



## **TERMS OF REFERENCE SECURITY SERVICES FOR PRINCIPAL OFFICE FOR A PERIOD OF ONE YEAR**

### **I. INTRODUCTION**

The Tourism Infrastructure and Enterprise Zone Authority (TIEZA) is a government- owned and controlled corporation created under Republic Act 9593, attached to the Department of Tourism. TIEZA is mandated to designate, regulate and supervise the Tourism Enterprise Zones (TEZs) established under this Act, as well as develop, manage and supervise tourism infrastructure projects in the country.

As a public office, TIEZA is frequented by the general public transacting official business on matters pertaining to travel taxes, TEZs, stakeholders on infrastructure projects, suppliers and the like. It is therefore imperative that peace and order, and safety and security in the office premises are maintained at all times.

TIEZA, through its Bids and Awards Committee (BAC), shall invite interested and qualified parties to bid for the provision of Security Services at TIEZA in accordance with this Terms of Reference.

### **II. BIDDING ON THE PROCUREMENT OF SECURITY SERVICES**

Pursuant to Section 5 (h) of RA 9184, as reiterated in Section 5 (r) of its 2016 Revised Implementing Rules and Regulations (IRR), general support services, including non-personal or contractual services such as security and janitorial services, fall under the category of Goods. As a matter of policy, in order to achieve proper and efficient procurement of the Security Services for the TIEZA Principal Office for a Period of One Year (Project), TIEZA shall take into consideration other factors aside from the cost to determine the winning bid, such as, but not limited to, contracts with other clients, standards of internal governance, adequacy of resources, levels of training, and adherence to labor and other social legislation.

The minimum requirements prescribed in this Terms of Reference (TOR) shall be the basis in evaluating the Technical Proposals of the bidders. The Financial Proposal shall be accompanied or supported by a breakdown of all costs, including the cost of supplies and equipment necessary for the execution of the contract.

The winning bidder, hereinafter referred to as "SECURITY AGENCY", shall be awarded the contract for this Project.



### III. QUALIFICATIONS AND TECHNICAL REQUIREMENTS

*(Please see Annex "A" for the Set of Minimum Requirements)*

1. The SECURITY AGENCY must be duly licensed and registered, with proper and valid License to Operate (LTO) issued by the Philippine National Police (PNP) – Supervisory Office on Security and Investigation Agencies (SOSIA), an authenticated copy of which must be submitted.

If it is a member of the Philippine Association of Detective and Protection Agency Operators, Inc. (PADPAO), it must submit an authenticated copy of its PADPAO Certificate of Membership/Registration.

In case the PNP-SOSIA LTO and/or PADPAO Certificate of Membership/Registration are already expired at the time of submission of bids, the SECURITY AGENCY may submit a copy of such expired documents, provided that they are valid at least until 12 March 2020, and attach a proof of application for renewal. The winning bidder shall be required to submit the authenticated copies of the PNP-SOSIA LTO and/or PADPAO Certificate of Membership/Registration before the issuance of the Notice to Proceed.

2. The SECURITY AGENCY must have an experience of at least five years prior to the date of submission of its proposal.
3. The SECURITY AGENCY must submit a Certificate of No Delinquency of monthly premium payments for both itself and its employees for the last six months from the date of submission of its proposal from the following agencies:
  - a) Philippine Health Insurance Corporation (PhilHealth);
  - b) Home Development Mutual Fund (PAG-IBIG Fund); and
  - c) Social Security System (SSS).

In case the SECURITY AGENCY is unable to secure any of the abovementioned Certificates due to limitations brought by the ongoing COVID-19 pandemic to the provision of government services, it may submit a proof of application for the issuance of these Certificates.

4. The SECURITY AGENCY must submit its latest Certificate of Compliance to Labor Laws and Standards issued by the Department of Labor and Employment (DOLE), and its existing National Labor Relations Commission (NLRC) Certificate of No Pending Case.

In case any of such Certificates was issued more than seven months prior to 12 March 2020 and the SECURITY AGENCY is unable to secure new Certificates due to limitations brought by the ongoing COVID-19 pandemic to the provision of government services, it may submit a proof of application for the issuance of these Certificates.



5. The SECURITY AGENCY must be able to provide 12 personnel consisting of 11 licensed and well-trained security guards with an educational attainment of at least second year in college, and with at least three years of related experience, and one detachment commander, who should be a graduate of any bachelor course, preferably Criminology, with at least three years of supervisory experience in the security industry.
6. Each personnel of the SECURITY AGENCY must be a Filipino citizen, physically and mentally fit, with good moral character and reputation, without any pending criminal case before any court or body, and has not been convicted by final judgment of any crime.
7. Each personnel of the SECURITY AGENCY must have relevant training appropriate for the position, i.e., pre-licensing training programs for new recruits and refresher training programs for those with more than one year experience.
8. The SECURITY AGENCY must have a financial capacity to directly pay at least three months in advance of the amount of the salary and wages in favor of its employees.
9. All guards to be assigned hereunder shall be first introduced by the SECURITY AGENCY to, and accepted by, TIEZA. Assignment, details, substitution and other deployment specifics shall be set forth in the appropriate contract.
10. The Lowest/Single Calculated and Responsive Bidder shall submit the following as Post-Qualification Requirements:
  - a) A medical certificate for each security guard stating that he/she is physically fit to work and perform detailed activities;
  - b) A drug test clearance for each security guard with certification issued by government-accredited testing center, valid within six months from the date of submission of the bidder's proposal;
  - c) A neurologic/psychiatric test clearance for each security guard, valid within six months from the date of submission of the bidder's proposal; and
  - d) For each security guard, a Private Security License Card issued by the SOSIA, clearances issued by the National Bureau of Investigation, the PNP, and the barangay where he/she resides, all of which must be valid on the date of the opening of bids for this Project, and subject to renewal, if the same should expire during the contract implementation.

In addition, a timely coronavirus disease (COVID-19) test clearance issued by a Department of Health (DOH)-accredited testing laboratory for each security guard shall be required upon receipt of the Notice to Proceed and before actual deployment of identified guards.



11. For the faithful compliance of the Scope of Work and the Terms and Conditions of the Contract enumerated in this Terms of Reference, the winning bidder shall be required to post a performance bond in favor of TIEZA in the equivalent amount and form according to the schedule provided in the bidding documents for this Project.

#### IV. SCOPE OF WORK

1. The SECURITY AGENCY shall provide consistent and quality security services 24 hours daily, inclusive of Saturdays, Sundays and Holidays, for the TIEZA Principal Office, which is located at 6<sup>th</sup> and 7<sup>th</sup> Floors, Tower 1, Double Dragon Plaza, DD Meridian Park, Macapagal Blvd. cor. EDSA Ext., Bay Area, Pasay City, and its designated parking areas.
2. The SECURITY AGENCY shall provide the General Services Division (GSD) with a complete list with photographs of its employees detailed at TIEZA. The SECURITY AGENCY shall update such list when necessary, such as when changes are made upon it due to the reassignment, resignation or retirement of any of the security guards detailed at TIEZA.
3. The SECURITY AGENCY shall station a minimum of 12 security guards, inclusive of one detachment commander, all of whom eligible by the qualifications set in Item No. 5 of Section III – Qualifications and Requirements of this Terms of Reference, at strategic points within TIEZA premises, including its designated parking areas. These 12 security guards shall be rotated on two 12-hour working shifts in their designated stations, as follows:

LOCATION	NO. OF GUARDS	SCHEDULE/SHIFT
<b>Detachment Commander/ Shift in-charge</b>	1	Day/Night
<b>3rd Floor Parking Area</b>	1	Day
<b>Office of the Chief Operating Officer</b>	1	Day
	1	Night
<b>6th Floor Offices</b>	2	Day
	1	Night
<b>7th Floor Offices</b>	2	Day
	1	Night
<b>CCTV Room</b>	1	Day
	1	Night
<b>TOTAL</b>	<b>12</b>	

4. The SECURITY AGENCY shall effectively and continuously safeguard and protect TIEZA officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other unlawful acts that can cause



harm to their person and/or property within the TIEZA Principal Office premises.

5. The SECURITY AGENCY shall effectively and continuously safeguard and protect TIEZA properties from theft, arson, pilferage, robbery, trespassing, and other unlawful acts that can cause loss, damage or destruction of the said properties.
6. The SECURITY AGENCY shall maintain peace and order within TIEZA premises.
7. The SECURITY AGENCY shall enforce all existing office rules and regulations, including TIEZA protocols on COVID-19 prevention, and those which may be prescribed by TIEZA from time to time.
8. The SECURITY AGENCY shall secure ingress and egress of all persons, things and materials brought in and out of the TIEZA premises, and of vehicles using the designated parking areas. It shall conduct reasonable inspection of persons and properties as normally done in public places of public dominion or private ownership, for the purposes of ensuring safety and security against unauthorized persons or vehicles, and/or illegal or unauthorized possession of things and materials.
9. The SECURITY AGENCY shall submit reports of any incident that may have compromised security to the TIEZA management and/or lawful authorities, when necessary, for purposes of police and other official investigations.
10. The SECURITY AGENCY shall submit a security plan to TIEZA, comprising of the following:
  - a) Operational plan and tour of duties;
  - b) Detailed measures and innovations to be undertaken to ensure that the entries and exits of all persons to and from the premises of TIEZA are monitored, the loss of TIEZA properties and its personnel's personal effects are avoided, and harm to said persons and properties is prevented;
  - c) Detailed measures and protocol for fortuitous events such as bomb threat, fire, robbery, hostage situation, terrorism, or natural calamity; and
  - d) VIP protocol.
11. The SECURITY AGENCY shall provide its guards assigned at TIEZA with proper agency uniforms, visible identification badges, and appropriate personal protective equipment (PPE), when necessary.



12. The SECURITY AGENCY shall equip each of its personnel detailed at TIEZA, unless stated otherwise, with the following:

- a) Ultra-high frequency (UHF) handheld radios;
- b) Cellular phone/s for the detachment commander and/or shift in-charge to serve as backup in case a problem with the existing radio communication arises, to ensure continuity of communication among the security personnel;
- c) Original, branded and duly licensed 9mm pistol with 11 rounds of ammunitions;
- d) Nightsticks; and
- e) Handheld metal detectors.

13. The SECURITY AGENCY shall correct any shortcomings on its part on the delivery of services to the satisfaction of TIEZA, which shall not be limited to the replacement of any guard or needed security equipment within 24 hours upon receipt of a written report from TIEZA.

## **V. TERMS AND CONDITIONS OF THE CONTRACT**

1. *Performance Evaluation and Criteria.* The SECURITY AGENCY shall maintain a satisfactory level of performance for the duration of this Contract, to be evaluated based on the following criteria:
  - a) Safety enforcement;
  - b) Quality of service rendered;
  - c) Time management;
  - d) Management and suitability of personnel;
  - e) Contract administration and management; and
  - f) Provision of regular progress reports on the security status of TIEZA's premises in accordance with the security plan.
2. *Performance-based Termination and Replacement of Guards.* Based on the performance evaluation subject of the preceding item, TIEZA, in its sole discretion, may terminate this Contract in case of the SECURITY AGENCY's failure to perform any of its obligations as enumerated in Section IV – Scope of Work of this Terms of Reference. Likewise, TIEZA may order replacement of guard/s in case of unsatisfactory individual performance or non-compliance with the required security services.
3. *Reassignment, Increase or Decrease of Guards.* TIEZA shall, by written request, have the right to reassign within location and increase or decrease the number of guards assigned at specific areas depending upon the security demands of its offices, subject to the adjustment of the payment considerations hereof, if applicable.
4. *Indemnity.* The SECURITY AGENCY shall be responsible for losses and/or damages suffered by TIEZA, its officers, employees and guests, and their



properties by reason of the willful, unlawful or negligent act or omission of the SECURITY AGENCY or any of its personnel or representative.

5. *Solidary Liability of the Security Agency in case it is a Joint Venture.* In case the SECURITY AGENCY as a supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to TIEZA.
6. *Liquidated Damages.* In the event that the SECURITY AGENCY fails to satisfactorily perform the services stipulated in this Terms of Reference, inclusive of duly granted time extensions, if any, TIEZA shall, without prejudice to its other remedies under the Conditions of Contract and other applicable laws, deduct from the Contract Price as liquidated damages the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance.

In the event that the total sum of liquidated damages for such delay or inability by the SECURITY AGENCY to perform its obligations exceeds 10% of the Contract Price, TIEZA may rescind or terminate this Contract upon giving the SECURITY AGENCY written notice at least five calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies open to it.

TIEZA needs not prove that it has incurred actual damages to be entitled to liquidate damages from the SECURITY AGENCY, and the same shall not be by way of penalty. TIEZA reserves the right to deduct any and all of the liquidated damages from any money due or which may become due to the SECURITY AGENCY under this Contract and/or from the warranty security or other securities posted by the SECURITY AGENCY, as TIEZA may deem convenient and expeditious under the prevailing circumstance.

7. *Hold Harmless.* The SECURITY AGENCY agrees to hold TIEZA entirely free and harmless from any liability, cause or causes of action, or claims which may be filed by any or all of its security guards by reason of his/her/their employment under this Contract, under the provisions of RA 602, otherwise known as the Minimum Wage Law, RA 4119, otherwise known as the Workmen's Compensation Act, and any other related law or laws which are already in effect, or which may hereafter be enacted, it being expressly agreed and understood that there is absolutely no privity between them and TIEZA, and that they are not employees of TIEZA, and the SECURITY AGENCY shall indemnify and/or reimburse TIEZA should the latter pay in advance any said claim, including damages incurred in connection therewith.
8. *Confidentiality.* The SECURITY AGENCY agrees that the services covered by this Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the SECURITY AGENCY may subject TIEZA to the compromise of its security, financial, material and operational loss, and therefore, the SECURITY AGENCY hereby agrees as follows:



- a) The SECURITY AGENCY and any of its personnel shall not, during the term of this Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm or corporation, any information relating to TIEZA which the SECURITY AGENCY or its personnel may have acquired or which came to its/their knowledge or possession during the performance of their obligations to TIEZA.
  - b) Only persons expressly authorized in writing by TIEZA shall be allowed by the SECURITY AGENCY to have access to the documents/records in the custody of the SECURITY AGENCY. For this purpose, TIEZA shall inform the SECURITY AGENCY in writing of the persons authorized to have access to said documents/records.
  - c) The SECURITY AGENCY shall prevent any unauthorized person from gaining access to the documents/records described in the preceding Item.
9. *Non-waiver of Rights.* The failure of TIEZA to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that TIEZA may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn shall continue to be in full force and effect. No waiver by TIEZA of any of its rights under this Terms of Reference and this Contract shall be deemed to have been made unless expressed in writing and signed by it.
10. *Severability.* If any provision of this Contract or of any of its attachments should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
11. *Binding Effect and Assignment of Rights.* This Contract shall be binding upon the SECURITY AGENCY, its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the SECURITY AGENCY shall not in any manner assign or transfer its rights and obligations under this Contract without the prior written consent of TIEZA.
12. *Contract Amendment.* Subject to applicable laws, this Contract may be amended or modified in writing upon mutual agreement of TIEZA and the SECURITY AGENCY.
13. *Application.* Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in this Terms of Reference and those provided in the General and Special Conditions of Contract, the former shall prevail.





## VI. CONTRACT DURATION

The contract for this Project shall be effective for one year from the date of the SECURITY AGENCY's receipt of the Notice to Proceed.

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## VII. MODE OF PAYMENT

1. Payment to the SECURITY AGENCY shall be made only for services actually rendered by it.
2. At the end of each month, the SECURITY AGENCY shall submit a billing statement, supported by the duly signed Daily Time Records (DTRs) of each guard showing the actual number of days and hours attended for each period, noted by the detachment commander and validated by TIEZA's authorized representative.

Billing statements shall also be accompanied by copies of the previous month's pay slips, evidence of receipt of salary and wages by security guards, proof of remittance of premiums to PhilHealth, PAG-IBIG, SSS and the Employees' Compensation Commission (ECC).

No payment shall be made by TIEZA without the submission of the aforementioned requirements.

## VIII. APPROVED BUDGET FOR THE CONTRACT

This Project shall be opened to the public for bidding with an Approved Budget for the Contract (ABC) amounting to **Five Million Four Hundred Fifteen Thousand Eight Hundred Ninety Seven Pesos and 36/100 (PHP 5,415,897.36)** for one whole year, the computation of which is as follows:

Upon award of the Contract for this Project to the winning bidder, the Total Contract Price (TCP) shall be the amount of the winning bid, which shall not be greater than the ABC. The TCP shall be fixed, not to be adjusted during the contract implementation, except in the following cases:

1. When the increase in the minimum daily wage pursuant to law, i.e., wage orders issued after the publication of the Invitation to Bid for this Project, exceeds the daily rates specified in this Terms of Reference;
2. When there is an increase in taxes; and
3. When, during the term of the Contract, TIEZA sees the need for an increase or decrease in the number of security personnel and the resulting cost exceeds that of the TCP, provided, that the said cost shall not exceed the ABC for the relevant year.

ANNEX "A"



## SET OF MINIMUM REQUIREMENTS SECURITY SERVICES

### 1. Stability

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(a) Years of Experience

At least 5 years from the date of bid submission

(b) Liquidity of the Contractor

Net Financial Contracting Capacity (NFCC) at least equal to ABC, which is computed as follows:

$NFCC = ((\text{Current assets minus current liabilities}) (15))$  minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

**The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.**

(c) Organizational Set-up

***Submit Organizational Chart***

### 2. Resources

(a) Number of Licensed Firearms

Twelve (12) firearms (1 firearm per Security Guard on duty)

All firearms to be issued to security guards while on duty must be original, branded and duly licensed. TIEZA reserves the right to conduct inspection to ensure compliance to this requirement.

(b) Number and Kind of Communication Devices

One (1) unit cellular phone for the detachment commander and/or shift in-charge

Twelve (12) ultra-high frequency handheld radios (1 radio per Security Guard on duty)

(c) Number of Licensed Guards

Actual number of guards plus 10 percent (10%)

$(12 \text{ Guards} + 1 (10\%) = 13 \text{ Security Guards})$

After receipt of the Notice to Proceed (NTP) but before deployment, the Security Agency must provide TIEZA with a complete and up-to-date list, photograph and Personal Data Sheet of the security guards to be assigned to the TIEZA Principal Office. In case of a replacement, the Personal Data Sheet with picture of the new security guard/s must be submitted for evaluation by the Technical Working Group (TWG).



### 3. Security Plan

Site Inspection is mandatory, to be signed by the End-user. A letter requesting to conduct site inspection shall be addressed to the manager of General Services Division at least two (2) days prior to scheduled inspection.

- a. Operational Plan and Tour of Duties
- b. Detailed measures and innovations  
Monitoring of entry and exits of personnel
  - Avoid loss of equipment and valuables
  - Prevention of threat to property and personnel
- c. Detailed measures and protocol for
  - bomb threat and fire
  - robbery
  - hostage situation
  - counter-terrorism
  - natural calamities
- d. VIP Protocol

### 4. Other Factors

- (a) Recruitment and Selection Criteria
  - ***Filipino citizen, at least second year in college with 3 years relevant experience for the eleven (11) security guards, and graduate of any bachelor course, preferably Criminology with three (3) years of supervisory experience in the security agency industry for the Detachment Commander***
  - ***Licensed and trained security guard***
  - ***Clearance from PNP, NBI and Barangay***
  - ***Medical certificate, neurological/psychiatric test clearance, COVID-19 test clearance, and drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions***
  - ***Physically and mentally fit with good moral character***
- (b) Completeness of Prescribed Uniforms and Other Paraphernalia  
Cap, white long sleeves collar neck tie, blue pants, black shoes, handcuffs, metal detector, flashlight, medical kit, pro-baton night stick.
- (c) Company Manual of Operations to include disciplinary measures.