

## TERMS OF REFERENCE

### STANDARD OPERATING PROCEDURE OF SHS GUARDS MAIN CAMPUS, PALO, LEYTE

1. The **AGENCY** shall assign three (3) guards at the premises of the School of Health Sciences, Palo, Leyte whose tour of duty shall be distributed in three (3) shifts, one (1) guard per shift from 7:00am to 3:00pm; from 3:00pm to 11:00pm and from 11:00pm to 7:00am and one (1) day shift guard whose tour of duty is from 7:30am to 3:30pm who will be assigned in the Sagip Kapamilya Building, UPV Tacloban Campus everyday, including Saturdays, Sundays and holidays, to fully and adequately guard and protect from injuries, damages & losses of whatever nature, extent or description through assault, trespass, arson, theft, robbery, mischief or other unlawful acts or negligence in all SHS buildings, including the Sagip Kapamilya Building inside the UPV, Tacloban Campus, the faculty, personnel, visitors and properties located therein, as well as all the authorized vehicles parked in the premises; provided that the number and assignment of guards may, upon one day notice, be increased or reduced by the **UP MANILA** through the office of the Dean, SHS, provided further that the **UP MANILA** shall have a pool of reserve guards to ensure the presence of adequate relievers whenever the need arises; provided finally, that the **UP MANILA** shall assign a minimum number of female guards in areas where their performance are desired by the **UP MANILA**.
2. The **UP MANILA** may, when the need arises require for additional guards to be posted in the school campus.
3. The **AGENCY** shall assign to the School of Health Sciences premises security guards with the following minimum personal qualifications, to wit:
  - a) Filipino citizen with good moral character;
  - b) Not less than 21-years of age nor more than 45 years old;
  - c) At least 5 feet 5 inches for male and 5 feet 2 inches for female;
  - d) Preferably ex-military serviceman, criminology and related degree holder or 2 years college with adequate experience and mentally fit;
  - e) Physically and mentally fit;
  - f) With ability to communicate in English, oral or written;
  - g) Well-screened, trained and equipped with license to exercise profession.
4. The **UP MANILA** faculty, personnel and visitors are authorized to park their vehicles within the premises of UP MANILA – School of Health Sciences.



5. The **AGENCY** shall be responsible for informing and making its security guards aware of their general and specific instructions. In matters of **UP MANILA** policies, the **AGENCY** shall likewise be responsible for orienting its security guards on these rules and regulations in their respective areas of responsibility.
6. In no case shall a guard be allowed to resort to "moonlighting activities."
7. The **AGENCY** shall equip and provide each security guard on duty, who must always be in proper uniform, with serviceable licensed firearms, flashlight, club, whistle and other equipment needed in the discharge of their functions. A minimum of one (1) firearm per shift assigned to UP Manila – SHS shall always be ensured. This means that the security guard in any of the three (3) shifts is completely equipped and armed.
8. The **AGENCY** shall, in the performance of its security services, provided the following minimum number and type of equipment:
  - A. Fire Arms
    1. One (1) 9mm hand pistol daytime each in UPM-SHS Tacloban and UPM-SHS Palo campus
    2. One (1) shotgun for night-time duty
  - B. Ammunition

Two (2) magazines each
9. The security guards assigned shall be under the joint supervision of the **AGENCY** and the Office of the Dean, **UP Manila - School of Health Sciences, Palo, Leyte**; Provided that in case of conflict between the two, the decision of the **UP Manila – SHS Dean** shall prevail.
10. The **UP MANILA**, through the Office of the Dean, **UPM-SHS** may at any time during the effectivity of this contract, require the **AGENCY** to replace any security guard assigned by virtue of this Contract and the **AGENCY** shall comply therewith within twenty – four (24) hours from Notice, whether oral or written.
11. The **AGENCY** shall, jointly and severally with its guards, be liable to the **UP MANILA** or to any protected person or persons as abovestated, or to any other third person, for any tortuous or criminal act, or any injury to persons, or damage or loss of property during the time of security coverage of the buildings and their immediate premises and/or the tour of duty of the assigned guards, arising from assault, arson, theft, robbery, mischief or other unlawful acts, or due to negligence.
12. The **UP MANILA** through the Office of the Dean, **UPM-SHS** shall arrange regular meetings with the **AGENCY** for any problems or disputes that may arise pertaining to the performance of security guards assigned thereat.





13. The **AGENCY** undertakes to pay the salaries of its security guards on time without any delay, Vales and other cash advance for the valid needs of the detachment and its security personnel shall be provided by it.
14. On the basis of the records of the investigation conducted by the **UP MANILA** Legal Office shall determine if the guard of the **AGENCY** itself, was a fault or negligent or did not exercise due diligence required under the circumstances to prevent or minimize injury or damage to or loss of property.

In this regard, it shall be the duty of the Office of the Dean, **UPM-SHS** to gather and submit to the **UP MANILA** Legal Office all the necessary evidence, such as but not limited to affidavits, statements, photographs and such other documentary evidence as well as real evidence, in the course of the investigation to support a finding of negligence, if warranted, on the part of the guards or the **AGENCY**. The report of the Office of the Dean, **UPM-SHS** involving injury to persons or damage to, or loss of, property within the scope of the **AGENCY'S** responsibility, must be submitted to the **UP MANILA** Legal Office within seventy-two (72) hours after the termination of each investigation.

15. The findings of the **UP MANILA** Legal Office shall bind the **AGENCY**, unless the latter appeals therefrom to the Chancellor of **UP MANILA** within inextendible period of ten (10) days from the time that 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 imputable to the **AGENCY**.
16. In case of interruption or failure by the **AGENCY** to render service mandated by this Contract for any cause or causes not attributable to the **UP MANILA**, the **UP MANILA** may retain the services of another security agency and the **AGENCY** shall pay any excess in contract price, without prejudice to whatever other legal remedies the **UP MANILA** may initiate against the **AGENCY**, either under this Contract, or pursuant to law.
17. The foregoing stipulations notwithstanding, the **AGENCY** undertakes that its guards shall faithfully perform such other duties and responsibilities which the **UP MANILA** or heads of offices included in the buildings and areas to be guarded may require in writing; Provided that, the **AGENCY** shall be furnished with a written statement of such additional duties and responsibilities copy furnished the office of the Dean, **UPM-SHS**, Office of the Chancellor and the **UP MANILA** Legal Office, at least five (5) days before actual implementation.
18. The **UP MANILA**, through the Office of the Dean, **UPM-SHS**, may at any time during the effectivity of this Contract, requires the **AGENCY** to replace any security guard assigned by virtue of this Contract and **AGENCY** shall comply therewith within twenty-four (24) hours from notice, whether oral or written.



19. Violation of any or all of the above terms and conditions by the AGENCY shall give the **UP MANILA** the right to unilaterally rescind, revoke, or terminate this Contract, including the forfeiture of bond(s), without prejudice to any other legal remedies the **UP MANILA** may initiate.
20. This Contract shall be effective for a period of twelve (12) months starting from **April 01, 2018 until March 31, 2019**, unless sooner terminated by the **UP MANILA** for valid cause through written notice thirty (30) days prior to the intended dated of termination. The initial three (3) months of this Contract shall be evaluated, and every quarter thereafter, and an unfavorable results or unsatisfactory performance rating shall be sufficient ground for a unilateral termination by the **UP MANILA** of this Contract.
21. Other terms/conditions stipulated in the contract shall be faithfully observed by both parties at all times.

SALVADOR ISIDRO ~~B. DESTURA~~, MD, MPH

*Dean*