



UNIVERSITY OF THE PHILIPPINES BAGUIO

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TERMS OF REFERENCE

PROJECT: PROCUREMENT OF NINE (9)-MONTH SECURITY SERVICES FOR UP BAGUIO

BID REFERENCE NUMBER: UPB-GOODS-2024-01

APPROVED BUDGET FOR THE CONTRACT: Php 7,250,000.00

I. PURPOSE

The University of the Philippines Baguio (UP Baguio) desires to receive bids for the Procurement of Nine (9) Month-Security Services with Bid Reference Number UPB-GOODS-2024-01 for the period 01 April 2024 to 01 January 2025.

II. MINIMUM QUALIFICATIONS REQUIRED

A. Experience in providing security services in one of the following entities:

- Universities
- Colleges
- Government Agencies
- Hospitals
- other public or private entities

B. Completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

III. GENERAL CONDITIONS OF THE CONTRACT

1. The AGENCY must provide Twenty-two (22) security guards for the period 01 April 2024 to 01 January 2025.
2. The AGENCY must remit all benefits of the security guards to SSS, PhilHealth, and PAG-IBIG.
3. The AGENCY must give the 13th-month pay to the security guards.
4. The AGENCY shall provide 24/7 Security Services by furnishing licensed and uniformed security guards with communication equipment, firearms, and ammunition to secure offices and other physical assets owned by UP BAGUIO, its personnel, and guests. The services shall include the provision of communication

and special protective devices and equipment, as well as the provision of security investigative and supervisory personnel.

5. The AGENCY must provide up-to-date security paraphernalia, adequate crowd control materials (as needed), F/As for all security guards, etc.
6. The AGENCY must have a retirement plan or separation plan for its security guards as prescribed by law.
7. The AGENCY must provide the following:
 - 16 Handheld Radios
 - 2 Under-chassis Mirror (Vehicle inspection)
 - 5 Luminous Traffic Vests with hand Gloves
 - 4 Metal Detectors
 - 9 Side Arms (At least 9mm cal.) with ammunition
 - 10 Rechargeable Spotlight/Flashlight
 - 1 Desktop Computer with printer
 - 22 Handcuffs
 - 22 Portable First Aid Kit
 - 22 Night Stick and Whistle
 - 22 Flashlights with batteries
 - 1 Vault for Depository Firearms
 - 22 Raincoats and Boots
 - 10 Umbrella (big)
 - 1 Digital Camera with 32GB DB Card
 - 2 Mega Phone
 - 2 Voice Recorder
 - 50 pieces of disposable face masks every month to each security guard
8. The AGENCY must have at least a 5-year track record and experience (past and present) in providing security services in at least two of the following:
 - Universities
 - Colleges
 - Government Agencies
 - Hospitals
 - other public or private entities
9. The AGENCY shall have an office located in Baguio City.
10. The AGENCY shall provide additional or reduce the number of guards/hours as may be directed by UP BAGUIO Administration through a written notice under the same terms, conditions, and rate of compensation set forth in the contract of service.
11. The AGENCY shall provide security guards who are well-trained, licensed (issued by PNP-SOSIA), physically and mentally fit as supported by updated medical certificate, and with valid NBI clearance.

12. The AGENCY shall notify UP BAGUIO in writing within seven (7) calendar days in all matters pertaining to the rotation, reassignment, suspension, and/or termination and imposition of disciplinary measures to erring security personnel and/or immediately terminate as circumstances warrant.
13. The AGENCY shall act on requests for replacement, reassignment and rotation within forty-eight hours (48 hours) upon receipt of the written notification from the UP BAGUIO administration.
14. The AGENCY shall hold the UP BAGUIO free from any action or liability arising from any claims of the security guards and other personnel deployed by the Security Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority shall be automatically adjusted in accordance with accounting and auditing rules and regulations and subject to the availability of savings and upon showing of actual payment made to their employees. There shall be no employer-employee relationship between the UP BAGUIO and the security guards and other personnel employed by the Security Agency.
15. The AGENCY shall be responsible for any loss or damage to UP BAGUIO properties and premises, provided that such properties are properly turned over to the agency or the guard on duty. Such loss or damage shall include those caused by fortuitous events such as fire, earthquakes, typhoons, war, and rebellion. Proper turnover shall mean a complete inventory of all property accountabilities per office provided at the outset and the ocular succeeding occasions.
16. The AGENCY shall secure a Certificate of Acceptability of Work from the UP BAGUIO Office of the Vice Chancellor for Administration on a monthly basis as a requisite for processing of payments.
17. The AGENCY shall ensure payment of wages on a regular basis to be paid not later than seven (7) working days after each cut-off per month in accordance with the minimum wage law and/or provisions of the Labor Code and its implementing rules and regulations.
18. The AGENCY shall submit monthly to UP BAGUIO, a list of security personnel with their assigned post for the purpose of monitoring shift rotations and supervisions by the UP BAGUIO.
19. The AGENCY shall at the end of the contract period, turn over to UP BAGUIO all property accountabilities and any amount of damages or property losses shall be deducted from the collectible amount due to the AGENCY.
20. The AGENCY shall hold UP BAGUIO free from any liability from acts of its security guards which caused damage of whatever type to UP BAGUIO employees and properties or to any third party and their properties.
21. The AGENCY shall at all times maintain peace and order within the UP BAGUIO premises and shall fulfill other security-related tasks that may be assigned by the

responsible officers of the UP BAGUIO such as inspection of incoming and outgoing vehicles, bags, and packages.

22. The AGENCY shall subject its security personnel to drug, alcohol, or other related tests from government-accredited testing centers annually.
23. The AGENCY shall fill up accurately the Cost Distribution hereto attached as Annex A.

IV. SPECIAL CONDITIONS OF THE CONTRACT

1. The AGENCY shall provide Twenty-two (22) licensed, qualified, and uniformed security guards with authorized and licensed firearms at the prescribed buildings within the UP BAGUIO premises, to guard and protect from injuries, damages, and losses of whatever nature, extent, or description through assault, trespass, arson, theft, robbery, mischief or any unlawful or negligent act, the said buildings, the faculty, students, personnel, visitors, and properties located therein and all the cars parked in the premises; Provided that the number of security guards may be increased or decreased by mutual written agreement of the parties, depending upon the security requirements of UP BAGUIO, Provided further that the AGENCY shall have a pool of available reserve guards to ensure the presence of adequate relievers whenever the need arises.

1.a. The AGENCY shall adopt a guarding scheme with working shifts of twelve (12) hours each, deploying Twenty-two (22) security guards, in accordance with the following schedules:

| POST | 1 st SHIFT | 2 nd SHIFT | SINGLE POST | | |
|------------------------------------------------|-----------------------|-----------------------|-----------------|-----------------|-----------------|
| | 07:00AM-07:00PM | 07:00PM-07:00AM | 07:00AM-07:00PM | 07:00PM-07:00AM | 09:00AM-09:00PM |
| Roving (Officer-in-Charge/ Security-in-Charge) | 1 Male | 1 Male | | | |
| Gate 1 Main Entrance | 1 Female | 1 Male | | | |
| Gate 2 (Library) | 1 Female | 1 Male | | | |
| Gate 3 (CSS Building) | 1 Male | 1 Male | | | |
| HKP Bldg. | 1 Male | 1 Male | | | |
| Residence Hall/ Walk Up | 1 Female | 1 Female | | | |
| UP Balay | 1 Male | 1 Male | | | |
| UP Balay & Dorm Roving | 1 Male | 1 Male | | | |
| Gate 1 (Car Inspection) | | | 1 Male | | |

| | | | | | |
|------------------------------------------|----------|----------|-------------|-----------|-----------|
| Kolehiyo de Agham/ Sarmiento/ Canteen | | | | 1 Male | |
| Security Office/ Reception | | | 1 Female | | |
| Traffic/ Parking | | | 1 Male | | |
| Museo Kordilyera | | | 1 Male | | |
| CAC Building | | | | | 1 Male |
| Total Number of Guards | 8 | 8 | 4 | 1 | 1 |

1.b. The AGENCY shall deploy Nine (9) security guards during the turn-over of post on 01 April 2024 in accordance with the following post and schedules:

| Post | Time | No. of Hours |
|------------------------------------|---------------|---------------------|
| Security Office/ Reception/ Roving | 0001H – 0700H | 7 |
| Main Entrance / Gate 1 | 0001H – 0700H | 7 |
| Library / Gate 2 | 0001H – 0700H | 7 |
| CSS / Gate 3 | 0001H – 0700H | 7 |
| HKP | 0001H – 0700H | 7 |
| Residence Hall / Walk-up | 0001H – 0700H | 7 |
| UP Balay | 0001H – 0700H | 7 |
| UP Balay / Dorm Roving | 0001H – 0700H | 7 |
| Sarmiento / Canteen / KA | 0001H – 0700H | 7 |

1.c. The AGENCY shall deploy Nine (9) security guards during the turn-over of post (out-going) on 31 December 2024 in accordance with the following post and schedules:

| Post | Time | No. of Hours |
|------------------------------------|---------------|---------------------|
| Security Office/ Reception/ Roving | 1900H – 2400H | 5 |
| Main Entrance / Gate 1 | 1900H – 2400H | 5 |
| Library / Gate 2 | 1900H – 2400H | 5 |
| CSS / Gate 3 | 1900H – 2400H | 5 |
| HKP | 1900H – 2400H | 5 |
| Residence Hall / Walk-up | 1900H – 2400H | 5 |
| UP Balay | 1900H – 2400H | 5 |
| UP Balay / Dorm Roving | 1900H – 2400H | 5 |
| Sarmiento / Canteen / KA | 1900H – 2400H | 5 |

2. The following documents as incorporated hereto and shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Cost Distribution;
 - b. List of Buildings;
 - c. the Supplier's Bid;
 - d. the Schedule of Requirements;
 - e. Standard Operating Procedures;
 - f. Supplemental Condition.

3. The AGENCY shall assign duly licensed security guards who, before discharging their duties as such, shall submit to UP BAGUIO, 201 files to include the following documents:
 - a. Clearances from the NBI, PNP and Fiscal certifying that their guards have no criminal/ derogatory record, have not been convicted of any offense, and have no pending cases against them;
 - b. Medical certification from a government physician certifying the physical fitness of their guards;
 - c. Neuro-psychiatric test conducted by a government physician showing the mental and emotional health of the guards;
 - d. Certificate from the Barangay Captain of the barangay where their guards are presently residing attesting that they are of good moral character, courteous, honest and not addicted to drugs or any narcotics and not alcoholics;
 - e. Certificate from the agency that their guards are of good moral character, courteous, honest and not addicted to drugs or any narcotics and alcohol;
 - f. Certification from the previous employer of the guards that the latter have not been dishonorably discharged/ separated or forced to resign for questionable behavior;
 - g. Original and photocopy of their guard's respective licenses and the serial numbers of their firearms.
4. The UP BAGUIO shall have the right to ask for, and the AGENCY shall be bound to immediately furnish security guards other than the ones actually assigned to the premises if for any reason the security guards so assigned become unacceptable to the UP BAGUIO.
5. The AGENCY shall be responsible for the supervision and control of its security guards and other personnel assigned to the UP BAGUIO. The AGENCY hereby warrants its faithful compliance with its obligations as the employer of such security guards or personnel. The UP BAGUIO shall not in any way be held responsible or be liable for any claim or damages, or injury or death arising from, or suffered by such security guards or personnel, occurring in the course of the performance of their duties and/or functions. In this regard, the AGENCY shall maintain and keep the UP BAGUIO free and harmless from any liability or charges imposed upon the AGENCY for violation of the New Labor Code, its amendments or any law or ordinance, and in proper cases, indemnify the UP BAGUIO for any liability or charge imposed or sought to be imposed upon the UP BAGUIO by reason of its Contract with the AGENCY. It shall likewise keep the UP BAGUIO free from all claims, demands, suits, judgments, including costs and expenses arising out of or by reason of injury or damage to property or injury or death of persons due to the operations of the AGENCY.
6. The AGENCY shall inform and make its security guards aware of their general and specific instructions, and orient them on UP BAGUIO policies, and the rules and regulations of their respective areas of assignment.
7. The UP BAGUIO, through the UP Baguio Security Office shall supervise and monitor the actual delivery of security services by such security guards and personnel at their assigned posts. For this purpose, the AGENCY hereby recognizes

the right of the UP BAGUIO to dialogue and meet with the security guards and other personnel.

The UP Baguio Vice Chancellor for Administration shall direct the UP Baguio Security Office to submit a report of its monitoring of the AGENCY every 15th and 30th of the month to the Office of the Chancellor, providing copies thereof to the Office of the Vice Chancellor for Administration.

8. The AGENCY shall at its own expense, make daily and periodic inspections of the guards assigned to the UP BAGUIO'S premises and shall exercise discipline, control, supervision and administration over the security guards or personnel assigned to the UP BAGUIO in accordance with R.A. 5487 otherwise known as the "Private Security Agency Law". The UP BAGUIO or its authorized official shall have the right to inspect security guards or personnel of the AGENCY assigned to the UP BAGUIO with the purpose of determining the acceptability of the services rendered by the AGENCY to the UP BAGUIO. It is expressly agreed and understood that UP BAGUIO may, at any time, request the immediate replacement of any or all of the AGENCY's security guards or personnel assigned to UP BAGUIO for justifiable reasons.
9. The UP BAGUIO, through the Office of the Vice Chancellor for Administration, shall conduct a monthly evaluation of the performance of the security guards. The report of the Office of the Vice Chancellor for Administration shall include, but not be limited to, the following matters:
 - a. Deployment and performance of AGENCY personnel;
 - b. Problems incurred and suggested solutions;
 - c. Agency's compliance with the provisions of this contract.

The Office of the Vice Chancellor for Administration shall collate and analyze all monthly reports from the OIC of the UP Baguio Security Office and rate the overall performance of the AGENCY as "Very Good", "Good", "Fair", or "Poor" for the purpose stated in Section 22 of this Contract.

10. Security guards shall be hired by the AGENCY itself, and this Contract shall not be deemed in any way to constitute a Contract of Employment between the UP BAGUIO and any of the security guards hired by the AGENCY, but merely as a contract specifying the conditions under which the AGENCY shall render services to the UP Baguio, and nothing herein contained shall be construed as constituting a partnership or joint venture between the AGENCY and the UP BAGUIO, and the AGENCY shall in all respects be deemed to perform the functions here under as an Independent Contractor. The AGENCY shall equip and provide each security guard, who must always be in proper uniform, with a handcuff, portable first aid kit, nightstick, whistle, flashlight with batteries, and other equipment that might be needed for security purposes at all times. At least one security guard per building shall be equipped with a serviceable licensed firearm.
11. As a precondition to this contract, the AGENCY is responsible for informing all its security guards of the UP Baguio Rules and Regulations which they are expected to observe at all times. The Rules and Regulations is hereby attached as the

Standard Operating Procedures on Agency Guards. The security guards assigned to UP BAGUIO based on this Contract must attend the Anti-Sexual Harassment Orientation within three (3) weeks from the date of the Notice of Award.

12. The AGENCY shall be liable, jointly and severally with its security guards, to the UP BAGUIO or to any person mentioned in Section 1 hereof for any injury or damage suffered by them, or for any damage to, or loss of property, during the time of security coverage of the building and their immediate premises due to assault, arson, theft, robbery, mischief, or any unlawful or negligent act.

On the basis of the investigation conducted by the Office of the Vice Chancellor for Administration with the AGENCY, represented by its duly authorized representative, the Office of the Vice Chancellor for Administration shall determine if the guard(s) of the AGENCY, or the AGENCY itself was at fault, or negligent, or did not exercise the due diligence required under the circumstances to prevent or minimize injury to persons or damage to or loss of property.

In this regard, it shall be the duty of the Office of the Vice Chancellor for Administration to gather and submit to the UP Baguio Legal Office all the necessary documentary evidence to support a finding of negligence, if warranted, on the part of the AGENCY. The report of the Office of the Vice Chancellor for Administration involving injury to persons or damage to or loss of property, within the scope of the AGENCY's responsibilities, must be submitted to the UP Baguio Legal Office not later than twenty-four (24) hours after the termination of each investigation.

The findings of the UP Baguio Legal Office shall bind the AGENCY unless the latter appeals the same to the Office of the Chancellor within a period of ten (10) days from the time it is notified. The decision of the Chancellor shall be final and unappealable for the purpose of fixing responsibility for the injury, damage, or loss.

13. The AGENCY shall not be liable for losses and/or damages due to the following:
 - a. Fortuitous events/force majeure beyond the control of the guards to prevent fire, storm, flood, earthquake, acts of public enemy, war, rebellion, insurrection, acts of God, or the order of any court or regulatory or arbitral body of component jurisdiction; and
 - b. Orders of the duly authorized official or representative of the UP BAGUIO beyond the scope of this Contract.
14. The AGENCY hereby constitutes the UP Baguio Cashier's Office as its Attorney-in-Fact for the purpose of withholding such amount owing to the AGENCY as might be sufficient to satisfy its liability to the UP BAGUIO and/or persons as determined in paragraphs 5, 12, and 21. For this purpose, it shall be the duty of the Office of the Vice Chancellor for Administration to advise the UP Baguio Accounting Office of any reported injury to persons, damage to, or loss of property within twenty-four (24) hours after taking cognizance thereof, copies furnished to the UP Baguio Cashier's Office, the Office of the Chancellor, UP Baguio Legal Office, and the AGENCY.

15. The foregoing stipulations notwithstanding, the AGENCY undertakes that its guards shall faithfully perform such other duties and responsibilities communicated to it in writing which the UP BAGUIO may require.
16. The AGENCY shall assume full and exclusive obligation to pay on time the wages of the security guards assigned to the UP BAGUIO under this Contract, including claims and other compensation as may be legally due said security guards, it being understood that the security guards are not employees of the UP BAGUIO but that of the AGENCY. The AGENCY hereby expressly agrees to absolve the UP BAGUIO from any liability arising from any present or future labor case involving any of its security guards in the performance of his/her functions of whatever nature pursuant to this Contract, as the same shall be fully assumed solely and exclusively by the AGENCY.
17. The UP BAGUIO, through the Office of the Vice Chancellor for Administration, may at any time during the effectivity of this CONTRACT require the AGENCY to replace any security guards assigned by virtue of this Contract, and the AGENCY shall comply therewith within twenty-four (24) hours from notice.
18. For and in consideration of the services and responsibilities fully and absolutely assumed by the AGENCY under this contract, the UP BAGUIO shall pay the AGENCY the contract amount, subject to adjustment if there are new government issuance in mandatory contributions, for a total of Twenty-two (22) security guards based on the Cost Distribution indicated in the agency's proposal attached hereto as Annex "A" and made an integral part hereof. The aforesaid amount shall be payable at the end of each month, subject to the usual government accounting and auditing rules and regulations; Provided that all taxes due the Government shall be borne by the AGENCY; Provided further, that should the UP BAGUIO desire to increase the number of guards in excess of that stipulated herein any time before the expiration of this contract, the rate per guard per month shall be the same as the corresponding rate previously specified herein. In the event of a government-mandated increase in wages during the effectivity of this Contract, the contract price may be increased accordingly by an amount not exceeding the additional wages and benefits required by the law. The same shall be implemented only when funds allocated and appropriated for the purpose are available.

In addition to the salary of the guards that will be assigned to the UP BAGUIO, the AGENCY will provide "add-ons" to the guards at no extra cost to the University as embodied in the Contract

19. As a pre-condition for any payment by the UP BAGUIO to the AGENCY under this contract, the latter shall submit to the Office of the Vice Chancellor for Administration official certifications from the appropriate government institutions concerned that the AGENCY has duly paid for SSS, Philhealth, PAG-IBIG and other benefits of its employees under existing laws and regulations. It shall also submit a certification that each security guard or employee assigned to the UP BAGUIO has duly received the corresponding wages and other compensation due them as provided by law. The payroll of the security guards assigned to the UP

BAGUIO with the corresponding signatures indicating periods of time actually rendered as service must also be attached to said certification.

Failure of the AGENCY to submit the above-mentioned certifications earlier than five (5) days prior to the date of payment by the UP BAGUIO as provided under this Contract shall be considered a violation of the terms and conditions of this contract and shall give the UP BAGUIO the right to unilaterally rescind, revoke or terminate this contract, or withhold payment to the AGENCY until the latter shall have complied with the provision.

If any of the above-mentioned certifications are found to have forged signatures or fictitious names of the guards currently assigned to the subject premises within the UP BAGUIO campus, then the same shall likewise be considered a serious breach of this contract, which shall warrant the immediate rescission or pre-termination thereof, without prejudice to the taking of whatever other legal actions, sanctions or remedies are available to the UP BAGUIO under the law.

20. The Standard Operating Procedure on Agency Guards and Supplemental Conditions shall form part of this Contract and shall be observed by both parties.
21. Violation of any or all of the above terms and conditions shall give the UP BAGUIO the right to rescind, revoke, or pre-terminate this Contract, without prejudice to the filing by the UP BAGUIO of the appropriate court action as warranted by the circumstances.
22. This Contract may also be pre-terminated if the AGENCY receives an overall rating below "Good", as defined in Section 9 hereof, twice during the entire contract period.
23. In case of termination or pre-termination of this Contract for any of the reasons cited in the preceding sections, the UP BAGUIO shall serve a written notice to the AGENCY within fifteen (15) days before the intended date of pre-termination.
24. The AGENCY hereby commits to vacate the premises upon the termination or pre-termination of this Contract, and to peacefully turn over the premises to the incoming security agency that the UP BAGUIO will choose pursuant to government auditing and accounting rules and regulations. For this purpose, the AGENCY hereby designates the UP BAGUIO as its Attorney-in-Fact to effectuate the aforesaid purpose expressly.
25. This Contract shall be effective from 12:01 a.m. of 01 April 2024 to 12:00 midnight of 31 December 2024. The UP Baguio may extend the duration or effectivity of an ongoing contract about to expire under the conditions stated in Appendix 24 of the updated 2016 Revised IRR of RA 9184 and GPPB Resolution No. 06-2022.
26. The AGENCY shall conduct a pre-deployment meeting with the existing security service provider two (2) days before the effectivity of this contract to ensure a smooth turnover of duties and responsibilities.
27. In the event of any breach of the terms and conditions of this contract by the

AGENCY, or in case the UP BAGUIO is impleaded in any litigation, initiated or brought by any of the personnel of the AGENCY, or by any third party as a consequence of the acts of the AGENCY or its personnel and the UP BAGUIO is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial forum, the AGENCY, by way of attorney's fees, binds itself to pay the UP BAGUIO a sum equivalent to twenty-five percent (25%) of the total amount claimed, but in no case less than Ten Thousand Pesos (Php 10,000.00), aside from any and all damages and costs of litigation including other expenses to which the UP BAGUIO may be entitled under the law.

28. It is hereby understood that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be the proper courts in Baguio City only.
29. The failure of the UP BAGUIO to insist upon a strict performance of any of the terms, conditions, and covenants hereof, shall neither be deemed a relinquishment or waiver or any right or remedy that the UP BAGUIO may have, nor shall it be construed a waiver of any subsequent breach or default of the terms and conditions herein contained, which shall be deemed to remain in full force and effect.

V. STANDARD OPERATING PROCEDURES ON AGENCY GUARDS

1. Immediately upon receipt of notice that a Security Agency won the bidding, said agency shall submit to the UP Baguio Security Office the following documents:
 - a. Clearances from the NBI, PNP, police and fiscal certifying that their guards have no criminal/ derogatory record, have not been convicted of any offense, and have no pending cases against them;
 - b. Medical certificates from a government physician certifying the physical fitness of their guards;
 - c. Neuropsychiatric test conducted by a government physician showing the mental) emotional health of their guards;
 - d. Certification from the agency that their guards are of good moral character, courteous, honest, not addicted to drugs or any narcotics and alcoholic;
 - e. Certification from the Barangay Captain of the barangay where their guards are presently residing attesting that they are of good moral character, courteous, honest, not addicted to drugs or any narcotics and alcoholic;
 - f. Certification from the previous employer of the guards that the latter have not been dishonorably discharged/separated or forced to resign for questionable behavior;
 - g. Original and photocopy of their guards' respective licenses and serial numbers; and,
 - h. Policies, rules and regulations of the Agency.
2. The UP Baguio Security Office shall conduct the appropriate verification of the documents/clearances of each guard submitted by the Agency.
3. Whenever exigencies of the service so require, agency guards may be posted to their assigned areas of responsibility even while verification is ongoing as long as No. 4 is met and provided that whenever verification yielded negative results, the

Agency shall be held responsible.

4. Not later than open working day before effectivity of the contract, the Agency guards and their supervisors shall be requested to assemble at the UP Baguio Security Office Headquarters for briefing and general inspection.
5. The Agency guard supervisors shall regularly coordinate with the UP Baguio Security Office during their tour of duty.
6. The UP Baguio Security Office shall be furnished by the Agency guard supervisors with the following:
 - a. Guard schedules two working days before effectivity of each schedule;
 - b. Consolidated daily situation reports not later than 1000H every working day;
 - c. Others as may be directed by the Overseer of the UP Baguio Security Office.
7. The UP Baguio Security Office shall supervise the Agency guards. In case of the conflict between the Agency supervisor and the UP Baguio Security Office, the decision of the latter shall prevail.
8. Administrative briefings and inspections of Agency guards shall be conducted regularly by the UP Baguio Security Office on time and dates designated by the Officer-In-Charge of the Agency guards to achieve harmony of efforts between UP Baguio Security Office elements and the Agency guards.
9. Any of the UP Baguio Security Office, particularly those assigned to patrol and traffic may monitor the work performance of the Agency guards while in the course of their official duties. Specific tasks, however, shall be designated by the Officer-In-Charge of the agency guards upon approval of the UP Baguio Security Office.
10. The Officer-in-Charge of the Agency guards shall be responsible and accountable to the Overseer of the UP Baguio Security Office for the effective and regular supervision of the Agency guards. He/she shall perform such tasks as may be necessary to carry this out. In all instances, the UP Baguio Security Office shall bear in mind that it is in the best interest of the university for the UP Baguio Security Office and the Agency guards to have collaborative, and not confrontational relations.
11. Agency guards who commit any of the following offenses shall be immediately replaced, if after due investigation, they are found guilty.
 - a. Sleeping on post;
 - b. Abandonment of post;
 - c. Intoxication and use of prohibited drugs;
 - d. Prohibited compromise with the view of permitting offenders to escape arrest and punishment;
 - e. Disobedience or insubordination;
 - f. Intrigue against the UP Baguio in general and the UP Baguio Security Office in particular;
 - g. Discourtesy;

- h. Smoking inside the campus;
- i. Habitual absences, tardiness, and loafing while on duty;
- j. Violation of UP Baguio rules and regulations concerning Agency guards; and
- k. Other offenses punishable under the law and pertinent university rules and regulations.

No Agency guards shall report for duty in improper uniform, long hair, dirty shoes and buckles, untidy appearance and incomplete paraphernalia. Any Agency guard who commits any of these acts for the second time shall be recommended for replacement if found guilty after due investigation.

- 12. The Officer-in-Charge of the agency guards shall be provided, if available, an office space at the UP Baguio Security Office for his/her use and to ensure maximum coordination and effective supervision of Agency guards by the UP Baguio Security Office, supplies, materials, furniture and other office necessities of the supervisor/OIC shall be provided, however, by the Agency.
- 13. UP Baguio Police assigned to monitor and/or supervise the agency guards shall perform their tasks in the most professional manner and in no way shall allow their personal prejudices to influence their judgment.
- 14. The Agency guards shall assist the UP Baguio Police preserve peace and order, prevent the commission of crimes, protect life and property, and perform such other duties and responsibilities as specified in their contract with the university. In cases of detection and apprehension of suspects, reports coordination and turnover of suspects shall be effected immediately with the UP Baguio Police.
- 15. Violation of this SOP shall be reported to UP Baguio authorities for information and appropriate action.
- 16. This SOP may be amended and/or modified to achieve effective supervision of the Agency guards, carry out the letter and intent of the contract between the university and the security agency, and protect the best interest of the UP Baguio.

For information and strict compliance.

VI. SUPPLEMENTAL CONDITIONS

- 1. U.P. Baguio shall impose a fine of **Five Hundred Pesos Only (PhP 500.00)** for each and every offense/violation of its security guard of the following nature:
 - a. Sleeping while on duty;
 - b. Abandonment of post;
 - c. Intoxication;
 - d. Disobedience/ insubordination;
 - e. Discourtesy;
 - f. Habitual absence/tardiness;
 - g. Reporting to duty in improper uniform/ untidy appearance or with incomplete paraphernalia;

- h. Smoking inside the campus;
 - i. Straight Duty;
 - j. Other offenses punishable under the law as well as pertinent University rules and regulations
- 2. To provide additional security guards as requested by the UP Baguio during university activities shall be billed separately.

VII. BUDGETARY REQUIREMENTS

The funds necessary to implement the **Procurement of Nine (9) Month-Security Services for UP Baguio** for the period **01 April 2024 at 12:01 a.m. to 31 December 2024 at 12 midnight** is estimated at **Seven Million Two Hundred Fifty Thousand Pesos Only (PhP 7,250,00.00).**

VIII. COST DISTRIBUTION (see next page)

| Agency Estimate for Security Guards 0001H on 1 April 2024 - 2400H on 31 December 2024 | | | | 1st Shift | 2nd Shift | Single Posts (12 hours) | | | TOTAL |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------|----------------|---------------|------------|
| COST DISTRIBUTION | | | | 0700H-1900H | 1900H-0700H | 0700H-1900H | 1900H-0700H | 0900H-2100H | |
| | | | | 7:00AM-7:00 PM | 7:00PM-7:00 AM | 7:00AM-7:00 PM | 7:00PM-7:00 AM | 9:00AM-9:00PM | |
| | | | | 430.00 | 430.00 | 430.00 | 430.00 | 430.00 | |
| A | Equivalent Monthly Rate * | EEMR (Factor= 296.1 days) | | | | | | | |
| 1.1 | Ordinary Working days | | 219 | 94,170.00 | 94,170.00 | 94,170.00 | 94,170.00 | 94,170.00 | 470,850.00 |
| 1.2 | Regular Holidays | 7 regular holidays x 200% | 14 | 6,020.00 | 6,020.00 | 6,020.00 | 6,020.00 | 6,020.00 | 30,100.00 |
| 1.3 | Restdays | 39 rest days x 130% | 50.7 | 21,801.00 | 21,801.00 | 21,801.00 | 21,801.00 | 21,801.00 | 109,005.00 |
| 1.4 | Special Holidays | 10 special days x 130% | 13 | 5,590.00 | 5,590.00 | 5,590.00 | 5,590.00 | 5,590.00 | 27,950.00 |
| | Total for 9 months * | | 296.7 | 127,581.00 | 127,581.00 | 127,581.00 | 127,581.00 | 127,581.00 | 637,905.00 |
| | Equivalent Monthly Rate | Total/12 | | 14,175.67 | 14,175.67 | 14,175.67 | 14,175.67 | 14,175.67 | 70,878.33 |
| B | Overtime Pay | | | | | | | | |
| 2.1 | Ordinary Working days | additional 25% premium for overtime | 219 | 58,856.25 | 58,856.25 | 58,856.25 | 58,856.25 | 58,856.25 | 294,281.25 |
| 2.2 | Regular Holidays | additional 30% premium for overtime | 14 | 3,913.00 | 3,913.00 | 3,913.00 | 3,913.00 | 3,913.00 | 19,565.00 |
| 2.3 | Rest days | additional 30% premium for overtime | 50.7 | 14,170.65 | 14,170.65 | 14,170.65 | 14,170.65 | 14,170.65 | 70,853.25 |
| 2.4 | Special Holidays | additional 30% premium for overtime | 13 | 3,633.50 | 3,633.50 | 3,633.50 | 3,633.50 | 3,633.50 | 18,167.50 |
| | Total Overtime | | 296.7 | 8,952.60 | 8,952.60 | 8,952.60 | 8,952.60 | 8,952.60 | 44,763.00 |
| D | Total Basic Pay and Overtime | | | 23,128.27 | 23,128.27 | 23,128.27 | 23,128.27 | 23,128.27 | 115,641.33 |
| E | Night Shift Differential | | | | | | | | |
| 2.1 | Ordinary Working days | | | | 1,046.33 | | 1,046.33 | | 2,092.67 |
| 2.2 | Regular Holidays | | | | 66.89 | | 66.89 | | 133.78 |
| 2.3 | Rest days | | | | 242.23 | | 242.23 | | 484.47 |
| 2.4 | Special Holidays | | | | 62.11 | | 62.11 | | 124.22 |
| | Total Equivalent Monthly Night Shift Differential Pay | Sum of 2.1 to 2.4 | | | 1,417.57 | | 1,417.57 | | 2,835.13 |
| | Total | | | 23,128.27 | 24,545.83 | 23,128.27 | 24,545.83 | 23,128.27 | 118,476.47 |
| F | Other Benefits | | | | | | | | |
| 3.1 | 13th Month pay per month | (Daily Wage x 275/9)/9 | | 1,459.88 | 1,459.88 | 1,459.88 | 1,459.88 | 1,459.88 | 7,299.38 |
| 3.2 | 5-day Service Incentive Leave per month | (Daily Wage x 5 days)/12 | | 179.17 | 179.17 | 179.17 | 179.17 | 179.17 | 895.86 |
| 3.3 | Uniform Allowance | | | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 500.00 |
| 3.4 | Retirement Benefit | (Daily Wage x 22.5)/12. To be billed to UP Baguio if the SSC/PSA established a Retirement Plan and proof of deposit and payment to Retirement Trust Fund | | 806.25 | 806.25 | 806.25 | 806.25 | 806.25 | 4,031.25 |
| | Total Other Benefits | Sum of 3.1 to 3.4 | | 2,545.29 | 2,545.30 | 2,545.30 | 2,545.30 | 2,545.30 | 12,726.49 |
| G | TOTAL MONTHLY AMOUNT DIRECTLY TO SECURITY GUARDS | | | 25,673.56 | 27,091.13 | 25,673.56 | 27,091.13 | 25,673.56 | 131,202.95 |
| H | OTHER BENEFITS TO GOVERNMENT IN FAVOR OF SECURITY GUARD | | | Billings shall be adjusted based on the actual remittance to the government agency but not to exceed the total amount indicated herein for the 22 security guard. | | | | | |
| 4.1 | SSS Premium-Employer Share* | Following SSS Premium Contribution for CY 2024 | | 1,900.00 | 1,900.00 | 1,900.00 | 1,900.00 | 1,900.00 | 9,500.00 |
| 4.2 | Mandatory Provident Fund | | | 285.00 | 427.50 | 285.00 | 427.50 | 285.00 | 1,710.00 |
| 4.3 | SSS EC-Employer Share | | | 30.00 | 30.00 | 30.00 | 30.00 | 30.00 | 150.00 |
| 4.4 | PHILHEALTH-Employer Share* | 5% of Equivalent Monthly Rate/2 | | 354.39 | 354.39 | 354.39 | 354.39 | 354.39 | 1,771.96 |
| 4.5 | PAG-IBIG Employer Share | | | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 1,000.00 |
| 4.6 | Total Other benefits to Government and NGO in Favor of Security Guard | | | 2,769.39 | 2,911.89 | 2,769.39 | 2,911.89 | 2,769.39 | 14,131.96 |
| I | TOTAL AMOUNT TO SECURITY GUARD AND GOV'T | G + H (4.6) | | 28,442.95 | 30,003.02 | 28,442.95 | 30,003.02 | 28,442.95 | 145,334.90 |
| J | Required number of guards | | | 8 | 8 | 4 | 1 | 1 | 22 |
| K | Monthly Payment per shift | | | 227,543.61 | 240,024.17 | 113,771.82 | 30,003.02 | 28,442.95 | 639,785.58 |
| L | Administrative Fee | K x % (not less than 20% of H) | | | | | | | - |
| M | 12% VAT (Imposed on Administrative Fee only) | L x 12% | | | | | | | - |
| N | Total Cost for 22 guards per month | K + L + M | | | | | | | |
| O | Contract Period | | | 9 months | 9 months | 9 months | 9 months | 9 months | 9 months |
| P | Total cost for 22 guards for 9 months | N X 9 months | | - | - | - | - | - | - |

* Daily Wage and Other Benefits is subject to adjustment if there are new issuances from government oversight agencies. Billings shall be adjusted based on the actual remittance to the government agency but not to exceed the total amount indicated herein for the 22 security guard.

** Additional local and national holiday shall be billed separately.

*** Do not delete values from items A to K and O. Fill-up items L, M, N, and P only.

*** Rounding off Method: To round off the final total cost to two decimal places.