

TERMS OF REFERENCE
PROCUREMENT OF 2022 SECURITY SERVICES FOR THE MARINA
CENTRAL AND SATELLITE OFFICES

1. BACKGROUND

The **Maritime Industry Authority (MARINA)** shall engage the services of a private security service provider for the purpose of preventing unauthorized persons from entering the premises, safeguarding and protecting the building, facilities and other properties against theft, robbery, pilferage, sabotage and other unlawful acts. Its scope also includes protection of all personnel and its clients within the guarded premises of the MARINA Central Office and its satellite offices.

MARINA's intent is to invite interested and qualified **SECURITY SERVICE PROVIDERS** to submit bids for the MARINA security services requirements for **CY 2022**.

2. BUDGETARY REQUIREMENT FOR THE CONTRACT

Total Approved Budget for the Contract (ABC) amounting to **TWELVE MILLION PESOS (P12,000,000.00)** or equivalent to budgetary cost per month of One Million Pesos (P1,000,000.00) inclusive of all government taxes, other fees and charges.

The total fund shall be sourced from the approved GAA for the FY 2022 of MARINA.

3. SCOPE OF SERVICE

- 3.1 The SECURITY SERVICE PROVIDER shall provide MARINA twenty-seven (27) security personnel** employed and trained by the Service Provider itself, one of which, will be designated as Supervisor **and shall be posted at following MARINA offices:**

MARINA Central Office	➤ MARINA Building A. Bonifacio Drive Corner 20 th Street, Port Area Manila
MARINA Satellite Offices	➤ Paranaque Integrated Terminal Exchange (PITX) Kenedy Road, Tambo Paranaque City; ➤ SM Manila Concepcion corner Arroceros St., San Marcelino, Ermita, Manila

- 3.2 The SECURITY SERVICE PROVIDER shall also provide the security guards** who shall inspect, monitor, manage all security-related functions of areas

occupied by MARINA. This will be done through a security personnel rotation 24 hours per day from Monday to Sundays including Holidays. To elaborate, the rotation arrangement will be as follows:

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

- 3.3 The **SECURITY SERVICE PROVIDER** will employ a required number of qualified, bonded, competent, properly uniformed armed security guards for MARINA. These guards should ideally possess the following qualifications:
- A Filipino citizen;
 - At least 21 years of age but not more than 40 years of age
 - At least 2nd year college or should have earned 72 units in college
For Security Supervisors, applicants must be a graduate of Criminology or any related courses
 - 3 years relevant experience as guards
 - Physically and mentally fit- passed and undergone regular security service training within the last 6 months, psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile, drug test, COVID 19 RT-PCR Test or inoculated with the COVID 19 vaccine
 - Of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts
 - Valid License to exercise security profession
- 3.4 The **SECURITY SERVICE PROVIDER** shall assure MARINA with a security plan tailor fit to the security necessities of MARINA Central Office and its Satellite Offices to be executed by their assigned security guards.
- 3.5 The **SECURITY SERVICE PROVIDER** shall equip each security guard with a uniform, licensed firearm, and other equipment and supplies (i.e. pandemic related-PPE, disinfectants and the like) for the effective execution of their duties during their shifts as prescribed by pertinent laws and regulations.
- 3.6 The **SECURITY SERVICE PROVIDER** shall maintain the availability of the guard relievers or replacements when the need arises, such as, in case of absences. Should there be a shortage of relievers, the service provider is obliged to extend the shift of any guard on duty provided that his or her overtime will not exceed eight (8) hours.
- 3.7 The **SECURITY SERVICE PROVIDER** shall assume responsibility with regards to compliance with requirements of the New Labor Code, specifically those applicable provisions on the night shift differential and overtime work, the Social Security Service Act and other laws pertaining to Employer-Employee relationship.

4. RESPONSIBILITIES OF THE SECURITY GUARDS

- 4.1 The **SECURITY GUARDS** shall protect MARINA officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts. Additionally, they will enforce and implement security and safety rules and regulations to maintain peace and order within MARINA premises.
- 4.2 The **SECURITY GUARDS** shall guard, secure and protect MARINA properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person within the premises of MARINA Central Office and MARINA Satellite Offices;
- 4.3 The **SECURITY GUARDS** shall thoroughly monitor the X-ray baggage scanning machine for all bags/baggage carried by people coming in the MARINA Central Office, Port Area.
- 4.4 The **SECURITY GUARDS** of MARINA Central Office, Port Area shall only conduct an actual physical inspection of an incoming person when he or she triggers the alarm of the Walk-through Metal Detector.
- 4.5 The **SECURITY GUARDS** shall check and issue a visitor ID cards to all the visitors of MARINA except to the MARINA seafarers.
- 4.6 Since there are no Walk-through Metal Detectors at MARINA Satellite Offices, their **SECURITY GUARDS**, shall then conduct actual physical inspection/frisking on all people coming in and out of the premises as warranted/required to ensure safety.
- 4.7 The **SECURITY GUARDS** shall frequently check the usability of the equipment for security inspection such as the X-ray Baggage Scanner and Walk-through Metal Detector. If ever the equipment is malfunctioning, they must inform of its defects and conduct actual inspection manually.

5. OTHER REQUIREMENTS

- 5.1 The **SECURITY SERVICE PROVIDER**, in general, should be duly licensed in accordance with Republic Act 5487 "An act to regulate the organization and operation of private detective, watchmen of security guard agencies". Their organization also must be established for at least five (5) years, as well as have verifiable Very Satisfactory performance records (specifically in safeguarding and protecting properties against theft, pilferage, robbery and other similar unlawful and destructive acts) garnered from reputable government agencies or private corporations. They must have no pending case(s) against the government.
- 5.2 The **SECURITY SERVICE PROVIDER** must submit to MARINA a Security Operations Manual indicating the policies and best security operations practices of the agency.

5.3 The **MARINA** shall require the **SECURITY SERVICE PROVIDER** to submit employment records, (i.e. receipts of payment of SSS, PhilHealth and other pertinent documents) as evidence of their compliance to the New Labor Code.

5.4 In the occurrence of any loss or damage of **MARINA** properties, **MARINA** and the **SECURITY SERVICE PROVIDER** (and vice versa) shall report to the Administrator/Detachment Commander, within twenty-four (24) hours after its occurrence or discovery.

Upon confirmation by both parties that such damage or loss of property has indeed taken place, the **SERVICE PROVIDER** shall then conduct a thorough investigation. Once the resulting investigation finds that security guards or officers of the **SERVICE PROVIDER** are at fault, they shall then be liable for any loss or damage to property sustained by the **MARINA**.

5.5 That if the exigency of the service so requires, the **MARINA** shall have the right to require additional security guards whom will be compensated in accordance with the provisions of the Labor Code.

5.6 The **MARINA**, whenever necessary, may request an increase or decrease of security guards, provided that due written notice thereof shall be served upon the **SECURITY SERVICE PROVIDER**. There will then be a corresponding adjustment in the compensation which shall then be paid by **MARINA**. This change may also be done without the need of executing a supplemental agreement.

5.7 The **MARINA** and the **SECURITY SERVICE PROVIDER** must be compliant with the DOLE Department Order No. 18-A, s. 2011 in particular, Place of Work; Compliance with Labor Standards and Occupational Health and Safety, and Administrative Fee which states that:

"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."

5.8 The **MARINA** shall have the sole decision to terminate the contract at any time if there are any violations to the terms and conditions and/or, if in **MARINA**'s judgment, the service it has rendered is deemed unsatisfactory.

5.9 The **MARINA** shall conduct an assessment of the performance of the security service provider at least every quarter of the calendar year based on set of standards criteria prescribed by the agency for future undertaking.


6. PERIOD OF THE CONTRACT

The duration of the contract for security services shall be twelve (12) months from January to December 2022 effective upon receipt of the Notice to Proceed by the winning bidder.

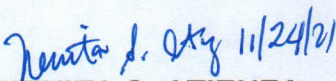
7. PAYMENT TERMS

Payment to the **SECURITY SERVICE PROVIDER** shall be made within 15-30 days after submission of Billing Statement and other supporting documents to MARINA Central Office.


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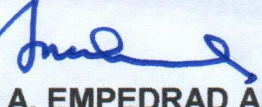
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