

TERMS OF REFERENCE

PROCUREMENT OF SECURITY SERVICES (FOR THE ENERGY REGULATORY COMMISSION'S MAIN OFFICE, VISAYAS AREA OPERATIONS DIVISION, AND MINDANAO AREA OPERATIONS DIVISION)

I. Objective

To procure a contract for security services for purposes of safeguarding and protecting ERC's properties, equipment, facilities, installations and confidential information as well as its officers, employees, their visitors and all persons transacting legitimate business within the premises.

II. Contract Period

The Contract for the Security Services for the Energy Regulatory Commission's Main Office, Visayas Area Operations Division (VAOD) and Mindanao Area Operations Division (MAOD) shall be for a period of **four (4) months (September 1, 2020-December 31, 2020)**.

III. Approved Budget for The Contract

1. The Fund for this engagement shall be sourced from the General Appropriations Act (GAA) for the fiscal year 2020 of the ERC.
2. The ABC for the project is **Four Million Three Hundred Eighty-One Thousand Six Hundred Sixty-Six Pesos and 67/100 (PhP4,381,666.67)** inclusive of all government taxes and other fees and charges.

IV. Mode of Procurement

The procurement of Security Services for the Energy Regulatory Commission's Main Office, Visayas Area Operations Division (VAOD) & Mindanao Area Operations Division (MAOD) shall be undertaken through Competitive Bidding pursuant to RA No. 9184 and its 2016 Revised IRR.

V. Scope of the Project

The prospective bidders shall bid and provide security services for the Energy Regulatory Commission Offices (*Main, VAOD and MAOD*), with details as follows:

1. To provide twenty-five (25) Security Guards, including one supervisor, who shall inspect, monitor, secure and guard the offices of ERC (*Main, VAOD and MAOD*) by rotation, 24 hours a day from Monday to Sunday.

No. of Security Guards	Location
21	ERC Main Office Pacific Center Building, 33 San Miguel Avenue, Ortigas Center Pasig City
2	ERC Visayas Area Operations Division (VAOD) St. Mary's Drive Banilad, Cebu City
2	ERC Mindanao Area Operations Service (MAOD) Mintrade Bldg. Monteverde Ave Corner Sales St. Davao City

2. To perform the following:

2.1 Guard and protect ERC properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within ERC premises.

2.2 Protect ERC 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 ERC premises.

2.3 Conduct inspection of all bags and baggage carried by people coming in and out of the ERC premises.

2.4 Conduct random physical inspection of people coming in and out of the premises, as warranted.

2.5 Conduct thermal scanning of people coming in the premises.

2.6 Twenty (20) security guards will be hired at day shift and five (5) guards at night shift.

For day shift (12 hours duty) – 20 guards

For night shift (12 hours duty)-5 guards

VI. Minimum Track Record

The ERC desires a security Contractor who has completed, within the last five (5) years from the date of submission and receipt of bids, a single largest contract that is similar to the Contract to be bid. A similar contract must be a security contract the value of which must be at least fifty percent (50%) of the Approved Budget for the Contract (ABC).

VII. Obligations and Responsibilities

1. The Contractor shall:

1.1 Provide and operate efficient security plans and services in accordance with the standards prescribed by the ERC and the applicable laws, rules and regulations;

1.2 Provide ERC with specified number of qualified, competent, uniformed and armed guards who possess the following qualifications:

- a. Must be Filipino citizen;
- b. The guards must be at least 2nd year college or should have earned 72 units in college. The security guards should also have 3 years relevant experience as guards;
- c. Must be physically and mentally fit and not less than 21 or more than 45 years of age;
- d. Must have passed and undergone regular security service training within the last 6 months, psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile and drug test;
- e. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts;
- f. Must be duly licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment.

1.3 Provide and maintain the required security service equipment, mobile units, and communications units and gears in ready and operational condition.

1.4 Provide registered firearms, nightsticks, and other paraphernalia, such as flashlights and hand-cuffs among others, to its employees. For this purpose, it shall submit to ERC a list of firearms with the corresponding license numbers assigned to its employees.

1.5 Provide Personal Protective Equipment (PPE) to its employees, without any additional cost to the ERC.

1.6 Ensure that it is able to respond to situations that require immediate assistance, in any form, to its employees during national emergency situations, without any additional cost to the ERC.

1.7 Any one of the deployed security guards shall have appropriate trainings on any two (2) of the following:

- a. Crowd Control Management;
- b. Bomb Awareness and Management;
- c. Intelligence and Investigation; and
- d. Basic First Aid.

1.8 Provide, at no expense to ERC, security training programs for all security guards to be deployed such as, but not limited to, the following:

- a. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security,
- b. Techniques used to circumvent security measures,
- c. Crowd management and control techniques,
- d. Security-related communications,
- e. Inspection, control and monitoring techniques,
- f. Basic Intelligence and Investigation Course, and report writing,

1.9 Comply with all laws, rules, and regulations, as well as other social legislations in favor of its security guards.

1.10 Employ security guards, with appropriate training on Customer Relations.

1.11 Provide a Supervisor who shall oversee security operations at the expense or overhead of the security services contractor.

1.12 Submit to the ERC daily reports in accordance with the form prescribed by ERC at Five o'clock in the afternoon (5:00 P.M.). Unusual incidents, such as those involving danger to life or property, injuries, altercations or disturbances, theft, and violations of ERC rules and policies, shall be reported immediately, but not later than two (2) hours from the discovery of the said incident.

1.13 Prepare and maintain a log book that should be made available for inspection at any time. A certified true copy

thereof should be submitted within twenty-four (24) hours, upon the request of ERC.

1.14 Assume liability for any or all losses and damages for destructions to property or death/injuries sustained by the ERC, its employees, and guests, which are directly attributable to the negligence, fault, laxity, unlawful act or misconduct of the Contractor or any of its officers or security guards.

1.15 Provide insurance coverage or pay for life insurance premium for its security guards.

1.16 Comply with the reportorial requirements prescribed by ERC relative to the contractual obligations under the Contract.

1.17 Comply with all other applicable laws, rules, and regulations.

2. The ERC shall:

2.1 Allocate the total amount of **Four Million Three Hundred Eighty-One Thousand Six Hundred Sixty-Six Pesos and 67/100 (PhP4,381,666.67)** inclusive of all government taxes and other fees and charges, as the Approved Budget for the Contract (ABC) to cover the payment of the services rendered by the security personnel deployed thereat by the winning Contractor.

2.2 Pay the winning Contractor the Monthly Billing Rates stipulated in said Contract, subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by security personnel deployed by the winning Contractor and upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll, and remitted the corresponding premiums to Pag-IBIG, SSS, PhilHealth, ECC, etc.

VIII. Rights of Contractor and ERC

1. The Contractor shall:

- 1.1 Collect lawful charges for the services rendered, upon submission of reportorial requirements and compliance with the terms of the contract.
- 1.2 Confer or meet with the authorized representatives of ERC on issues and concerns pertaining to proper implementation of the Contract.

2. The ERC shall:

- 2.1 Develop together with the Contractor a Security Plan.
- 2.2 Require the Contractor to submit supporting documents as basis for payment of services rendered by its security guards.
- 2.3 Terminate and/or cancel the Contract as may be provided for therein.
- 2.4 Exercise functional and operational supervision over the security guards deployed under the Contract for its proper implementation.

IX. Qualifications of the Contractor

The Contractor should have the necessary eligibility, experience and expertise in providing the security services, as provided in the Bid Documents.

X. Liquidated Damages

- a. Where the Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus

any extension time duly granted, and is thereby in default under the contract, the Contractor shall pay ERC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the ERC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances such as but not limited to forfeiture of performance security and/or blacklisting of the Contractor.

- b. For entitlement to such liquidated damages, ERC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due the Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor at the ERC's convenience.

XI. Force Majeure

If a force majeure situation arises, the Contractor shall promptly notify the ERC in writing of such condition and the cause thereof. Unless otherwise directed by the ERC in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

XII. Reservation Clause

The Energy Regulatory Commission (ERC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.