

## TERMS OF REFERENCE

### A. SCOPE OF SERVICES

The Security Service Provider shall provide the following services:

1. The Contract for the Security Services shall be for a period of one (1) year which may be extended/renewed to a maximum of two (2) years subject to the following conditions:
  - 1.1 The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which includes the following:
    - i) Quality of service delivered
    - ii) Time Management
    - iii) Management and suitability of personnel
    - iv) Contract administration and management
    - v) Provision of regular progress reports
  - 1.2 Before the end of each year, PEZA shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of criteria prescribed in Clause 1.1 above.
  - 1.3 The Contractor must garner an average score of at least 3.0 (wherein 1.0 as the lowest rate and 5.0 being the highest rate) for it to be eligible for contract extension/renewal.
2. The Contractor, shall, through its agents/guards, safeguard, secure and protect the offices, employees, guests, properties and premises of PEZA against threat, theft, robbery, pilferage/s, or any unlawful acts and/or omissions that would cause harm or loss or damages to the properties and premises of PEZA except when occasioned by force majeure or fortuitous events for which the contractor shall not be held liable in any manner.
3. The contractor shall consult with PEZA on the mode of deployment of its guards, their operational sector and tours of duty. The contractor shall allow its guards to render overtime duty provided that:
  - 3.1 For maintenance of efficiency, each guards shall serve eight (8) hours of duty in one shift; and
  - 3.2 Guard duty in excess of eight (8) hours shall have prior request and with recommendation from the MEZ ZPU Station Commander and duly approved by the Department Manager – Operations.

4. The Contractor shall maintain adequate control of all incoming and outgoing cargoes, persons, including vehicles entering and/or leaving PEZA premises, offices and installations. To this end, the Contractor's guards to be assigned under this Contract shall, prior to or at the start of their tour of duty, undergo an orientation on PEZA rules and regulations. PEZA, subsequently, to issue Certification.
5. The Contractor shall conduct, *motu proprio* and whenever requested by PEZA, an investigation on breach of security by any person within PEZA premises including commission of crimes against persons or property and shall make an immediate report thereof to both the PEZA and Police Authority of competent jurisdiction.
6. The Contractor shall prevent the entry of unauthorized persons in the PEZA premises, and if this cannot be done peacefully within the guards' normal duty, to report the same to PEZA Officer/Employee concerned whose legal course of action the guards shall assist but employing only the necessary means and/or force that is reasonable under the circumstances.
7. The Contractor shall assume full responsibility for any loss or damage to PEZA properties or of third parties received by or placed under the custody of the Contractor's guards when such loss or damage is due to the fault or negligence of the guards or when such fault or negligence of the guards contributed to the cause of, or aggravated the loss or damage. Within five (5) calendar days after occurrence of such loss or damage, the Contractor shall cause an investigation and make an immediate report thereof to both PEZA and Police Authority of competent jurisdiction.
8. The Contractor shall submit monthly status report for each Zone.
9. The Contractor shall make periodic security surveys of PEZA premises upon prior permission and shall make suggestions on enhancing security.
10. Upon request of PEZA, the Contractor shall submit operational activities, contingency and/or emergency plans in case of natural calamities, industrial unrest, public disorder, or rampant violations of penal laws inside the PEZA premises.
11. The Contractor is the sole employer of all the guards assigned under this Contract and shall be solely responsible and liable for strict compliance with all pertinent labor legislations, rules and regulations. The CONTRACTOR shall hold PEZA absolutely free and clear from any liabilities or responsibilities on any claim or claims which may be filed by any of the said guards for any reason whatsoever.
12. The Contractor shall pay the salaries, allowances and other statutory monetary benefits of all the guards assigned under this Contract in accordance with existing laws, rules and regulations governing employment of labor.

13. Should the Contractor fail to pay the salaries, wages and other statutory monetary benefits of its guards as scheduled, unless on account of force majeure or circumstances beyond the CONTRACTOR's control, the CONTRACTOR hereby authorizes PEZA to pay directly the CONTRACTOR's guards of their salaries, wages and other statutory monetary benefits using as basis the latter's payroll computation of the immediately preceding pay period. Such direct payments made by PEZA shall be deducted from the CONTRACTOR's billing for the subject pay period.
14. The CONTRACTOR shall submit to PEZA its monthly billing rate within the first five (5) days of each month following that for which the services were rendered, together with the following documents:
  - 14.1 Sworn statement showing that actual services have been rendered by the guards for the billing period claimed.
  - 14.2 Billing for overtime services shall be accompanied by a certification of rendition of overtime duty issued by the Zone Administrator of MEZ, Zone Manager/Officer-in-Charge, in case of private Ecozones.
  - 14.3 Sworn statement showing proof of payment of the salaries, wages and/or benefits of all its guards for the previous billing period.
  - 14.4 Sworn statement showing proof of remittances of SSS / PhilHealth / Pag-Ibig premiums/payments and other deductions/contributions required or authorized by law.
15. Based on the Procuring Entity's assessment, it may pre-terminate the contract for failure by the Contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the GPPB under Resolution No. 018-2004 dated 22 December 2004.
16. PEZA shall not provide any tools or equipment to the service provider. Based on the service provider assessment of work at hand, the service provider may opt to provide additional tools and equipment such as metal detector, Under Chassis View Mirror, truncheons, shields, megaphone, protective personal equipment (PPE's) and the like as the need arises at no cost to PEZA.
17. The Contractor must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to the contract to be bid, and whose value, adjusted to current prices using the National Statistics Office (now Philippine Statistics Authority) consumer price indices, must be at least fifty percent (50%) of the ABC.
18. For single proprietorship, latest / current clearance / certification of good standing and compliance of statutory obligation from DTI.
19. For corporation and partnership, latest / current clearance / certification of good standing and compliance with statutory obligation from SEC.

20. Contractor must have a functional Occupational Safety and Health (OSH) policy and program which will cover its employees deployed in PEZA and meet the requirement as provided in the CSC-COA-DBM Joint Circular No. 1, s. 2017 14 dated June 15, 201730, as amended by CSC-COA-DBM Joint Circular No. 1, s. 2018. <sup>1</sup>

21. Contractor must ensure that emergency OSH related services will be provided its employees but not limited to first aid, emergency medical supplies and emergency hospitalization assistance; confinement and other related expenses, and such account shall be borne by the said contractor.

## B. SCHEDULE OF REQUIREMENTS

The Contractor shall provide PEZA with qualified, bonded, uniformed, and armed security guards to many various detachments/posts as follows:

| <u>Detachment</u>  | <u>Number of Guards</u> |
|--------------------|-------------------------|
| MEZ                | 75                      |
| Visayas Eco-zones  | 23                      |
|                    | -----                   |
| <b>Grand total</b> | <b>98</b>               |

### Deployment of Security Guards

| AREA                     | No. of Guards per Shift               |                                       |                                       | Total No. of Guards |
|--------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------|
|                          | 1 <sup>st</sup> Shift<br>5am –<br>1pm | 2 <sup>nd</sup> Shift<br>1pm –<br>9pm | 3 <sup>rd</sup> Shift<br>9pm –<br>5am |                     |
| <b>MEZ</b>               |                                       |                                       |                                       |                     |
| Gate 1                   | 3                                     | 3                                     | 2                                     | 8                   |
| Gate 2                   | 3                                     | 3                                     | 1                                     | 7                   |
| Gate 3                   | 6                                     | 4                                     | 3                                     | 13                  |
| Gate 4                   | 2                                     | 2                                     | 1                                     | 5                   |
| Gate 5                   | 1                                     | 1                                     | 1                                     | 3                   |
| Gate 6                   | 1                                     | 1                                     | 1                                     | 3                   |
| Gate 7                   | 1                                     | 1                                     | 1                                     | 3                   |
| Admin Bldg.              | 2                                     | 1                                     | 1                                     | 4                   |
| Staff House              | 1                                     | 1                                     | 1                                     | 3                   |
| Power Plant (Substation) | 1                                     | 1                                     | 1                                     | 3                   |
| Sewage Treatment Plant   | 1                                     | 1                                     | 1                                     | 3                   |
| Santa Maria Area         | 1                                     | 2                                     | 2                                     | 5                   |
| Shemberg/Evercat/Abtech  | 2                                     | 2                                     | 2                                     | 6                   |
| Patrol/Roving/Traffic    | 1                                     | 1                                     | 1                                     | 3                   |
| Civilian Guard           | 8am-5pm                               |                                       |                                       | 1                   |

<sup>1</sup> CSC-COA-DBM Joint Circular No. 1, s. 2017 dated June 15, 2017, *Rules and Regulations Governing Contract of Service and Job Order Workers in the Government as amended by CSC-COA-DBM Joint Circular No. 1, s. 2018.*

|                                       |         |         |         |           |
|---------------------------------------|---------|---------|---------|-----------|
| Security Officer                      | 12 hrs. | 5am-5pm | 5pm-5am | 2         |
| Detachment Commander                  | 12 hrs. | 5am-5pm |         | 1         |
| Cebu International Port               | 1       | 1       |         | 2         |
| <b>Sub-total for MEZ</b>              |         |         |         | <b>75</b> |
| <b>Visayas Special Eco-zone</b>       |         |         |         |           |
| MEZ II                                | 3       | 2       | 2       | 7         |
| CLIP-SEZ                              | 2       | 1       | 1       | 4         |
| MRI-SEZ                               | 2       | 1       | 1       | 4         |
| NCTO                                  | 1       | 1       | 1       | 3         |
| WCIP-SEZ                              | 2       | 2       | 1       | 5         |
| <b>Sub-total for Visayas Eco-zone</b> |         |         |         | <b>23</b> |
| <b>Grand Total</b>                    |         |         |         | <b>98</b> |

1. The Contractor shall assign guards with the following minimum qualifications:

- i. Minimum of two (2) years college studies with at least 72 earned units
- ii. Passed the neuro-psychiatric examinations
- iii. With valid security guard license

2. PEZA reserves the right to increase/decrease the number of detachments/posts and the number of guards and hours of tours of duty to be assigned in each detachment/post as it deems necessary. The increase/decrease in the list of detachments/posts and/or the number of guards shall be effected within five (5) days after receipt of the Contractor of the notice and shall not require the execution of a supplemental contract.

3. The Contractor shall provide the following minimum materials and equipment:

| <u>Description</u>           | <u>Requirement</u>   | <u>Quantity</u> |
|------------------------------|----------------------|-----------------|
| a. Uniform                   | 2 per guard          | 196 pcs.        |
| b. Sidearm with full ammo    | 1 per guard          | 31 pcs.         |
| • Ammunition – 9mm           | 15 ammos per sidearm | 465 pcs.        |
| • Fire Arms license          |                      | 31 pcs.         |
| c. Night Stick               | 1 per guard          | 93 pcs.         |
| d. Flashlight                | 1 per guard          | 95 pcs.         |
| e. Medical Kit/First Aid Kit | 1 per guard          | 95 pcs.         |
| f. Handheld Radio            | 1 per guard          | 31 pcs.         |
| g. Shotgun                   | 1 per detachment     | 5 pcs.          |
| •Ammunition – 12 Gauge       | 10 ammos per shotgun | 50 pcs.         |
| h. Raincoat                  | 1 per guard          | 98 pcs.         |

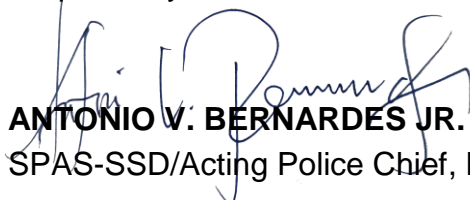
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| i. Rain Boots                           | 1 per guard          | 98 pcs. |
| j. Handcuffs                            | 1 per detachment     | 31 pcs. |
| k. Reflectorized vest and gloves        | 1 set per detachment | 20 pcs. |
| l. Teargas Canister                     | 1 unit/ guard/shift  | 31 pcs  |
| m. Motorcycle Patrol w/ helmet (125 cc) | 2 units              |         |
| n. Mobile Patrol (FB Type Van)          |                      | 1 unit  |

In addition, the Contractor shall provide the following with no cost to PEZA:

- |   |                 |         |
|---|-----------------|---------|
| a. Metal Detectors  |                 | 5 pcs.  |
| b. Truncheons, Shields and Helmet   |                 | 31 pcs. |
| c. Under Chassis View mirror  | 1 unit per gate | 6 pcs.  |
| d. Mega Phone   |                 | 2 pcs.  |
| e. Personal Protective Equipment (PPE) (face shield and face mask for COVID-19) |                 | 98 pcs  |

4. The Contractor must have or should establish a functional office within Cebu Province preferably within Lapu-lapu City to manage their Administrative and Operational support services and also a Help Assistance Desk.
5. The Contractor shall submit the following documents to PEZA-MEZ for each personnel:
  - a. Police and NBI Clearance
  - b. Medical Certificate (Fit to Work)
  - c. Drug Test Results (Twice a year, commencing on the first month of the contract implementation and without limiting possible surprise drug test).
6. All vehicles provided by the contractor must be roadworthy and registered in the Land Transportation Office (LTO).

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