

TERMS OF REFERENCE

PROJECT : PROVISION OF SECURITY SERVICES

OWNER : NATIONAL CONCILIATION AND MEDIATION BOARD

LOCATION : NCMB CENTRAL OFFICE
4th-6th Floors, Arcadia Building, 860 Quezon Avenue, Quezon City

CONTRACT PERIOD : ONE YEAR

I. PURPOSE

The National Conciliation and Mediation Board (NCMB) desires to engage the services of a security agency for the provision of security services in the NCMB Central Office for a period of one year.

II. GENERAL CONDITIONS

A. The responsibilities of the security Agency (the "AGENCY") shall be as follows:

1. The AGENCY shall provide NCMB with security services and for this purpose shall assign guards who will secure and protect its properties from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, maintain peace and order in and around the NCMB's premises, protect its officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts, and enforce/implement rules, policies, and regulations of the NCMB aimed at maintaining security and safety at its premises located at the NCMB Central Office, 4th-6th Floors, Arcadia Building, 860 Quezon Avenue, Quezon City and surrounding premises.
2. Documents or logbooks maintained by the AGENCY containing matters involving security concerns, such as but not limited to entries regarding the date and time of arrival and departure of NCMB officials in the NCMB premises shall not be disclosed to any person, government official or entity, unless previously authorized by the Executive Director IV of the National Conciliation and Mediation Board or his/her duly authorized representative. Any violation of this rule shall automatically result in the cancellation of the service contract.
3. The AGENCY shall assign at the NCMB-Central Office **five (5)** qualified, competent, uniformed, armed, and bonded security guards licensed as private security guards in accordance with RA 5487 as amended as well as other related laws and regulations with the following qualifications, among others to wit:
 - a. Filipino citizen;
 - b. At least have earned 72 units in college;
 - c. Physically and mentally fit, at least 5'6" tall for male and 5'2" tall for female and at least 23 years old but not more than 50 years old, slim or medium built both for male and female guards;
 - d. Must have passed and undergone regular security service training, a neuro- psychiatric examination and drug test conducted by a reputable PNP/NBI accredited testing agency evidenced by a corresponding proof of certificate;
 - e. Must be of good moral character, duly licensed by PNP and properly screened and cleared by the N.B.I., Police and government offices issuing clearances for employment and without previous record of any conviction of a criminal offense involving moral turpitude;
 - f. Must be in proper uniform and armed with a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty.

This number may be increased or decreased depending upon the exigencies of the service or the needs of the security situation at the post as may be determined by the NCMB based on the rates per shift as shown in the attached Approved Budget for the Contract.

4. The AGENCY shall provide the necessary valid licensed firearms and ammunition to the guards assigned to the NCMB-Central Office as well as communication equipment and other security equipment and shall see to it that when on duty, they are in prescribed uniform with complete accoutrements.
 - a. Duly licensed Firearms, Ammunitions & Other Security Equipment (minimum requirements):
 - i. One (1) Firearm per uniformed guard on duty
 - ii. Ten (10) pcs. of ammunition per short firearm
 - b. Communication Equipment (minimum needed) Four (4) unit Handheld Radio per post and roving guard
 - c. Every security guard on duty shall be provided with the following:
 - whistle
 - flashlight
 - nightstick
 - medicine kit (plaster strips/band-aid, cotton balls, Betadine/alcohol)
 - tear gas, etc.
 - d. At least two (2) sets of complete uniforms, with all the necessary patches to all security guards.
 - e. Security guards are expected to be trained on First Aid Basic Course and Disaster Preparedness. Certificate to this effect shall be submitted to NCMB prior the issuance of Notice to Proceed.
5. It is expressly understood and agreed that the AGENCY is not an agent or employee of the NCMB and the guards to be assigned by the AGENCY to the NCMB are in no case employees of the latter as they are for all intents and purposes under contract with the AGENCY. Accordingly, the NCMB shall not be responsible for any and all claims for personal injury or damage, including death, caused either to any of the guards or any third person where such injury or death arises out of, or in the course of, the lawful performance of security functions of said guards.
6. The AGENCY shall comply with all existing labor laws i.e., minimum wage, 13th month pay, service incentive leave with pay, SSS, Philhealth, ECC, Pag-IBIG premium contributions, retirement pay, retirement trust fund and other mandatory benefits as provided by law.

In addition to the required sworn certification under paragraph B, the AGENCY shall submit a monthly payroll including copies of DTRs and summary of attendance as proof of compliance that their employees assigned to the NCMB have received or have been receiving their wages and other emoluments as mandated by existing labor standard laws and social legislations. Failure on the part of the AGENCY to submit the required sworn certification and monthly payroll, shall authorize the NCMB to make direct payment of wages and other emoluments to the concerned employees for services actually rendered.

7. The AGENCY shall likewise submit a sworn certification/proof that it has complied with Department Order No. 150-16, series of 2016 Establishing a Retirement Trust Fund in the name for and in behalf of the Security Guards callable upon demand by the concerned security guard.

Failure on the part of the AGENCY to submit the required sworn certification, shall authorize the NCMB to pre-terminate the contract. Any unpaid dues prior to the termination date will be paid by NCMB in accordance with the terms of agreement.

8. The AGENCY shall guarantee payment to the NCMB, of any loss of or damage to its property provided the same occurred within the jurisdiction of the AGENCY or its guards, and it has been duly established after due investigation that said loss or damage was due to the negligence or fault of the AGENCY or its guards. Provided, further that such loss, pilferage, breakage or damage on the properties involved is reported in writing to the AGENCY within seven (7) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the AGENCY shall not in any way be held responsible. In the event the AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the NCMB against the party or parties responsible for such loss or damage.
9. The AGENCY shall post a performance security in an amount equivalent to 10% of cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a universal or commercial bank, or 50% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its security guards and also, for the faithful compliance with the terms and conditions and provision of the Contract. It is also understood and agreed that Performance Bond set up by the AGENCY shall subsist until the expiration of the Contract and shall be answerable for whatever losses and/or damages that the NCMB or any of its officials and employees may incur or suffer.
10. The AGENCY should be financially capable; it must have sufficient current/liquid assets to shoulder its current liabilities, particularly the payment of salaries and benefits for at least two (2) months of their deployed guards to NCMB. The administrative cost and profit margin of the AGENCY should not be less than ten percent (10%) and must be able to provide the salaries and benefits of the security guards as these falls due.
11. The AGENCY shall submit a brief profile of the security guards to be deployed to NCMB upon receipt of notice to proceed.
12. The AGENCY ensures that all of its security personnel to be deployed are negative from COVID-19.

B. The responsibilities of NCMB shall be as follows:

The NCMB shall pay the AGENCY the total monthly due fifteen (15) days after receipt of monthly billing of each month for the duration of the contract.

It is understood that upon presentation of the corresponding bill thereof, a sworn certification shall be submitted to the NCMB to the effect that the wages of the security guards including other emoluments and/or allowances due them for the preceding month have all been paid. Copies of remittances to SSS, HDMF, ECC and Philhealth shall also be provided to the NCMB.

The 13th month pay shall be paid semi-annually by the AGENCY to its guards simultaneous with the payment of wages.

- C. Should there be any law and/or wage order passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted pursuant to said law or wage order.
- D. In case of any violation on the stipulations and covenants of the Contract by the AGENCY, the NCMB shall automatically rescind and/or terminate the same upon notice to the AGENCY, and that the NCMB shall be entitled to the refund of its payment including liquidated damages as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or renegotiate the said services to another AGENCY.
- E. The performance of the AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. NCMB may also conduct an overall annual assessment or evaluation of the performance of the AGENCY. Based on the

assessment, NCMB may pre-terminate the contract for failure of the AGENCY to perform its obligations and to conform to the standards of NCMB. NCMB may however renew the contract on a monthly basis up to a maximum duration of six (6) months, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184.

- F. In case of tie among bidders, i.e., two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the NCMB shall adopt the non-discretionary/non-discriminatory tie breaking method which is the **draw lots** method.
- G. The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be thru manual computation)

III. ELIGIBILITY OF THE SERVICE PROVIDER

- 1. Duly licensed Filipino citizens/sole proprietorships;
- 2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates;
- 3. Partnership duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- 4. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- 5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines; or
- 6. Persons/entities forming themselves into a joint venture i.e. group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

IV. OTHER REQUIREMENTS

- a. Three (3) years of experience in security services presented in written, duly signed and notarized documents showing therein the following but shall not be limited to:
 - Record of previous engagement and quality of performance
 - a.1 Name of Client
 - a.2 Contact Person
 - a.3 Contact Number
 - a.4 Duration of the contract
 - a.5 Amount of the contract
 - a.6 Number of security guards posted deployed per client
 - b. Organizational set up of the firm
 - c. List of the following resources
 - c.1 Number of licensed Firearms
 - c.2 Number and kind of communication devices
 - c.3 Number of Licensed Guards
 - d. Security plan
 - e. Recruitment and Selection Criteria
 - f. Uniform including design and other paraphernalia
 - g. Certificate of Compliance with the General Labor Standards and Occupational Safety and Health Standard pursuant to the Memorandum issued by the Secretary of Labor and Employment on November 12, 2014.
 - h. License to Operate issued by the Philippine National Police –SOSIA
 - i. Proof of remittance from SSS, Pag-IBIG, Philhealth and ECC within the last six (6) months.

V. **BUDGETARY REQUIREMENTS**

Funds necessary to implement the Provision of Security Services for CY 2023 is estimated at **TWO MILLION THREE HUNDRED FIFTY THOUSAND PESOS (P2,350,000.00)** inclusive of all government taxes and other fees and charges.

Prepared by


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