

TERMS OF REFERENCE FOR THE PROCUREMENT OF SECURITY SERVICES CY2020

I. RATIONALE/OBJECTIVE

The Terms of Reference for the Procurement of Security Services for CY2020 was prepared in accordance with the 2016 Revised Implementing Rules and Regulations (2016 RIRR) of R.A. 9184, otherwise known as the "Government Procurement Reform Act," for the purpose of prescribing the necessary rules and regulations for the modernization, standardization, and regulation of the procurement activities of the Government of the Philippines. Prospective bidders who may participate in the competitive public bidding for the procurement of the Security Services are advised to be guided pursuant to the above-cited law.

The MWSS Regulatory Office (MWSS RO) shall need the services of a Security Services Provider (SSP) for the purpose of deploying licensed and trained security guards to provide safety and protection to the MWSS RO talents, visitors, properties, equipment, facilities, and confidential information against any and all unlawful acts by strangers or third persons.

The existing contract for Security Services of the MWSS RO is due to expire on July 31, 2020, when it shall reach the maximum allowable contract term of not more than three (3) years pursuant to Item 5.1.1 of Appendix 23 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184.

II. SCOPE OF SECURITY SERVICES

The Scope of Security Services shall be for the deployment of the required number of security guards at the new RO Building located in the corner of H. Ventura St. and Katipunan Road, Balara, Q.C. effective August 1, 2020. However, in case the MWSS RO shall be delayed in its transfer to the new RO Building, the deployment of Security guards will be at the existing MWSS RO premises located at the 3rd Floor, Engineering Building, MWSS Complex, Katipunan Road, Balara, Q.C.

The security services shall cover the new MWSS RO Building, its auxiliary building, office premises, gates & perimeter fence, surrounding grounds, parking area, service vehicles, all equipment, machinery, tools, etc., and all MWSS RO talents and visitors transacting business with the MWSS RO.

The SSP shall document its operation in the following manner:



1. Daily Routine Operations

- 1.1 Log sheet of the time of arrival and departure by all MWSS RO Talents to and from the premises;
- 1.2 Log Sheet of the time of arrival and departure of all service providers, including security guards;
- 1.3 Log Sheet of the time of arrival and departure of all visitors to and from the premises;
- 1.4 Log Sheet of all handheld or movable equipment/properties moved-out from and returned to the MWSS RO premises;
- 1.5 Log Sheet of incoming and outgoing vehicles;
- 1.6 Log Sheet of vehicles parked inside the RO parking area and Office premises;
- 1.7 Log Sheet of incidents that occurred inside the premises of the MWSS RO that may have compromised the safety and security of the talents and the property of the MWSS RO.

2. Submit Weekly Accomplishment Reports within three (3) days after the end of each week:

- 2.1 Log Sheet of the Inspection/inventory of all security guard on duty, its equipment, devices and uniforms;
- 2.2 Log Sheet of the Inspection of CCTV cameras and recorder, door locks, perimeter fence, fire extinguishers and other security or safety devices and supplies;
- 2.3 Submit to the Department Manager (DM) for Administration a Summary Report of security guard absences and arrival of relievers, if any;
- 2.4 Submit to DM for Administration a Summary Report of all MWSS RO properties moved-out but not yet returned as per **Item 1.4** above;
- 2.5 Submit to DM for Admin. a Summary Report and all copies of the Vehicle Log Sheets as per **Items 1.5 and 1.6** above;
- 2.6 Submit to DM for Admin. a copy the Investigation Reports on incidents occurred during the week referred to **Item 1.7** above.

3. Submit Monthly Accomplishment Reports within seven (7) days after the end of each month:

- 3.1 Submit to DM for Admin. the copies of all the Log Sheets referred to in **Item 1.1** above;
- 3.2 Submit to DM for Admin. a Summary Time Record and copies of all the Log Sheets referred to **Item 1.2** above;
- 3.3 Submit to DM for Admin. a Summary Report and copies of all the Log Sheets referred to in **Item 2.1** above;
- 3.4 Submit to DM for Admin. a Summary Report and copies of all the Log Sheets referred to in **Item 2.2** above;

- 3.5 Submit to DM for Admin. Inventory Report including condition and replacement of defective security equipment, tools/supplies;
- 3.6 Other monthly reports necessary to improve the security services as may be required by the MWSS RO.

III. ADDITIONAL TECHNICAL REQUIREMENTS

The Bids and Awards Committee (BAC) shall, aside from the cost, will take into consideration, the additional technical requirements in determining the winning bid.

The following Additional Technical Requirements shall be added in evaluating the Technical Proposal of the bidder. Compliance of the bidder with the said additional technical requirements shall be determined using a "pass or fail system," provided, however, that the BAC may require presentation of original documents or materials to support the bidder's compliance with the given set of parameters during the post qualification:

1. The Bidder must submit a certified copy of the license issued by the Philippine National Police (PNP) - Supervisory Office for Security and Investigation Agency (SOSIA);
2. Certificate of membership with the PADPAO;
3. Certificate of satisfactory performance of the Bidder's Security Services Contract from at least three (3) clients other than the procuring entity within the past three (3) years;
4. Affidavit of compliance with the Labor Code of the Philippines and/or that the Bidder has never been adjudged liable in any labor case by the National Labor Relations Commission (NLRC);
5. Submit a pool of at least ten (10) qualified prospective security guards, composed of eight (8) male and two (2) female, where the MWSS RO shall select the needed number of security guards to be deployed as per the contract with the following proof of qualifications:
 - 5.1 Duly signed commitment letter that he/she agrees to be deployed at the MWSS RO effective upon receipt of the Notice to Proceed (NTP), if the contract is awarded;
 - 5.2 Proof of valid Security Guard License;
 - 5.3 Proof of at least two (2) Years work-related experience or a Certificate of at least sixteen (16) hours relevant training hours;

- 5.4 Scholastic record of at least High School graduate;
 - 5.5 Medical certificate of "Fit to Work";
 - 5.6 NBI and Police Clearances;
 - 5.7 Passed the required psychological/neurological examination and drug test conducted by a reputable PNP/National Bureau of Investigation (NBI) accredited testing agency.
6. Duly signed commitment letter to provide trainings specified in 6.1 and the required paraphernalia/equipment listed in 6.2 to 6.8 to be assigned at the MWSS RO in good working condition, if the contract is awarded;
- 6.1 Proof of at least sixteen (16) hours training on the use of force in situations of violence; safety and first aid; disaster risk management; use of firearms, and basic orientation on the use of other authorized equipment;
 - 6.2 Three (3) sets of firearms with valid license;
 - 6.3 Three (3) units of Metal Detectors;
 - 6.4 Four (4) units of Handheld Radio;
 - 6.5 One (1) unit of Mobile Phone with active line;
 - 6.6 Five (5) sets of heavy duty rain coats and umbrellas;
 - 6.7 Five (5) pairs of Rubber Boots;
 - 6.8 One (1) unit of Vehicle Inspection Mirror; and
 - 6.9 One (1) unit of Thermal Scanner.
7. Duly signed commitment letter to comply with the supply of the standard uniform and paraphernalia per Security Guard, if the contract is awarded;
- 7.1 Two (2) sets of uniform white polo with Agency Logo, PADPAO and SOSIA, name cloth patches and two (2) navy blue slacks;
 - 7.2 Pershing Cap with cap device;
 - 7.3 Landyard and Whistle;
 - 7.4 Security agency ID with lace;
 - 7.5 Security Badge;
 - 7.6 Flash Light with batteries;
 - 7.7 Ammo and Firearms Holder;
 - 7.8 First Aid Kit;
 - 7.9 Expandable steel night stick;
 - 7.10 Belt with standard security guard buckle; and
 - 7.11 Black Leather Shoes.

IV. SCHEDULE OF REQUIREMENTS

Schedule 1: August 1, 2020 to July 31, 2021; Requirement: Five (5) guards for posting at the new MWSS RO building.		
AREAS OF RESPONSIBILITY	NO. OF SECURITY GUARDS	REQUIRED SECURITY COVER
1. Primary Station-Ground Floor Lobby-Entrance Post. To secure and protect the Office premises, personnel, visitors, properties, entrance and exit doors in the Building;	Three (3) guards on rotation @ eight (8) hours duty. Extended duty hours of more than 12hrs is not allowed.	Twenty-Four (24) hrs., seven (7) days a week, (6am-2pm, 2pm-10pm, 10pm-6am); including holidays;
2. Roving Post - to cover main entrance gate of vehicles, auxiliary building, parking area, surrounding grounds and its perimeter fence;	One (1) guard roving post @ twelve (12) hrs. duty;	Twelve (12) hrs. 5 days a week, Mon. to Friday, (6:30AM to 6:30PM), excluding non-working holidays;
3. Pedestrian Gate Post - to cover the Pedestrian Gate for the entrance and exit of MWSS RO Talents and visitors.	One (1) guard fixed post @ twelve (12) hrs. duty.	Twelve (12) hrs. 5 days a week, Mon. to Friday, (6:30AM to 6:30PM), excluding non-working holidays.

In case the MWSS RO shall be delayed in its transfer to the new RO Building, the schedule below shall be followed:

Schedule 2: From August 1, 2020 until the MWSS RO shall have transferred. Requirements: Four (4) guards for posting at the existing MWSS RO premises.		
AREAS OF RESPONSIBILITY	NO. OF SECURITY GUARDS	REQUIRED SECURITY COVER
1. Primary Station - 3 rd Floor Entrance of MWSS-RO Office, MWSS-RO premises, personnel, visitors, properties, entrance and exit doors/gate;	Three (3) guards on rotation @ eight (8) hours duty. Extended duty hours of more than 12hrs is not allowed;	Twenty-Four (24) hours, seven (7) days a week, including holidays, (6AM-2PM; 2PM-10PM; 10PM-6AM)

Schedule 2: From August 1, 2020 until the MWSS RO shall have transferred.		
Requirements: Four (4) guards for posting at the existing MWSS RO premises.		
2. Parking Area - to secure, protect, assist and document incoming, outgoing and parking of RO vehicles, including employees' & visitors' vehicles.	One (1) guard on fixed post @ twelve (12) hours duty.	Twelve (12) hours, 5 days a week, Mon. to Fri, excluding non-working holidays (6:30AM to 6:30PM).

V. FINANCIAL COST COMPONENT FOR THE BID OFFER

The Financial Proposal shall contain specific breakdown of all costs pertaining to the compensation of security guards to be deployed and the cost of providing the necessary security equipment, tools, materials, administrative, related taxes and margin/agency fee for the execution of the contract.

1. The equivalent number of days per year as presented below shall be used in the computation of costs necessary to execute the contract:

The MWSS RO considered the following computation of the equivalent number of days per year to ensure that the Bidder shall pay the security guards during holidays and special days as provided in the HANDBOOK ON WORKERS' STATUTORY MONETARY BENEFITS under Department Advisory No. 01, Series of 2015, issued by the Department of Labor and Employment - Bureau of Workers' Compensation and Labor Advisory No. 13 s.2019 and Wage Order No. NCR-22 s.2018.

COMPUTATION OF ESTIMATED EQUIVALENT NO. OF DAYS PER YEAR (Wage Order No. NCR-22 s.2018)	7days a week for 8hrs duty	5days a week for 12hrs duty
ORDINARY WORKING DAYS	298	246
REGULAR HOLIDAYS (considered paid 12 days) + (actually worked equivalent 12 x 100% or 12 days)	24	12
SPECIAL DAYS (Additional pay for actually worked equivalent to (13 x 30%))	3.9	N/A
Rest Days (52 x 130%)	67.6	0
TOTAL EQUIVALENT NO. OF DAYS/YEAR	393.5	258

2. Breakdown of Cost Component shall be presented in the prescribed format as follows:

Particulars		7days/week 8hrs duty (6AM-2PM; 2PM-10PM; 10PM-6AM)	5days/week 12hrs duty (6:30AM to 6:30PM)	TOTAL
	Number of days worked per week	7	5	N/A
	Number of Hours duty per day	8	12	N/A
	Number of days per Year (<i>Wage Order No. NCR-22 s.2018</i>)	393.5	258	N/A
	COMPUTATIONS:			
	New Daily Wage (DW)			
	Ave. pay per Mo. (DW x No. of days per yr./12)			
	Night Differential Pay for 10PM-6AM duty (Ave. pay/mo. x 10% x 1/3)		N/A	
	13th Month Pay (DWx365/12/12)			
	5 days Incentive Pay (DWx5/12)			
	Uniform Allowance (RA5487)			
	Overtime Pay - (4hrs/day for the 12hrs duty)			
A.	TOTAL AMOUNT TO BE GIVEN DIRECTLY TO SECURITY GUARD			
	SSS Retirement Benefit (RA7641)			
	SSS Premium (based on the table)			
	SSS State Insurance Fund			
	Philhealth Contribution (based on the table)			
	Pag-Ibig Fund Contribution (based on the table)			
B.	TOTAL AMOUNT TO BE REMITTED TO GOV'T IN FAVOR OF SECURITY GUARD			
C.	TOTAL AMOUNT TO SECURITY GUARD AND GOV'T. PER MONTH			
D.	Provision for Agency Fee (Administrative overhead + margin, including cost of equipment, tools, supplies and materials)			

Particulars		7days/week 8hrs duty (6AM-2PM; 2PM-10PM; 10PM-6AM)	5days/week 12hrs duty (6:30AM to 6:30PM)	TOTAL
E.	12% VAT (Agency Fee x 12% VAT-RMC-039-2007)			
F.	FINANCIAL BID PER GUARD PER MONTH			N/A
	Number of Guards	3	2	5
	FINANCIAL BID PER MONTH			
	TOTAL FINANCIAL BID PER YEAR			

VI. ADDITIONAL SPECIAL CONDITIONS OF THE CONTRACT

1. Be accountable and responsible for all losses, injuries or damages to life and/or property of MWSS RO under its protection 24 hours daily, which loss, injury or damage is attributable to the fault or negligence of the security guards and other security personnel. In cases where the loss, injury or damage was due to a fortuitous event or force majeure, or due to the fault or negligence of the MWSS RO or its agents, the Bidder shall not be held responsible;
 - 1.1 Robbery as defined by the Revised Penal Code shall not be considered a fortuitous event or an event of force majeure mentioned in the preceding paragraph;
 - 1.2 For this purpose, the MWSS RO shall create an Investigative Board composed of two (2) officials from MWSS RO, represented by the DM for Legal and DM for Administration, and one (1) from the SSP, whose decision shall be final unless otherwise reversed by the Chief Regulator. Immediately after it has been determined that the SSP is at fault, the SSP shall pay the MWSS RO the cost of losses including injuries or damage to life/property. Otherwise, RO shall withhold such amount from the Bidder's billings.
2. Pay all wages, allowances, 13th month pay, service incentive, overtime pay or any monetary benefit due to the security guards through their respective Automatic Teller Machine (ATM) Bank Account, and issue a corresponding pay slip to each security guard every pay day;

3. Deliver and/ or pick-up to and from the MWSS RO, accomplishment reports, time cards & daily time records, payrolls, pay slips or any other document that needs signature of the concerned security guards;
4. Refrain from utilizing the duty hours of security guards for purposes of reporting to the Home Office for any concerns. Otherwise, it shall require approval from the MWSS RO;
5. Submit Billing Statement for services rendered on a monthly basis within fifteen (15) calendar days at the end of each month with the following attachments:
 - 5.1 Billing Statement;
 - 5.2 Required Accomplishment Reports;
 - 5.3 Approved Time Cards and Daily Time Records;
 - 5.4 Certified true copies of Payrolls and the Proof of Remittance to concerned government agency and/or GOCCs (BIR/SSS/Pag-ibig/Philhealth) of the preceding month of billing;
 - 5.5 Certified true copies of Pay Slips and the proof of remittance to the ATM bank accounts of security guards;
 - 5.6 Affidavit of Compliance with the Labor Laws of the Philippines;
 - 5.7 Any other documents that may be required by the MWSS RO.
6. The SSP is required to provide a qualified reliever to cover any unmanned post due to absences. Otherwise, a corresponding deduction in the monthly billing rate of the SSP shall be assessed and that any duty hours to cover the unmanned post shall be paid based on overtime rate of the security guard;
7. The SSP shall ensure uninterrupted security cover in all of the designated posts and shall in no case allow any security guard on duty to leave the post until the next security guard or reliever is deployed;
8. Security guards to be deployed should not be related to anyone of the officers and employees of the MWSS RO by consanguinity or affinity up to the third civil degree;
9. The SSP shall be required to replace any security guard whose work ethics or attitude does not conform with the desired standards of service, such as:
 - a) Frequency of tardiness based on actual Daily Time Records;
 - b) Frequency of absences with or without approved leave;
 - c) Failure to wear prescribed uniform with ID;
 - d) Failure to perform security procedures and to record into the prescribed security log sheet;

- e) Inability to determine and perform safety precautionary measures;
- f) Disclosure or use of any information gathered in the conduct of security services for any purpose it may serve without the consent of the MWSS RO management;
- g) Involvement in any altercation, argument, internal issues or actions against any of the officers or employees of the MWSS RO;
- h) Conduct unbecoming of a security service provider; or
- i) Other analogous cases.

10. The MWSS RO may opt to renew the contract at the end of the term of contract, subject to the assessment of the SSP's level of service in terms of the following criteria:

- a) **Consistency and Quality of Services of at least Satisfactory rating** – This shall be monitored through the Accomplishment and Submission of Report referred to Section II, Items 1. Daily; 2. Weekly; and 3. Monthly.

<i>Rating</i>		<i>Consistency</i>	<i>Quality</i>
Excellent	95 to 100%	Consistent accomplishment of daily routine operations per post and reports submitted on or before due date during the 12 Months period.	Performed daily routine operations free from lapses and accurate reporting during the 12 Months period.
Very Satisfactory	85 to 94%		
Satisfactory	75 to 84%		
Needs Improvement	65 to 74%		
Unsatisfactory	Below 65%		

- b) **Attitude, Availability and Responsiveness of Services of at least Satisfactory rating** – This measure of service shall be determined in the following criteria:

<i>Rating</i>		<i>Attitude</i>	<i>Responsiveness</i>	<i>Availability</i>
Excellent	95-100%	No security guard requested for replacement during the 12 Months Period	No absences without relievers during the 12 Months period	No defective equipment and tools replaced beyond 24hrs from the time of request during the 12 Months period.
Very Satisfactory	85-94%			
Satisfactory	75-84%			
Needs Improvement	65-74%			
Unsatisfactory	Below 65%			

VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for this Contract (ABC) is *One Million Eight Hundred Twenty-Five Thousand Five Hundred Pesos (PhP1,825,500.00)* for one (1) year, sufficient to comply with the current minimum wage rates in accordance with the Labor Code of the Philippines for compensation of security guards to be deployed at the MWSS RO, plus provision for cost components, agency fee and taxes.

Should the contract be renewed in the succeeding year, the amount of ABC must be equivalent to the cost of the first year contract on the basis of the awarded monthly rate per security guard and shall not be adjusted during the contract implementation, except for increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, statutory contributions (SSS, Pag-ibig, Philhealth), increase in taxes. If during the term of the contract, the MWSS RO sees the need for an increase or decrease in the number of security guards, the increase in the ABC shall not exceed 15% of the ABC of the prior year.

VIII. TERM OF THE CONTRACT


The proposed contract for security services shall be for a period of one (1) year, to commence on August 01, 2020 up to July 31, 2021 or for a twelve (12) month period.

The MWSS RO shall have the option to renew the contract for another year, subject to a maximum of three (3) years in total.

Recommending Approval:


CLAUDINE B. OROCIO-ISORENA
DA for Administration and Legal Affairs

APPROVED:


PATRICK LESTER N. TY
Chief Regulator