

TERMS OF REFERENCE (TOR)
OUTSOURCING SECURITY SERVICES
FOR THE PROVINCIAL HOSPITALS, PUBLIC HEALTH OFFICE,
MEDICAL ARTS BUILDING, DIALYSIS CLINIC (including Satellite
Hospitals)

I. BACKGROUND

The Provincial hospital of Cavite encountered several security problems such as robbery, theft, absconding patients and other unlawful act committed within the hospital premises. The existing number of employed security guards will not suffice the entire hospitals. The Provincial Government resorts to outsourcing because it entails lesser expenses in terms of employing additional security guards, training expenses and purchase of equipment such as firearms, ammunition and other security gadgets. This will be done through competitive bidding.

II. OBJECTIVE

1. MAIN OBJECTIVE

1.1 To meet the outsourcing requirements for Security services of the Provincial Hospitals, Public Health Office, Medical Arts Building and Dialysis Extension Clinic (including Satellite Hospitals) with a Specialized Service Provider.

2. SPECIFIC OBJECTIVES

2.1 To establish a partnership with a Service Provider who has the capacity, expertise and resources necessary to carry out the Security services required by the Provincial Government of Cavite (PGC) for the Provincial Hospitals, Public Health Office, Medical Arts Building and Dialysis Extension Clinic (including Satellite Hospitals).

2.2 To ensure the safety and security of all patients dealing with the Provincial Hospitals as well as all employees that serves the clients within the hospital.

III. MINIMUM QUALIFICATION OF BIDDER

1. Shall have an experience of having completed at least one (1) contract that similar to the service to be bid;
2. Shall have the financial capability to advance expenses (e.g. wages, overtime, additional benefits) of personnel in relation to their assignment for at least two (2) months.
3. Shall capable of providing manpower as required by hospital.

IV. PROVISIONS

1. That the "outsourced security service unit" shall provide the hospital of security services for twenty four (24) hours daily;
2. That the "outsourced security service unit" shall provide qualified, licensed, bonded, uniformed, trained and equipped security guard and a reliever whose tour of duty is Twelve (12) hours daily, for twenty four (24) hours including Saturdays, Sundays and Holidays;

3. That the "outsourced security service unit shall man the necessary number of guards post required by the hospital during the time and place. The Hospital may impose additional work related, necessary and incidental to the performance of the services when exigency of the service so requires or when the security situations demands;
4. That the "outsourced security service unit" assigned guard shall be responsible in providing "Hospital" report of any untoward incident during the tour of duty;
5. **Provision on Loss or Damage of Hospital's properties or assets:**
 - That the "outsourced security service unit" shall assume full responsibility for the loss or damage that may occur by its assigned guards to the Hospital's assets, properties while in the performance of their duties as watch guards provided that the said loss or damage can be attributed to act, omission, direct negligence or fault of the guard;
6. **Provision on Absconded Patients:**
 - That the "Outsourced security service unit shall be liable on the Unpaid bills of absconded patients in the following instances:
 - a. If endorsed to the Guard on Duty by the Social Worker or Nurse to be included in the watch list or;
 - b. If due to negligence on the part of the Security Guard and;
 - c. If released by the Security Guard on Duty even without approved discharge notice duly signed by the authorized personnel.
7. **Provision in accordance with Philhealth Circular No. 17s 2006:**
 1. That the "outsourced security service unit" is the hospital service extension and that it will provide the client the quality of service and safety measures at all times;
 2. That the "outsourced security service unit" shall be responsible for any untoward incident that may occur during the provision of the service;
 3. That the Hospital shall acknowledge the Philhealth right to inspect the "outsourced security service unit" including pertinent records for validation of conformity to the requirement of Philhealth and;
 4. That the "outsourced security service unit" shall secure Sanitary Permit, Business Permit, License to operate and other documents needed for their operation and;
8. That the "Hospital" shall provide safety storage within its premises for the "outsourced security service unit" use free of charge;
9. That the Hospital shall provide the "outsourced security service unit" a space or locker room where its personnel can use it for keeping their personal things and for taking their time off during break hours;
10. **Provision on Personnel:**
 1. That there shall be no employee-employer relationship between the agency and the provincial and hospital management and the "outsource security service unit" shall exercise absolute and sole disciplinary authority over their employee and shall be responsible for the proper performance of their duties;
 2. That the "outsourced security service unit" shall acknowledge that no authority has been conferred upon to hire any person in behalf of the hospital and that the person to be assigned to perform the services are not employees of the hospital and are not in any way or manner connected with or related to the hospital;

3. That the hospital is free from any liability arising out of any accidents that may befall the agency employees while performing their duties at the hospital premises as well as for any labor claims which the agency employees may file against the hospital;

4. That the "outsourced security service unit" shall be responsible for the wages or salaries of its workers and personnel, as well as all benefits, premiums and protection in accordance with the provision of the Labor Code and other competent authorities, assuming all responsibility thereof;

5. That the personnel assigned by the "outsourced security service unit" must be healthy/fully immunized (Hepa A, Flu Vaccine, COVID 19 vaccine) not found positive in drug test, competent, well experienced for the general services and of good moral character, Hence their medical certificates and barangay or police clearance must be submitted to the hospital management with 2x2 pictures for its files and reference purposes;

6. That the "outsourced security service unit" will provide the necessary Personal Protective Equipment (PPE's) for their employees assigned in the premises of the hospital;

7. That the "outsourced security service unit" shall provide uniform and identification card (ID) to all personnel assigned to the premises of the hospital;

8. That the employees of the "outsourced security service unit" are subject to security measures imposed by the hospital and shall comply with all its rules and regulations;

9. That the "outsourced security service unit" shall be responsible for the acts and omissions of its employees and shall hold the hospital free and harmless against all claims and expenses arising out of damages and injuries incurred by said employees to the third persons;

10. That the employees of the "outsourced security service unit" when not in duty shall not be allowed to stay within the hospital premises and they are also unauthorized to use hospital utilities such as water, electricity among others for personal use.

11. That the "outsourced security service unit" shall assign its own supervisor or coordinator to oversee the works to be performed by its employee and;

12. That the Hospital may request for immediate replacement of any employee assigned for incompetence, absenteeism, tardiness, dishonesty, discourtesy and lack of integrity or whose continued presence or services may be prejudicial to the interest of the Hospital.

11. Provision on monitoring

1. That the "outsourced security service unit" shall allow the hospital through its authorized representative, the right to conduct periodic physical inspection for control in carrying out hospital policies and procedures and to ensure compliance by the "outsourced security service unit" in terms of coordination, the supervision and management of the special existing programs still under the hospital:

- a. Hospital Ecological Waste
- b. Infection Control
- c. Quality Improvement Program
- d. 5's
- e. ISO accreditation

12. That the "outsourced security service unit" shall make necessary action on the feedback from "Hospital" clients and patients.
13. That the "outsourced security service unit" is required to attend the monthly meeting conducted by the hospital to all "outsourced service unit";
14. That the hospital will conduct quarterly evaluation for the performance of the "outsourced security service provider and;
15. That the hospital has the authority to recommend termination of contract for non-compliance with enclosed provision after thorough monitoring and evaluation.

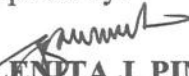
V. PAYMENT

1. That the "Outsource security service unit" corresponding to the services performed will submit Statement of Account and other supporting papers needed to facilitate payment at the rate based on the approved contract, every end of the month;
2. That the "Hospital" will prepare voucher for payment;
3. That the Provincial Government shall process payment and prepare check payable to the "Outsource security service unit".

VI. EFFECTIVITY

1. That the "Outsourced security service unit shall start to deliver service as stated in the Contract prepared by the Provincial Government of Cavite through the General Service Office and Bids and Awards Committee.


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