



**TOURISM  
INFRASTRUCTURE AND  
ENTERPRISE  
ZONE  
AUTHORITY**

6th & 7th Floors, Tower 1,  
Double Dragon Plaza,  
DD Meridian Park,  
Macapagal Boulevard cor.  
EDSA Extension, Bay Area,  
Pasay City 1308

 (+632) 512-0485  
 gsd@tieza.gov.ph  
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**TERMS OF REFERENCE  
SECURITY SERVICES FOR CLUB INTRAMUROS GOLF COURSE AND INTRAMUROS  
AND RIZAL'S BAGUMBAYAN, LIGHT AND SOUND MUSEUM FOR TWELVE MONTHS**

**I. INTRODUCTION**

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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. It handles several assets both operating & non-operating among which are the Club Intramuros Golf Course and the Intramuros and Rizal's Bagumbayan Light and Sound Museum both located at Intramuros, Manila. It is therefore imperative that peace and order, and safety and security in the operating assets premises are maintained at all times.

The TIEZA principal office is located at 6<sup>TH</sup> & 7<sup>TH</sup> Floors, Tower 1, Double Dragon Plaza, Double Dragon Meridian Park, Macapagal Avenue, corner EDSA Extension, 1302, Bay Area, Pasay City.

TIEZA, through its Bids and Awards Committee (BAC), shall invite interested and qualified parties to bid for the provision of Security Services at the above mentioned TIEZA Operating Assets 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 Operating Assets for twelve (12) months, 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.



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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 31 October 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.

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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 during the post qualification stage 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 about by the ongoing COVID-19 pandemic, it may submit a proof of application for the issuance of these Certificates.

4. The SECURITY AGENCY must submit upon opening of bid documents 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 31 October 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 thirty (30) personnel consisting of 29 licensed and well-trained security guards, high school graduate with at least three years of related experience, and one (1) Officer-In-Charge, college level 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. A certification for this matter must be submitted by the agency during the Post Qualification stage.
7. Each personnel of the SECURITY AGENCY must have relevant training appropriate for the position, i.e., pre-licensing training programs for new recruits



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and refresher training programs for those with more than one year experience. All documents must be submitted during the Post Qualification stage.

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 Operating Assets. 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 and clearance issued by the National Bureau of Investigation, 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 guard and a Certification issued by the Security Agency, that all their security guards have attended a Basic COVID 19 awareness seminar 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, at the following TIEZA Operating Assets: six (6) security guards at the Intramuros and Rizal's Bagumbayan, Light & Museum and twenty four (24) security guards at the Club Intramuros Golf Course, both are located at Intramuros, Manila and its designated parking areas.
2. The SECURITY AGENCY shall provide the TIEZA Operating Assets with a complete list with photographs of its employees detailed at TIEZA Operating Assets. The SECURITY AGENCY shall update such list when necessary, such as



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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 30 security guards, inclusive of one officer-in-charge at CIGC, 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 Operating Assets premises, including its designated parking areas. These 30 security guards shall be rotated on three 8-hour working shifts in their designated stations, as follows:

Location	# of SG	Schedule 6:00am- 2:00	Schedule 2:00- 10:00pm	Schedule 10:00- 6:00am
<b>Club Intramuros Golf Course</b>				
Security Officer/S.I.C	3	1	1	1
Accounting	3	1	1	1
Main Gate	3	1	1	1
Motor Pool/Exit	3	1	1	1
Hole no. 2/3/16/17	3	1	1	1
Hole no. 4/14/15	3	1	1	1
Hole no. 5/6/11/12/13	3	1	1	1
Hole no. 7/8/9/10	3	1	1	1
Sub-total	<b>24</b>			
<b>Intramuros &amp; Rizal's Bagumbayan, Light &amp; Sound Museum</b>				
Main Entrance (Lobby)	3	1	1	1
Exit Area	3	1	1	1
Sub-total	<b>6</b>			
<b>Grand Total</b>	<b>30</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 Operating Assets 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 Operating Assets 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. For the safety and protection of the security guards during the COVID Pandemic while on duty, the Security Agency should provide protective equipment to the



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security guards as follows but not limited to: protective eye covering/ face shield; face mask; disposable gloves, alcohol or alcohol based hand sanitizer, disinfecting solution for their handheld radio, ammunition, night stick & other equipment necessary during their duty.

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9. The SECURITY AGENCY shall secure ingress and egress of all persons, things and materials brought in and out of the TIEZA Operating Assets 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.
10. 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.
11. The SECURITY AGENCY shall submit during the opening of bid documents a security plan, comprising of the following:
  - a) Operational plan and tour of duties;
  - b) Site Inspection is mandatory, to be signed by the respective Resident Manager/Officer-In-Charge or authorized representative at the respective entity. (For Sec IV.11.b only - If cannot be submitted due to the restrictions brought by COVID 19 pandemic, an affidavit of undertaking that site inspection will conducted and must be submitted during the Post Qualification stage).
  - c) Detailed measures and innovations to be undertaken to ensure that the entries and exits of all persons to and from the premises of TIEZA Operating Assets are monitored, the loss of TIEZA properties and its personnel's personal effects are avoided, and harm to said persons and properties is prevented;
  - d) Detailed measures and protocol for fortuitous events such as bomb threat, fire, robbery, hostage situation, terrorism, or natural calamity; and
  - e) VIP Protocol – security personnel will not be utilized as bodyguard of the VIP/s. Instead, the Agency must include in their security plan, policies that will be applied whenever the entity have VIP Guests, to maintain the confidentiality of the guests profile and for proper coordination with the security personnel of the VIP.
12. The SECURITY AGENCY shall provide its guards assigned at TIEZA Operating Assets with proper agency uniforms, visible identification badges, and appropriate personal protective equipment (PPE), when necessary.
13. The SECURITY AGENCY shall provide while on duty at TIEZA Operating Assets all its security personnel, unless stated otherwise, the following:
  - a) Ultra-high frequency (UHF) handheld radios & one (1) extra unit per entity to be stationed at the office of the Resident Manager/Officer-In-Charge;



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- b) Cellular phone/s for the officer- in-charge (CIGC) & security guard (IRB-LSM) 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; We reserve our right to conduct inspection to ensure compliance to this requirement;
- d) Nightsticks; and
- e) Handheld metal detectors.

14. The SECURITY AGENCY shall correct any shortcomings on its part on the delivery of services to the satisfaction of TIEZA Operating Assets, 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.

15. For Club Intramuros Golf Course only, the SECURITY AGENCY shall provide one (1) unit motorcycle with sidecar, for its security guards to be used in connection with its security services. A copy of Official Receipt/ Certificate of Registration and photo of the motorcycle to be provided for CIGC or in case it is not available, bidders may submit an Affidavit of Undertaking during the opening of bid documents.

## **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.

On the fifth (5) and tenth (10) month of the security service contract implementation, the Resident Manager or Officer-In-Charge shall conduct an assessment evaluation of the performance of the security agency based on the set of performance criteria prescribed by TIEZA (copy attached as Annex B).

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





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guards assigned at specific areas depending upon the security demands of its offices, subject to the adjustment of the payment considerations hereof, if applicable.

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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:



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- 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 twelve (12) months from the date of the SECURITY AGENCY's receipt of the Notice to Proceed.





## 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 following: duly signed Certification of duty with name of guards and Daily Time Records (DTRs) of each guard showing the actual number of days and hours attended for each period, noted by the Officer-in-Charge or Security Agency's Authorized Representative and validated by the Resident Manager/Officer-In-Charge or TIEZA's authorized representative and Security Post/Detachment Report.

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 **Nine Million Eight Hundred Sixty Three Thousand Six Hundred Ninety Eight Pesos and Ninety Centavos only (Php 9,863,698.90)**

- A. Computation for Twelve (12) Months Contract based on PADPAO Rates on eight (8) hours work per day for the Club Intramuros Golf Course and Intramuros and Rizal's Bagumbayan Light and Sound Museum.
- B. Total Approved Budget for the Contract of Twelve (12) Months for Thirty (30) Security Guards:

	Operating Assets	Location	Number of Security Guards	Approved Budget for the Contract
1	Club Intramuros Golf Course (CIGC)	Intramuros, Manila	23 security guards 1 officer-in-charge	7,891,000.00
2	Intramuros and Rizal's Bagumbayan Light and Sound Museum (IRBLSM)	Intramuros, Manila	6 security guards	1,972,698.90
TOTAL			30 security guards	P 9,863,698.90



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**COST DISTRIBUTION PER MONTH**

1. Wage Order No. NCR – 22 (covers Club Intramuros Golf Course and Intramuros and Rizal's Bagumbayan Light and Sound Museum )

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*(See attached Philippine Association of Detective and Protective Agency Operators (PADPAO), Inc. REVISED Cost Distribution per Month)*

2. The bid price should include and indicate the breakdown of detailed cost distribution per month based on PADPAO guidelines.
3. It shall likewise include the following cost components:
  - a. Administrative Cost - maximum of 20%
  - b. VAT - 12% (RMC-39-2007)
4. The bid price for one calendar year, shall be fixed and not be adjusted during the contract implementation, except in the following cases:
  - a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding exceeds the daily rate specified by TIEZA;
  - b. Increase of taxes;
  - c. During the term of the contract when TIEZA justifiably need an increase or decrease the number of Security Guard services, the resulting cost of the increase or decrease, provided it should not exceed the approved budget for the applicable year.

**IX. BASIS FOR EVALUATION OF AWARD**

Evaluation and award of contract shall be in accordance with the provisions of Republic Act No. 9184.


PREPARED BY:

  
**MARY JANE S. ANDRES**  
Tourism Coordinator

NOTED BY:

  
**Atty. MARIA TERESA C. ALVAREZ**  
Manager – Operations Department

RECOMMENDING APPROVAL:

  
**JETRO NICOLAS F. LOZADA**  
Assistant Chief Operating Officer  
Assets Management Sector

APPROVED/DISAPPROVED:

  
**POCHOLO J. D. PARAGAS**  
Chief Operating Officer



## ANNEX "A"

### SET OF MINIMUM REQUIREMENTS SECURITY SERVICES

#### 1. Stability

(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:

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

**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

Thirty (30) Security Guards (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. We reserve our right to conduct inspection to ensure compliance to this requirement.

(b) Number and Kind of Communication Devices

One (1) unit cellular phone each for the Officer-In-Charge at CIGC & IRB-LSM guard while on duty.

Licensed ultra-high frequency handheld radios for twenty four (24) security guards at Club Intramuros Golf Course and six (6) security guards at the Intramuros and Rizal's Bagumbayan Light and Sound Museum while on duty. And one (1) extra unit per entity to be stationed at the office of the Resident Manager/Officer-In-Charge;

(c) Number and Kind of Vehicle

One (1) unit motorcycle with sidecar to be stationed at the Club Intramuros Golf Course

(d) Number of Licensed Guards

Actual number of guards plus 10 percent (10%)

$(30 \text{ Guards} + 3 (10\%) = 33 \text{ Security Guards})$

After receipt of the Notice to Proceed (NTP) but before deployment, the Security Agency must provide the Operating Assets with a complete and up-to-date list, photograph and Personal Data Sheet of the security