage of the reported property of the PhilFIDA ROVII whenever there is a clear showing that the door, window or other points of entrance/exit were subjected to force. The maximum liability of the SECURITY AGENCY in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. The PhilFIDA ROVII shall have no authority to automatically deduct its claim under this paragraph for the agreed fees of guard services due to the SECURITY AGENCY not to withheld payment of the same without the approval of the SECURITY AGENCY.

The SECURITY AGENCY shall not be liable for loss and/or damages due to (a) fortuitous events or force majeure beyond the control and competence of the guard to prevent; and (b) orders of the PhilFIDA ROVII beyond the scope of this Agreement.

The SECURITY AGENCY and PhilFIDA ROVII hereby agrees to equitably share in the damage/loss due to the contributory negligence of both parties.

16. Replacement of Any Guards

The PhilFIDA ROVII may have a guard changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the PhilFIDA ROVII. The judgement of the PhilFIDA ROVII on such matters shall be final and binding should the SECURITY AGENCY refuse, the former may consider the same valid cause for the termination of contract.

It is understood that prior to the Security Guards deployment, the Security Agency shall present to the PhilFIDA ROVII the Guards Biodata; Security Guard License; Barangay, Police and NBI Clearance; Medical Certificate; Drug Test, and Neurological and Psychological Test Result.

17. Confidentiality Clause

The Security Guards provided by the SECURITY AGENCY shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the PhilFIDA ROVII and not to disclose to any third party all confidential information received from or entrusted by the PhilFIDA ROVII. The Security Guards shall be prohibited from using the confidential information or documents received or entrusted by the PhilFIDA ROVII for purposes other than compliance with its obligations as Security Guard.

18. Capacity of the Security Agency

The SECURITY AGENCY shall maintain its good standing and remain a competent security agency, financially capable of acting as an independent contractor and shall obtain all necessary licenses and permits and comply with all laws, ordinances and regulations required for all security agencies. If the PhilFIDA ROVII has reason to believe that the SECURITY AGENCY has failed to comply with a law or regulations regulating employment of labor, the PhilFIDA ROVII may then notify the SECURITY AGENCY accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the PhilFIDA ROVII, the PhilFIDA ROVII shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the PhilFIDA ROVII may institute for damages he has suffered thereby.

19. Term of Contract

The period of services shall take effect on January 1, 2023 until December 31, 2023 for a period of one (1) year. Can be renewed for a maximum of three (3) years. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party thirty (30) days prior the intended date of termination.

20. Other Provisions

No modification of the Contract shall be made except in writing signed by the PhilFIDA ROVII and the SECURITY AGENCY.

The SECURITY AGENCY shall not assign, transfer, pledge or make other dispositions of the contract or any part thereof, except with the prior written consent of the PhilFIDA ROVII. In the case of a dispute between the Procuring Entity and the Service Provider, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004” and the procedures provided by Republic Act No. 9184, as applicable.