



PhilEXIM

PHILIPPINE EXPORT-IMPORT CREDIT AGENCY

TERMS OF REFERENCE

Procurement of SECURITY SERVICES

I. OBJECTIVE

The Trade and Investment Development Corporation of the Philippines (TIDCORP), also known as Philippine Export-Import Credit Agency (PhilEXIM), is a government-owned financial institution attached to the Department of Finance (DOF), intends to engage the services of a Security Agency for its corporate office currently located at the 17/F Citibank Tower, Valero St., Makati City.

II. COVERED PERIOD

**September 01, 2018 to August 31, 2019
(ONE (1) YEAR)**

III. THE PROPOSAL

The Service Provider shall submit its proposal in accordance with this Terms of Reference.

Likewise, the proposal shall be submitted together with the following documents:

- a. Mayor's/Business Permit Certificate of Business Name
- b. PhilGEPS Registration Number
- c. Income/Business Tax Return
- d. Omnibus Sworn Statement (Notarized)
- e. BIR Certificate of Registration
- f. Related certifications and licenses
- g. Company Profile
- h. Quotations/bids (*on letter head*) in addition to the submission of this accomplished Technical Specifications.

IV. TECHNICAL SPECIFICATIONS

1. The Bidders/Security Agency ("Agency"):

- a. Should have completed at least one (1) contract with another government agency that is similar to the project within three (3) years from the date of submission and receipt of bids.

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- b. Must be Filipino citizen/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
 - c. Must have a valid license to operate as a security agency and is a member of good standing of any security agency association.
 - d. Must at least be five (5) years engaged in the business of providing security services.
 - e. Must be able to provide 24/7 Security Services by furnishing licensed and uniformed security guards with communication equipment, firearms, cuffs, clubs/baton and flashlight to secure offices and other physical assets owned by the PhilEXIM Head Office, its personnel and guests. The services shall include the provision of equipage/communication and special protective devices and equipment, as well as the provision of security investigative and supervisory personnel.
2. The Agency shall provide three (3) duly-licensed security guards (the "Guards") with the following qualifications:
- a. Must possess the necessary license issued by the appropriate government agency;
 - b. Must have passed the psychological/neurological and drug examinations for security guards;
 - c. Must have undergone intensive relevant training as a security guard;
 - 1) First Aid Course
 - 2) Basic Safety/Fire Prevention (Proper use of Fire Extinguishers)
 - 3) Firearms handling and safety
 - 4) Disaster preparedness and mitigation management
 - 5) Investigation and intelligence administration
 - 6) Self Defense
 - d. Must have valid NBI, PNP, police, barangay, PNP DI (supplemental) and court (supplemental) clearances;
 - e. Must be of good moral character;
 - f. Must be at least a high school graduate;
 - g. Must be physically and mentally fit (submission of latest medical certificate and psychological test results);
 - h. Must have pleasing personality, hardworking, punctual, courteous and honest;
 - i. Must be at least 5'6" male and 5'2" female in height
3. The Agency shall submit a list of names of the Guards to be assigned to PhilEXIM and from such list PhilEXIM may choose who will render service to it. The said list should include the background/personal information of the Guards concerned as required.
4. The Guards shall work in shifts at TIDCORP's office, as follows:
- a. In eight (8) hour shifts.
 - One (1) Guard (6 a.m to 2 p.m.)
 - One (1) Guard (2 p.m. to 10 p.m.)

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One (1) Guard (10 p.m. to 6 a.m.)

- b. On such time schedules and such number of Guards as may be requested in writing by PhilEXIM.
- c. No instance shall a Guard be permitted to render service beyond a period of twelve (12) hours continuously.

At the time of their respective work shifts or tours of duty, said Guards should come to their designated posts well-groomed, in proper security guard uniform (as prescribed in rule VIII Sections 1-7 of the IRR of RA 5487, also known as the Private Security Agency Law), with ID and appropriately armed with a .38 calibre gun (original Smith and Wesson or Armscor), policeman's club/baton, handcuffs, first aid kit, communication equipment, metal detector, teargas, flashlight and whistle.

5. The Guards shall be responsible for:

- a. Securing and protecting the property, personnel and other interests of PhilEXIM at the 17th Floor, Citibank Tower, Citibank Plaza, Valero Street, Makati City against theft, robbery, pilferage, sabotage, trespass, wrongful acts of strangers, and the like;
 - b. Patrolling the area to ensure safety and peace within the premises and reporting immediately to PhilEXIM matters relating to the status and/or security of the premises, and incidents of damage, injury, or loss;
 - c. Observing and implementing energy saving measures by turning off water supply or electricity when not in use;
 - d. Preventing or mitigating the occurrence of loss, damage or injury to the properties, employees or visitors of PhilEXIM, in the event of calamities or disturbances such as, but not limited to, fires, earthquakes, floods, riots, rebellions, seditions, strikes and similar occurrences;
 - e. Performing such other duties and functions as may be inherent or incidental to the services of a security agency and those which may be required by PhilEXIM.
 - f. Reporting to the authorized representative of the PhilEXIM any untoward incident, complete with supporting documents and photo evidence, within 24 hours of occurrence.
 - g. At all times maintain peace and order within the PhilEXIM premises and shall fulfil other security-related tasks that may be assigned by the responsible officers of the PhilEXIM such as inspection of incoming and outgoing bags and packages.
 - h. All Guards on duty must use the Bundy Clock for proper attendance monitoring.
6. The Agency shall also provide the following additional services to PhilEXIM without any extra cost:
- a. Provide a Project Officer to coordinate with PhilEXIM Management to periodically check the project and ensure the smooth flow of security operations;

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- b. Provide at least two (2) units of Close Circuit Video System and at least one (1) unit Close Circuit Television Monitor, that should be installed within three (3) months upon take over;
 - c. Must provide, assign and delegate Guards to man the posts determined by PhilEXIM during regular working days, non-working Holidays, Saturdays and Sundays.
 - d. Must notify PhilEXIM in writing within seven (7) calendar days in all matters pertaining to the rotation, reassignment, suspension and/or termination and imposition of disciplinary measure to erring security personnel and/or immediately terminate as circumstances warrant.
 - e. Must act on requests for replacement and rotation within forty eight (48) hours upon receipt of the written notification from PhilEXIM.
 - f. Must hold PhilEXIM free from any claims of the Guards and other personnel deployed by the Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority shall be automatically adjusted in accordance with accounting and auditing rules and regulations and subject to the terms below and upon showing of actual payment made to their employees. There shall be no employer-employee relationship between the PhilEXIM and the Guards and other personnel employed by the Agency.
 - g. Shall make available, at its own expense, relievers as may be necessary, to take over the scheduled duty of the regular Guards who may either report late or absent for the day.
 - h. Must be responsible for any loss or damage to PhilEXIM properties and premises, provided that such properties are properly turned over to the Agency or the Guard on duty. Such loss or damage shall include those caused by fortuitous events such as fire, earthquakes, typhoon, war, rebellion and the like. Proper turn over shall mean a complete inventory of all property accountabilities per office provided at the outset and the ocular inspection on the succeeding occasions.
 - i. Must hold the PhilEXIM free from any liability from acts of negligence of its Guards which cause damage of whatever type to PhilEXIM employees and properties or to any third party and their properties.
7. Payment to the Agency shall be on a reimbursement basis, with provision for agency fees, other amount due and tax implications, every 15th and 30th of each month, subject to the following conditions:
- a. Payment of 13th month pay shall be made not later than December 24 of the year. Failure to pay shall compel PhilEXIM to hold payment of billings for the month of December of the year. Before payment by PhilEXIM of the 13th month pay for the year, the Agency shall submit proof of actual payment of the same;
 - b. Reimbursement for statutory contributions made to the Social Security system, the Pag-Ibig Fund, Philhealth and the Employees Compensation Commission shall be made only upon proof of actual remittance thereof by the Agency;
 - c. For each payment period, the Agency shall submit the following documents, prior to payment by PhilEXIM, viz:

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- 1) Statement of Account or Invoice, for verification purposes;
 - 2) Time Sheet for verification purposes, using the standard daily time card for recording duly signed by the authorized signatories thereto;
 - 3) Time Card (payroll Cut-Off Report of Time Arrival and Departure);
 - 4) Certified copy of the payroll of the Guards assigned to PhilEXIM during the immediately preceding payment period, which should bear the signatories of the individual workers acknowledging receipt by them of the amount/s indicated therein;
 - 5) Certified copy of the individual pay slips of each Guard assigned to PhilEXIM for the immediately preceding payment period; and
 - 6) Proof of remittance of contributions to the Social security System (SSS), Home Development Mutual Fund (Pag-Ibig Fund), Philippine Health Insurance Corporation (Philhealth) and the Employees Compensation Commission (ECC).
8. PhilEXIM shall be provided with the following documents within three (3) calendar days from receipt by the bidder of the notice from the Bids and Awards Committee (BAC) that the bidder has the Lowest Calculated Bid or Highest Rated Bid:
- a. Certified copy of the latest six (6) months remittances stamped "received" by the following respective agencies or its duly accredited and authorized institutions;
 - b. Valid certification of updated records of remittances of loans and premiums from SSS and Pag-Ibig;
 - c. Certified copies of the latest six (6) months payslip of at least ten (10) employees;
 - d. Certified copy of payroll for the 13th month pay paid to the employees;
 - e. Valid certification of satisfactory performance from three (3) existing clients; and
 - f. Organizational Chart/Structure.
9. Prior to the execution of the Contract, the Agency shall submit the following documentary requirements to PhilEXIM:
- Philippine Health Insurance Corporation (Philhealth)
 - Home Development Mutual Fund (Pag-Ibig)
 - Social Security System (SSS)
 - Bureau of Internal Revenue (BIR)
10. No escalation cost provision.
11. The agency shall undertake, at the instance of PhilEXIM, at least a semestral or annual performance evaluation during the period of the Contract to be conducted by the latter, as part of good governance practices and ensuring clientele satisfaction.
12. PhilEXIM may, at any time, instruct the agency in writing to replace, and at the same time agree the rate of financial consideration, increase or decrease the number of workers assigned to PhilEXIM and the Agency theretofore obligates and guarantees

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to immediately comply with the instruction within twenty four (24) hours from receipt thereof.

13. All bid prices for the duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except for the following:

- a. Increase in minimum daily wage pursuant to law or new wage order after date of bidding;
- b. Increase in taxes;
- c. If during the term of the contract, the procuring entity sees the need for an increase or decrease in the number of Guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.

The contract price for the Goods shall include the price charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Stability

- a. The Agency should be in the Security Agency business at least five (5) years;
- b. Liquidity – Net Financial Contracting Capacity (NFCC) at least equal to ABC;
- c. The Agency shall submit their current organizational set-up.

V. BID EVALUATION

For purposes of bid evaluation and/or comparison of bids, the Lowest Calculated Bid (LCB) shall be determined based on the lowest bid price including the discount given, if any.

VI. APPROVED BUDGET OF THE CONTRACT (ABC)

The ABC is **NINE HUNDRED FORTY FIVE THOUSAND PESOS (PhP945,000.00) inclusive** of VAT and all other applicable government taxes, chargeable against the approved Corporate Operating Budget.

No bid shall be evaluated if it exceeds the ABC.

VII. MANNER OF PAYMENT

- 1. Payment is 15 working days upon receipt of Sales Invoice/Statement of Account and submission of complete documents.
- 2. Quoted price is inclusive of all applicable taxes.
- 3. Applicable withholding taxes shall be deducted from the billing statements.

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VIII. SIGNING OF CONTRACT

1. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
2. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
3. The following documents shall form part of the contract:
 - a) Terms of Reference;
 - b) Performance Security; and
 - c) Notice of Award of Contract.

IX. PERFORMANCE SECURITY

1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

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3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.
4. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
5. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
6. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - b) The Supplier has no pending claims for labor and materials filed against it; and
7. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

X. NOTICE TO PROCEED

1. PhilEXIM shall issue the Notice to Proceed together with a copy or copies of the approved contract to the successful bidder within seven (7) calendar days from the date of approval of the contract.
2. The contract effectivity date shall be provided in the Notice to Proceed by PhilEXIM, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.
3. All notices called for by the terms of the contract shall be effective ONLY at the time of receipt thereof by the successful bidder.
4. The interpretations of the provisions in the Revised IRR of RA 9184 shall govern in case inconsistencies.

XI. COMPLIANCE

1. Current Related Wage Order (Wage Order No. NCR-21);
2. Current Related DOLE Order (DOLE D.O. No. 150-16); and

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3. And other Related Laws.

XII. TERMINATION

PhilEXIM reserves the right to terminate the Agreement/Job Order entered into by PhilEXIM and the prospective Service Provider for any violation of this Terms of Reference, Technical Specifications and any other ground authorized by law by serving a ten-day written notice to the prospective Service Provider and without any liability accruing to PhilEXIM.

XIII. SEPARABILITY CLAUSE

If any provision in this TOR, or application of such provision to any circumstance, is declared invalid or unconstitutional, the other provisions not affected thereby shall remain valid and subsisting.

XIV. CONTACTS FOR INQUIRIES

ARNULFO S. FULMARAN

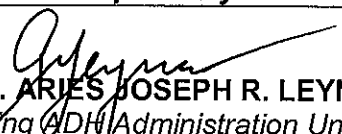
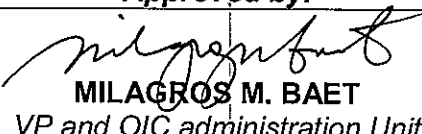
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<i>Prepared by:</i>	<i>Approved by:</i>
 ENGR. ARIES JOSEPH R. LEYNES <i>Acting ADH Administration Unit</i>	 MILAGROS M. BAET <i>VP and OIC administration Unit</i>

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