

**TERMS OF REFERENCE
PROCUREMENT OF 2021 SECURITY SERVICES FOR THE MARINA
CENTRAL OFFICE**

1. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Maritime Industry Authority (MARINA) shall offer public bidding to all prospective bidders for the procurement of Security Services with an Approved Budget for the Contract (ABC) amounting to **TWELVE MILLION PESOS (P12,000,000.00)** from 01 January to 31 December 2021 chargeable against 2021 National Expenditure Program (NEP).

2. SCOPE OF WORK

The prospective bidders shall bid and provide security services for the MARITIME INDUSTRY AUTHORITY Central Office with details as follows:

- 2.1 To provide a minimum of twenty-six (26) security guards and one (1) security supervisor with a total of twenty-seven (27) who shall inspect, monitor, secure and guard the areas occupied by MARINA by rotation 24 hours a day from Monday to Sunday. Below is the breakdown of the distribution and deployment of the security guards.

No. of Security Guards	LOCATION
26	MARINA Office at A. Bonifacio Drive corner 20th Street, Port Area, Manila
	MARINA Satellite Office at SM City Manila, Concepcion corner Arroceros St., San Marcelino, Ermita, Manila
	MARINA Satellite Office at PITX, Paranaque City
1	Supervisor
27	TOTAL

- 2.2 To perform the following:

- a. To guard and protect MARINA properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within the premises of MARINA Central Office and MARINA Satellite Offices.
- b. Protect MARINA officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within MARINA premises.

- c. Rigidly monitor the X-ray baggage scanning machine for all bags/baggage carried by people coming in the MARINA Central Office, Port Area.
- d. Conduct actual physical inspection/frisking of people coming in and out of the premises as warranted/required to ensure safety for MARINA Satellite Offices.
- e. For MARINA Central Office, conduct actual physical inspection of people coming in if the Walk-through Metal Detector alarms.
- f. Conduct actual inspection of all bags/baggage and people coming in if the X-ray baggage scanner and Walk-through Metal Detector are not operational.

2.3. Security guards to be hired as per the following schedule:

No. of Security Guards	No. of Days	Shift Schedule
11	5 days	Day Shift
8	7 days	Day Shift
8	7 days	Night Shift

2.4. The bidder shall provide MARINA with roster of qualified, competent, uniformed and armed guards including the Supervisor who possess the following qualifications:

- a. Must be Filipino citizen and not less than 21 years old;;
- b. The Security Supervisor should be a graduate of Criminology or any related courses;
- c. The rest of the guards must be at least 2nd year college or should have earned 72 units in college. The security guards should also have 3 years relevant experience as guards;
- d. Must be physically and mentally fit and with complete medical clearance (including Hepa B and COVID-19 RT-PCR Test);;
- e. Must have passed and undergone regular security service training within the last 6 months, psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile and drug test;
- f. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts;
- g. Must be duly licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment;
- h. Must have at least five (5) licensed firearms (2 shotguns and 3 short firearms); and
- i. Must have at least one (1) four-wheel vehicle and one (1) motorcycle standby at the MARINA Central Office.

3. MARINA REQUIREMENTS:

In addition to the provisions of RA 9184 and its IRR, the following are the MARINA requirements:

- The bidders must have at least three (3) client's satisfaction rating from a government agency or a private corporation with whom the bidder had contract for the past two (2) years or on-going; and
- The bidders must have no pending case(s) against the government.

4. PERIOD OF THE CONTRACT

The contract for security services shall cover the duration of twelve (12) months from 01 January to 31 December 2021 effective upon receipt of the Notice to Proceed by the winning bidder.

5. CONDITIONS OF THE CONTRACT

- 5.1 The contract shall have provisions for General Conditions, Special Conditions, Schedule of Delivery of Requirements and Technical Specifications specified under Section IV, V, VI and VII respectively of the Bid Documents.
- 5.2 That if the exigency of the service so requires, MARINA shall have the right to require additional security guards compensable in accordance with the provisions of the Labor Code.
- 5.3 The winning bidder shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that wages shall be paid at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days and within five (5) working days from the scheduled date of payment shall submit proof of payment of wages, overtime, and 13th month pay of their deployed employees in MARINA.
- 5.4 Place of Work: Compliance with Labor Standards and Occupational Health and Safety and Administrative Fee

The place of work and terms and conditions governing the contracting arrangement, to include the agreed amount of the services to be rendered, the standard administrative fee of not less than ten percent (10%) of the total contract cost shall be provided;

Compliance with all rights and benefits of the employees under the Labor Code and Department Order No. 18-A, Series of 2011, on: safe and healthful working conditions; labor standards such as, service incentive leave, rest days, overtime pay, 13th month pay and separation pay retirement benefits; contributions and remittances of SSS, PhilHealth and Pag-IBIG;

- 5.5 MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or, if in its judgment, the service it has rendered is substandard and/or unsatisfactory;

- 5.5 The service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports;
- 5.6 MARINA may have a security personnel changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest;
- 5.7 The winning bidder shall submit a security plan tailored fit to the service requirement of MARINA Central Office and its satellite/extension offices stating/enumerating therein the specific methodology to be employed for the execution of the security plan;
- 5.8 The winning bidder shall be responsible in providing the appropriate supply of Personal Protective Equipment (PPE) including Alcohol to the security personnel assigned at MARINA as shall ensure that they are wearing PPE at all time during the performance of their duties, such as face masks, face shields, and hand gloves;
- 5.9 MARINA shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the security personnel of the Security Provider while performing their respective duties, including death resulting therefrom;
- 5.10 Before end of each year, MARINA shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed by the MARINA.

6. PAYMENT TERMS

Monthly payment is within fifteen (15) days after end of each billing month complete with supporting documents.