



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

TERMS OF REFERENCE
PROCUREMENT OF SECURITY SERVICES FOR THE MARINA CENTRAL
OFFICE AND ITS SATELLITE OFFICES FOR FY 2024

I. BACKGROUND

The **Maritime Industry Authority (MARINA)** seeks security services from a private entity to ensure safety and prevent unauthorized access theft, robbery, pilferage, sabotage, and other illegal acts at its Central Office and satellite offices. The scope includes safeguarding personnel, visitors, and stakeholders. MARINA invites qualified security agencies to submit bids for its 2024 security service requirements.

MARINA's purpose in extending this invitation is to encourage interested and qualified SECURITY AGENCIES to submit bids specifically tailored to meet the security service requirements outlined by MARINA for the calendar year 2024.

II. APPROVED BUDGET FOR THE CONTRACT (ABC)

1. Funds for this endeavor shall be sourced from MARINA's General Appropriations Act (GAA) for CY 2024.
2. The total ABC for the project is **TEN MILLION, FOUR HUNDRED SEVENTEEN THOUSAND PESOS (P10,417,000.00)** inclusive of all government taxes, other fees and charges.

III. CONTRACT PERIOD

The contract period shall be for ten (10) months, March to December 2024 effective seven (7) calendar days after the issuance of the Notice to Proceed (NTP). The NTP will be issued at least two weeks before the contract ends, unless terminated by the Contractor in accordance with the contract.

IV. SCOPE OF SERVICE

1. Provision of 24-hour security services to the MARINA at its establishment and its extension offices located hereunder;

Location	No. of Personnel
a. A. Bonifacio Drive corner 20th Street, Port Area, Manila	21
b. SM Manila -Concepcion corner Arroceros St., San Marcelino, Ermita, Manila	2
c. POEA- ground floor, Ortigas, Pasig	1
Total	24

2. The Security Service Agency shall assign twenty-four (24) security personnel, consisting of twenty-three (23) Security Guards and one (1) Security Officer.
3. The Security Personnel assigned shall render 12 hours of security service per shift daily to adequately guard and protect MARINA properties, premises, personnel, and clients around and within MARINA's premises, extension offices, and parking areas;
4. Security Services
 - a. The Security Agency shall provide high-standard and quality service through qualified, licensed and bonded uniformed security guards. These guards shall be highly trained and armed to ensure the safety of MARINA officials, staff, visitors, stakeholders, and properties within MARINA and its satellite offices, as per the schedules outlined in the preceding table.
 - b. Under the direction and supervision of MARINA's Chief, General Services Division, the Service Provider agrees to have its security personnel assigned to MARINA perform the following tasks:
 - Strictly observe, enforce and adhere to the MARINA's rules and regulations concerning the security and well-being of the Agency, its employees, and clients;
 - Conduct rigorous inspections of personal belongings of clients/visitors at all entrances;

- Implement the issuance of a "visitor identification badge/card" for visitors and non-employee affiliates of MARINA;
- Guarantee the safety of all MARINA employees and clients from harm arising from internal/external chaos and public disorder.
- Guard against incidents of theft and other misdemeanors that may constitute a breach of peace and order inside MARINA premises;
- Immediately report any untoward incidents or accidents to the concerned MARINA official/s and/or other authorities for inquiry or investigation;
- Ensure that all doors and windows at MARINA are secured and that all electrical connections and lights are turned off. Before the start of office hours, inspect all areas for any signs of forced entry;
- Assist in the implementation of MARINA rules and regulations such as wearing of prescribed office uniforms, identification cards, and others;
- Strictly maintain the official logbook or record of all incoming and outgoing persons, vehicles, movement of MARINA properties, among other things;
- After office hours, conduct routine patrols or inspections of the building and report unusual activities or security threats to the Head Guard;
- The Security Personnel at MARINA Central Office, Port Area shall only conduct an actual physical inspection of an incoming person when he or she triggers the Walk-through Metal Detector alarm;
- Thoroughly operate and monitor the X-ray baggage scanning machine for all items, bags/baggage carried by persons entering the MARINA Central Office, Port Area;
- Considering there are no Walk-through Metal Detectors at MARINA Satellite Offices, their Security Guards, shall then conduct actual physical inspection/frisking on all people entering and exiting the premises as warranted/required to ensure safety;
- The Security Guards shall frequently check the usability of the security inspection equipment such as the X-ray Baggage

Scanner and Walk-through Metal Detector. If the equipment is malfunctioning or not working they must inform of its defects and conduct manual actual inspections;

- The Security Personnel must be ready to perform other tasks required by MARINA related to security, safety and protection such as registering visitors, inspecting bags or cargo (in & out), inspecting vehicles, escorting VIPs, and other administrative functions; and
- Check and assist clients or visitors entering MARINA premises.

c. The posting of the security personnel shall be as follows:

Shift	TIME	NO. of Personnel
Morning	6:00 AM to 6: 00 PM	18
Evening	6:00 PM to 6:00 AM	6
		24

5. Supplies, materials and equipment;

A. The Security Agency shall provide the following:

1. Prescribed basic uniform, including:
 - a. Night Stick or baton
 - b. Whistle
 - c. Flashlight
 - d. First aid kit
 - e. Handcuffs
 - f. Tickler
 - g Teargas (for three guards)
2. Metal Detectors, two (2) units
3. Licensed communications radio, three (3) units
4. Service firearms, three (3) units
 - firearms must be in good condition;
 - covered by licensed by PNP;
 - with complete load of ammunition;
 - no "paltik "revolvers should be issued to the security personnel
 - with duty detail order
5. Security/Reflector vest, three (3) pieces
6. Office Supplies, which include:
 - a. logbook, fifteen (15) pieces
 - b. ballpen, one (1) box, color blue
7. Two (2) weatherproofed crossing guard STOP & GO sign
8. "No Parking" sign, three (3) pieces

- B. Loss, maintenance, repair, and replacement of tools/equipment necessary and incidental to the performance of obligations stated in the document shall be the responsibility of the Security Agency;

Delivery of required materials, tools, and equipment shall be at MARINA on the first day of posting of security personnel, to be inspected by the Agency's representative/s;

V. QUALIFICATIONS OF THE SECURITY AGENCY:

The qualifications of the **SECURITY AGENCY** are outlined as follows:

- a. Should possess a minimum of five (5) years of experience in providing security services;
- b. Must be an active and good-standing member of the Philippine Association of Detective and Protective Agency Operators (PADPAO);
- c. Must be a duly licensed and registered service provider with the Department of Labor and Employment (DOLE);
- d. Should be registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA) as applicable;
- e. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (HDMF), PAG-IBIG and PhilHealth;
- f. Must be duly registered with the Bureau of Internal Revenue (BIR) with a Net Financial Contracting Capacity at least equal to the ABC or Committed Credit Line equal to 10% of ABC;
- g. Must have received a very satisfactory rating from at least one (1) government agency or private corporation with whom the Service Provider has had a past or ongoing contract;
- h. Should be registered with the Philippine Government Electronic Procurement System (PhilGEPS); and.
- i. The Security Agency must maintain a physical office in Manila with available communication lines.

VI. RESPONSIBILITIES OF THE SECURITY AGENCY

1. The Security Agency shall collate and submit the following Security Personnel Data to MARINA:

- a. Copy of Employee Personal Data Sheet containing details such as SSS, PAG-IBIG, PhilHealth Numbers, and other pertinent information;
 - b. Latest copies of the Barangay, Police, and NBI Clearance;
 - c. Health Permit issued by the City of Manila; and
 - d. Copy of Pre-employment Medical Exam.
2. The Security Agency shall perform the following tasks:
- a. Protect the entire work area occupied by the MARINA, its employees, and clients against unauthorized intrusion, and internal or external commotion;
 - b. Ensure the security of all doors and windows at MARINA, turning off all electrical connections and lights. Before office hours, inspect all areas for any signs of forced entry;
 - c. Assist in implementing MARINA rules and regulations, including the enforcement of prescribed office uniforms and identification cards.
 - d. Strictly maintain an official logbook or record of all incoming and outgoing persons, vehicles, and the movement of MARINA properties;
 - e. Conduct routine patrols or inspections of the building after office hours and report unusual activities or security threats to the Head Guard; and
 - f. Check and assist clients or visitors entering MARINA premises.

VII. PERFORMANCE EVALUATION

The Security Agency shall maintain a satisfactory level of performance throughout the term of the Contract. MARINA shall evaluate the Security agency's performance based on the following:

- a. Quality of Service Rendered;
- b. Submission of regular Monthly Accomplishment Report
- c. Management and suitability of Personnel;

a. DOCUMENTARY REQUIREMENTS:

The Service Provider shall submit the following documentary requirements:

- a. Company profile, confirming the foregoing requirements including organizational chart;
- b. Copy of Latest Mayor's/Business Permit or its Equivalent Document. A valid Certificate of PhilGEPS Registration (Platinum Membership) maybe submitted in lieu of the Mayor's/Business Permit.
- c. Copies of the Certificate of Registrations from the following government agencies:
 - SEC or DTI or CDA;
 - PhilGEPS
 - SSS
 - Pag-IBIG
 - PhilHealth
 - DOLE
- d. Copies of employee data and other employment requirements

IX. WARRANTY

The Security Agency warrants MARINA:

1. Full responsibility for the contract work from the commencement to the final completion.
2. Responsibility for the cost of any damage or loss to MARINA's property or property for MARINA may be held accountable for any reason. This responsibility arises when such damage or loss is attributed to or sustained through the fault of the assigned service personnel.
3. Any injuries or damages resulting from the failure, negligence, delay or misconduct in the performance of contractual obligations.
4. Freedom from any liability or damage or loss of the Security Agency's tools, equipment, or materials essential for the contract's duration, unless it is unequivocally determined that the fault lies with MARINA. In cases of damaged or lost tools, equipment and materials, the Contractor must promptly replace them to prevent any disruption in the delivery of the required services.

- X. Extension Clause** – Extension of the contract is subject to the provisions of RA No. 9184 and its IRR. The extended term shall automatically terminate upon effectivity of a new contract.

XI. CONTRACTUAL CONSIDERATION

For and in consideration of the above services, MARINA shall, during the term of contract, remunerate the Security Agency with an amount equivalent to the salary per security guard of ₱610.00 per day (₱12,810.00 per month) and per supervisor of ₱1,200.00 per day (₱25,200 per month) including benefits mandated by law. This compensation is based on an eight (8) hours a day work schedule, five days a week (Monday to Friday), as detailed in the attached Cost Distribution Schedule (Annex A).

Should there be an increase in the minimum wage or the issuance of additional fringe benefits in favor of the security personnel by law, decree, or wage order subsequent to the execution of the Contract, the new rates shall be adjusted to comply with the legal requirements. The Security Agency is obligated to promptly inform MARINA in writing of any such wage increase, allowing the latter to take the necessary measures before its implementation, subject to accounting and auditing rules and regulations.

In the event of any adjustment in compensation, MARINA is obliged to make the payment without the need for executing a supplemental agreement. Furthermore, any government-approved increase or adjustment of wages shall be automatically adopted and implemented by MARINA, eliminating the requirement for a supplemental agreement to the effect.

XII. RIGHTS AND RESPONSIBILITIES OF MARINA

- 1) MARINA has the authority to take immediate action in the event that service personnel are found to be dishonest, incompetent, or engaging in conduct deemed prejudicial to MARINA's best interests.
- 2) MARINA has the right to replace security personnel whose work is below standard or whose conduct is unsatisfactory and detrimental to MARINA's interests.
- 3) MARINA holds the exclusive option to terminate the contract at any time for violations of its terms and conditions, or if the services rendered are considered substandard or unsatisfactory.
- 4) MARINA may pre-terminate the contract if the Security Agency fails to fulfill its obligations, following the procedure prescribed under the guidelines on contract termination issued by the Government Procurement Policy Board (GPPB).
- 5) MARINA has the sole discretion to terminate the contract at any time for any violations of the terms and conditions, or if, in MARINA's judgment, the services rendered are deemed unsatisfactory or prejudicial to its interests.

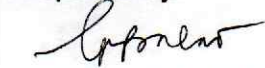
6) MARINA retains the right to relieve or replace any security guards when it is deemed necessary and warranted.

7) If necessary and upon determination by MARINA, MARINA has the right to require security personnel to render overtime services, compensable in accordance with the provisions of the Labor Code.

XIII. PAYMENT TERMS

Payment to the Security Agency shall be made on a monthly basis upon submission of Billing Statement and other supporting documents.

Prepared by:



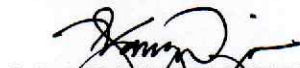
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BAC Chairperson

Approved by:



SONIA B. MALALUAN
Administrator

mm 11/8/24

ITEM NO.	AGENCY ESTIMATE FOR SECURITY GUARDS			Regular	Supervisor
		Day Shift	Night Shift	Day Shift	Day Shift
	Day worked per week	7 days	7 days	5 days	5 days
	No. of hours work/day	12 hours	12 hours	12 hours	12 hours
	No. of Days/year	394.40	394.40	261	261
	Daily Wage	610.00	610.00	610	1,200.00
AMOUNT DIRECTLY TO SG Personnel					
	Average Pay per Month (DW x No. of Days per Year/12)	20,048.66	20,048.00	13,267.50	26,100.00
	Night Diff (Ave. Pay/mo x 10% x 1/2)		2,004.86		
	Uniform Allowance	100.00	100.00	100.00	100.00
	13th Month Pay: (DW x 261/12)/12	1,546.18	1,546.18	1,540.18	2,175.00
	5 Days Incentive Leave: (DW+COLA X 5 days/12)	254.17	254.17	254.17	500.00
	Overtime Pay	12,696.39	12,696.30	8,810.69	9,500.00
A.	Total Amount directly to SG Personnel	33,348.35	35,353.21	23,394.79	38,375.00
AMOUNT TO GOVERNMENT IN FAVOR OF SG Personnel					
	SSS Premium	2,830.00	2,830.00	2,830.00	3,280.00
	Philhealth Contribution	800.12	800.12	800.12	1311.66
	Retirement Benefit (RA 7641) (DW x 22.5/12)	1,143.75	1,143.75	1,143.75	1,875.00
	State Insurance Fund	30.00	30.00	30.00	30.00
	Pag-Ibig Fund	400.00	400.00	400.00	655.83
	SSS Provident Fund	475.00	475.00	475.00	475.00
		5,678.87	5,678.87	5,690.75	7,627.49
C.	Total Amount due to SG and Government (A+B)	39,027.22	41,032.08	29,085.54	46,002.49
D.	Agency Fee (20%)	7,805.44	8,206.42	5,817.11	9,200.50
E.	12% VAT = (D) x 12%	936.65	984.78	698.05	1,104.06
F.	TOTAL MINIMUM CONTRACT RATE (C+D+E+F)	47,769.31	50,223.28	35,600.07	56,307.05
G.	No. of SG	6	6	11	1
	Sub-total per Shift per Month	286,615.86	301,339.68	391,607.70	56,307.05
	Sub-total per Shift per Year				1,035,870.29
	TOTAL CONTRACT PRICE FOR TWELVE (12) MONTHS				12,430,443.48
	TOTAL BID FOR TWELVE (12) MONTHS				12,430,443.48