

TERMS OF REFERENCE
PUBLIC BIDDING FOR THE PROCUREMENT OF 2021 SECURITY SERVICES FOR
PHILIPPINE SCIENCE HIGH SCHOOL-CENTRAL MINDANAO CAMPUS (PSHS-CMC)

1. OBJECTIVE

To acquire a reputable security agency, which can provide best security service to the Philippine Science High School-Central Mindanao Campus (PSHS-CMC).

2. APPROVED BUDGET FOR THE CONTRACT

PSHS-CMC shall offer public bidding to all prospective bidders for the procurement of Security Services with an Approved Budget for the Contract (ABC) amounting to **Four Million Nine Hundred Forty-Nine Thousand Nine Hundred Fifteen Pesos & 30/100 (Php 4,949,915.30)** from January 1, 2021 to December 31, 2021 chargeable against the 2021 National Expenditure Program (NEP).

3. QUALIFICATIONS OF THE SERVICE PROVIDER/CONTRACTOR

The qualifications of the Service Provider/Contractor are:

- 3.1 Should have at least five (5) years of experience in providing security services to a government agency;
- 3.2 Must be a member of the Philippine Association of Detective and Protective Operators (PADPAO) in good and active standing;
- 3.3 Must be duly licensed and registered Service Provider/Contractor in accordance with Department Order No. 150-16, s 2016;
- 3.4 Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
- 3.5 Must be duly registered with Social Security System (SSS), Home Development Mutual Fund (HDMF), and Philippine Health Insurance Corporation (PHIC);
- 3.6 Must be duly registered with the Bureau of Internal Revenue;
- 3.7 Net Financial Contracting Capacity at least equal to ABC or Committed Line of Credit at least equal to 10% of the ABC;
- 3.8 Must present at least one (1) Client/Customer Feedback form with at least Very Satisfactory rating, from one (1) government agency with whom the Service Contractor has a past or on-going contract.

4. SCOPE OF WORK

The prospective bidders shall bid and provide security services for the PSHS-CMC which is located at Barangay Nangka, Balo-i, Lanao del Norte with details as follows:

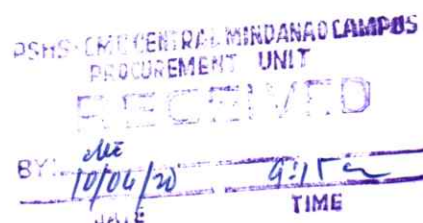
- 4.1 To provide **nineteen (22) Security Guards, nineteen (19) male and three (3) female** and **one (1) Security Supervisor** with a total of **twenty (23) Security Personnel** who shall inspect, monitor, secure, and guard the areas occupied by PSHS-CMC by rotation 24 hours a day from Monday to Sunday.

4.2 To perform the following:

- a. To guard and protect PSHS-CMC properties from theft, arson, pilferage, trespassers, robbery, destruction, and other unlawful acts committed by any person as well as maintain peace and order within PSHS-CMC premises.
- b. Protect PSHS-CMC 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 PSHS-CMC premises.
- c. Secure the entrance and exit within PSHS-CMC premises of all persons or vehicles, and things/materials brought in and out of said premises including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials.
- d. Implementation of issuance "visitor identification card" for visitors and non-employee affiliates of PSHS-CMC.
- e. Strictly maintains official logbook or record of all incoming and outgoing persons, vehicles, movements of PSHS-CMC properties, among others.
- f. Strictly implements "NO ID, NO ENTRY" to all employees, scholars and construction workers.
- g. Records PSHS-CMC employees time in and out.
- h. After office hours, conduct routine patrol or inspection of the building and report unusual activities or threat to security to the Security Officer.
- i. Record all employees rendering overtime services and all other personnel who are still in the PSHS-CMC premises after office hours and during Saturdays and Sundays.
- j. Ensure that all windows and doors of PSHS-CMC building are secured and all electrical connections and lights are turn off. Before the start of office hours, inspect all areas for any sign of forced entry.
- k. Immediately make the necessary reports of any incident to PSHS-CMC management/or to other concerned authorities for purposes of police and other official investigations.
- l. Assist in the implementation of PSHS-CMC rules and regulations such as wearing of prescribed office uniforms, identification cards, among others.
- m. Maintain cleanliness and orderliness in the guard's office and designated guard's post.

4.3 The winning bidder shall provide PSHS-CMC with specified number of qualified, competent uniformed and armed guards who possess the following qualifications:

- a. Must be a Filipino citizen;



- b. The Security Supervisor must have completed at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP) with rank of sergeant, have two (2) years relevant supervisory experience, and computer literate;
- c. The Security Guards must be at least high school graduate with three (3) years relevant experience;
- d. Must be physically and mentally fit and not less than 21 and not more than 45 years of age;
- e. Must at least 5'4" for male and 5'2" for female;
- f. Must have passed and undergone regular security service training within the last 6 months, psychological evaluation test, and drug test;
- g. Must have no derogatory record;
- h. Must submit, upon effectivity of the contract, clearances from the NBI, Police, Barangay and Court which must be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

In addition to the above requirements, the Service Provider/Contractor is required to submit profile of Security Supervisor and Security Guards, which must be attested by its authorized signatory.

- 4.4 The security guards shall be equipped with duly licensed firearms and ammunitions necessary in the course of their security enforcement and maintenance of peace and order at the premises of PSHS-CMC buildings and its immediate vicinity.
- 4.5 The winning bidder must conduct basic training on safety gun handling and shooting every four months or three times in a year to all security guard.

5. WORK SCHEDULE AND POSTING

The Service Provider/Contractor must provide **twenty three (23) Security Personnel** who shall observe the following schedules:

No.	Post	1 st Shift (23:00- 7:00)	2 nd Shift (7:00- 15:00)	3 rd Shift (15:00- 23:00)	Total Guards
1	Security Supervisor		1		1
2	Main Gate/Dorm 1/Canteen	3	4	3	10
3	Back Gate/Dorm 2	1	1	1	3
4	Admin. Building/SLRC	1	1	1	3
5	Exit Gate/Academic Building I-III/Storage Room	1	1	1	3

6	Function Area/SRF	Hall/Gym	1	1	1	3
	Total Personnel	Security	7	9	7	23

The Service Provider/Contractor shall make available, at its own expense, such number of relievers as may be necessary, who are ready to take over the duty schedules of those who are regularly assigned guards who either report late or are absent for the day at no cost to the PSHS-CMC.

At no instance shall a guard be permitted to render service beyond a period of **eight (8) hours continuously**. A violation of this condition shall be sufficient ground to terminate the contract. The Service Provider/Contractor is required to submit a detailed security plan to effecting proper work schedule.

6. SUPPLIES, MATERIALS AND EQUIPMENT

6.1 The Service Provider/Contractor shall provide the following:

- A. Prescribed basic uniform which includes:
 1. Night stick or Baton
 2. Whistle
 3. Flashlight
 4. First Aid Kit
 5. Handcuffs
 6. Teargas
- B. One (1) unit Motorcycle, duly registered, in good running condition and with gasoline
- C. Two (2) units Metal Detector
- D. Two (2) units Bicycle, in good running condition
- E. Eight (8) Licensed and Functional Communication Radio with back-up battery
- F. Nine (9) Service Firearms
 1. Firearms must be in good condition
 2. Covered with license by PNP
 3. With complete load of ammunition
 4. No "paltik revolvers" should be issued to Security Personnel
 5. With duty detail order
- G. Nine (9) Security Reflector Vest
- H. Two (2) units Under Chassis Mirror
- I. Nine (9) sets rubber boots and raincoat
- J. Seven (7) pieces Heavy Duty Umbrella
- K. Bundy Clock
- L. Office Supplies
 1. 50 pcs Logbook, 100 leaves
 2. 50 pcs Ballpen, color blue
 3. 300 pcs Bundy Card

PSHS - CENTRAL MINDANAO CAMPUS
 PLACEMENT UNIT
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10/06/20 9:15
 DATE TIME

- 4. 5 reams A4 size bond paper
- M. Two (2) unit Filing Cabinet, 4 drawer
- N. One (1) unit Locker, 9 drawer
- O. One (1) unit Computer and Printer (functional)
- P. Two (2) units Mobile Phone with Load

- 6.2 Other materials/equipment provided by Service Provider/Contractor shall be subject to approval of PSHS-CMC.
- 6.3 Loss, maintenance, repair and replacement of tools/equipment necessary and incidental to the performance of obligations stated in this document shall be for the account of the Service Provider/Contractor.
- 6.4 Delivery of required materials, tools and equipment shall be at PSHS-CMC on the **first day of posting** of the Security Personnel, to be inspected by PSHS-CMC's representative/s.

7. OTHER MATTERS

A. Performance Bond

The Service Provider/Contractor shall furnish the PSHS-CMC with a valid and sufficient Performance Bond in accordance with the rules set forth under the Government Procurement Reform Act (RA 9184) and its Implementing Rules and Regulations (IRR).

B. Wage and Mandated Benefit Increase

Should there be any wage or other mandated benefit (i.e. SSS, PAG-IBIG, and PHILHEALTH) increase in favor of assigned Security Personnel subsequent to the execution of the Contract, pursuant to Law, Executive Order, Decree or Wage Order, the Service Provider/Contractor must inform the PSHS-CMC in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.

C. Billing and Submission of Documents

The Service Provider/Contractor shall furnish PSHS-CMC a billing, together with a copy of payroll, remittances with official receipt of SSS, PAG-IBIG, PHILHEALTH and other state insurance fund contributions for all security personnel assigned, **every 15th day of the month**. Should the Service Provider/Contractor failed to comply, PSHS-CMC shall withhold the payment for the current month until the latter shall have complied with subject requirement.

D. Employer-Employee Relationship

PSHS-CMC shall not be responsible for any claims for general injury, including death sustained by the Security Personnel or any third person arising out of or in the course of the performance of the functions of Security Personnel pursuant to this Contract. It is expressly understood that no employer-employee relationship exists between the parties or of their employees, representatives and agents.

E. Liability of Loss and Damages



The Service Provider/Contractor shall be responsible for any loss or damage that may be incurred by its Security Personnel. The PSHS-CMC may suspend or withhold whatever contract payments may be due to Service Provider/Contractor should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage have been fully paid, restituted, or repaired by the Service Provider/Contractor, or go after the Performance Bond set forth under this Contract. Likewise, PSHS-CMC has the option to demand payment for the replacement value of the lost properties, or its replacement by another substantially in the same condition as the former.


F. Compliance with PSHS-CMC Rules and Regulations

The Service Provider/Contractor shall always maintain effective discipline and full control and supervision over the Security Personnel assigned under this Contract, as well as the manner of performance of their duties. However, the Service Provider/Contractor binds itself to cause the implementation and enforcement of any and all rules, regulations, or directives, that PSHS-CMC may issue concerning the conduct of said Security Personnel.

G. Extension Clause

Extension of Contract is subject to the provisions of R.A. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.

Prepared by:


MARISA L. DAHAN
FAD Chief

Approved by:


FRANKLIN L. SALISID
Campus Director

Annex A. Approved Budget for the Contract

Item No.	Description				Total Amount
	No. of Days Worked/Week	No. of Days Per Year	No. of Hours per Work	Daily Wage*	
	7	396.5	8	343.00	
A.	AMOUNT TO GUARD				
	Average Pay per Month (DW x No. of days per year / 12)			11,333.29	
	Night Differential Pay (Ave. Pay/mo. X 10% x 1/3)			377.78	
	13th Month Pay (Daily Wage x 365/12/12)			869.41	
	5 days Incentive Pay (DW X 5 /12)			142.92	
	Uniform Allowance (RA 5487)			100.00	12,823.39
	TOTAL AMOUNT DIRECTLY TO GUARD				
B.	Amount to Government in favor of Guard				
	Retirement Benefit (RA 7641) (DW x 22.5 days/12)			643.13	
	SSS Premium (effective April, 2019)			920.00	
	Phil. Health Contribution (new rate effective Jan, 2018)			155.83	
	State Insurance Fund			10.00	
	PAG-IBIG Fund			100.00	1,828.96
C.	TOTAL AMOUNT TO GUARD & GOVERNMENT (A + B)				14,652.35
D.	AGENCY FEE (ADMINISTRATIVE OVERHEAD and MARGIN)				2,930.47
E.	VALUE ADDED TAX (Agency Fee x 12% VAT-RMC-039-2007)				351.66
F.	TOTAL MINIMUM CONTRACT RATE FOR 8 HOURS (C+D+E)				17,934.48
	APPROVED BUDGET FOR THE CONTRACT				23 4,949,915.30

*Based on Wage Order No. RX-20 effective Nov. 1, 2018

PCHS-CMC CENTRAL MINDANAO CAMPUS
 PROCUREMENT UNIT
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 DATE TIME