

## TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY (TIEZA)

### TERMS OF REFERENCE SECURITY SERVICES FOR TIEZA NON-OPERATING PROPERTIES in LUZON

#### I. INTRODUCTION

The Tourism Infrastructure and Enterprise Zone Authority (TIEZA) is a Government Owned and Controlled Corporation created under Republic Act No. 9593 and an attached body corporate of the Department of Tourism (DOT) have Non-Operating Properties.

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

The TIEZA through its Bids and Awards Committee is inviting interested and qualified parties to bid for the provision of Security Services for its various Non-Operating Properties located in Luzon, specifically the following:

*Table 1. Required Security Personnel for Non-Operating Properties*

TIEZA Property	Location	Number of Guards	AMOUNT in Peso	
			Monthly	Annual
Mt. Data	Sinto, Bauko, Mt. Province	2	53,963.14	647,557.68
Marcos Park	Pugo, La Union/ Tuba, Benguet	4	71,030.88	852,370.56
Paoay Properties	Paoay, Ilocos Norte and Laoag City	5	136,664.15	1,639,969.80
Agoo Playa	San Fernando, La Union	4	71,030.88	852,370.56
Pagsanjan	Pagsanjan, Laguna	3	52,117.89	625,414.68
Matabungkay	Lian, Batangas	4	69,490.52	833,886.24
Talisay	Talisay, Batangas	2	53,532.68	642,392.16
TOTAL		24	507,830.14	6,093,961.68

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

Pursuant to Section 5 (h) of RA 9184, as reiterated in Section 5 (k) of its Implementing Rules and Regulations (IRR), procurement of general support services, including non-personal or contractual services, such as security and janitorial services, falls under the definition of goods. Thus, for purposes of bidding in the procurement of security services for TIEZA Non-Operating Properties, the winning bid shall be determined by the lowest calculated and responsive bid.

In order, however to achieve proper and efficient procurement of requirements of TIEZA security services for Non-Operating Properties, the Bids and Awards Committee (BAC) shall also take into consideration, aside from the cost, other factors determining 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 legislations.

The minimum requirements prescribed in this Terms of Reference shall be used as basis in evaluation of the technical proposal of the bidder. Compliance of the bidder to said minimum requirements shall be determined using a "pass-fail system".

Correspondingly, the approved Budget for the Contract (ABC) for the specific area would be the basis for the computation of the Bid Security.

### **III. CONTRACT DURATION**

The Proposed Contract for SECURITY SERVICES for the TIEZA Non-Operating Properties shall be for one (1) year from the issuance of the "Notice to Proceed."

### **IV. QUALIFICATIONS**

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 31 July 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 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.

3. 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 ten months prior to 31 July 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.

4. The Lowest/Single Calculated and Responsive Bidder shall submit the following as Post-Qualification Requirements:
  - A medical certificate for each security guard stating that he/she is physically fit to work and perform detailed activities;
  - 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;
  - A neurologic/psychiatric test clearance for each security guard, valid within six months from the date of submission of the bidder's proposal; and
  - 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.

5. 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.

## V. TECHNICAL REQUIREMENTS

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

### 1. MANPOWER

- a. The SECURITY AGENCY shall provide TIEZA Non-Operating Properties with sufficient number of guards for the different properties in the Luzon Areas who are qualified, licensed, well-trained, appropriately armed and sufficiently equipped to guard and protect its premises and properties TWENTY FOUR (24) HOURS daily, including Saturdays, Sundays, and Holidays.
- b. The SECURITY AGENCY must ensure that the security personnel is a Filipino citizen, physically and mentally fit, with good moral character and reputation, courteous, alert and must provide proof that the security personnel is without previous record of conviction nor pending criminal case in the form of a Clearance to be issued by the NBI, PNP and Barangay.
- c. The SECURITY AGENCY shall ensure that the personnel must have the following:
  - At least three (3) years of related experience
  - With adequate knowledge in the local dialect of the area/premises, Tagalog and English
  - Must undergo and pass the required Neuro/psychiatric, COVID-19 and drug test clearances with certification from government or PNP/ NBI DOH-accredited hospitals/laboratories or other institutions valid within 6 months from Date of Submission of Bids
  - He/She must be reliable, honest, courteous and professional.
- d. The SECURITY AGENCY shall see to it that the assigned security guards possessed relevant training appropriate for the position and undergone pre-licensing Training programs for new recruits, or Refresher Training Programs for security guards with more than one (1) year experience.

Provided the items above shall be supported with regular license (Private Security License Card).

Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

### 2. SECURITY PLAN

- a. Must submit Operational Plan and Tour of Duties.

- b. Site Inspection is mandatory, to be signed by the respective Caretakers assigned at the respective property
- c. Detailed measures and innovations to be undertaken to ensure the entry and exits of personnel /TIEZA employees/visitors are monitored, loss of equipment and valuables are avoided, and threat to the property and personnel /TIEZA employees/visitor is prevented.
- d. Detailed measures and protocol for bomb threat, fire, robbery, hostage situation, rebellion, terrorism and natural calamities.
- e. VIP Protocol –security personnel will not be utilized as bodyguard of the VIP/s. Instead, the SECURITY AGENCY must include in their security plan, policies and plans to maintain the confidentiality of the guests and for proper coordination with the security personnel of the VIP.

## **VI. SCOPE OF SERVICES**

1. Effectively and continuously safeguard and protect:
  - a. The Officers, employees, and guests of TIEZA from malicious mischief, assault and other unlawful and destructive persons;
  - b. Its premises and properties from theft, pilferage, robbery, damage or loss, trespass, assault or other unlawful, and destructive acts by any person.
2. Enforce various office rules and regulation which TIEZA may promulgate from time to time.
3. Provide consistent and quality security services 24 hours daily to the TIEZA Non-Operating Properties with qualified, licensed, bonded, uniformed, highly-trained and armed security guards, and one (1) Detachment Commander per area who shall guard and protect the properties and premises and perform their duty inclusive of Saturdays, Sundays, and Holidays, and who shall be posted and distributed in accordance with the approved security plan and/or TIEZA instructions as may be relayed from time to time.

## **VII. DUTIES AND RESPONSIBILITIES OF SECURITY AGENCY**

1. The SECURITY AGENCY must comply with remittances to the government in favor of its security guards, particularly those paid to the Social Security System (*SSS*), Philippine Health Insurance Corporation (*PhilHealth*), Home Development Mutual Fund (*PAG-IBIG Fund*) and Employees Compensation Commission (*ECC*).

2. The SECURITY AGENCY must provide the Business Development Department of TIEZA with a complete and up-to-date list and photographs of the security guards assigned to the designated TIEZA Non-Operating Properties.
3. The SECURITY AGENCY will provide a minimum of **twenty four (24)** security guards to be assigned to the abovementioned TIEZA Non-Operating Properties with corresponding designated number of security guards.
4. The SECURITY AGENCY shall station appropriate number of security guards at designated strategic points within TIEZA Non-Operating Properties premises as well as roving guards especially at nighttime to ensure that no trespassing or other illegal activities are conducted within the TIEZA Non-Operating Property premises. A Security Plan shall be submitted by the SECURITY AGENCY.
5. The SECURITY AGENCY shall secure the ingress and egress within the premises of all persons or vehicles and things/materials brought in and out of said premises including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials.
6. The SECURITY AGENCY shall make the necessary written reports of any incident to TIEZA management and/or lawful authorities, as necessary, for purposes of police and other official investigations.
7. The SECURITY AGENCY-assigned personnel shall be provided with proper agency uniforms and visible identification badges. They must also be duly licensed, in accordance with the certification required of their profession and assigned post.
8. The SECURITY AGENCY shall correct any defects in the delivery of services which shall not be limited to replacement of any guard and needed security equipment, within twenty four (24) hours upon receipt of the valid written report or complaint. The correction of defects must be acceptable to TIEZA.
9. The SECURITY AGENCY shall be equipped with original, branded and duly licensed firearms and ammunitions necessary in the course of their security enforcement and maintenance of peace and order at the premises of the non-operating property and immediate vicinity.
10. The SECURITY AGENCY shall provide one (1) unit appropriate vehicle transport equipment per property for its security guards to be used in connection with its security services.

	PROPERTY	VEHICLE REQUIREMENT
1.	Mt. Data	Bicycle
2.	Marcos Park	Motorcycle
3.	Paoay Properties	Motorcycle
4.	Agoo Playa	Bicycle
5.	Pagsanjan	Bicycle
6.	Matabungkay	Motorcycle
7.	Talisay	Bicycle

8. Rates of Security Guards shall be based on a maximum of eight (8) hours shift per day on properties with more than two (2) guards and a maximum of twelve (12) hours shift per day on properties with only two (2) guards.
9. All guards to be assigned hereunder must first be introduced by the SECURITY AGENCY to, and accepted by the TIEZA. Assignment, details, substitution and deployment specifics shall be set forth in the appropriate contract.
10. The security guards must be ready to perform other tasks as may be required by TIEZA Management related to security, safety, and protection such as registration of visitors, inspection of bags or cargo (in and out), inspection of vehicles, escorting VIPs and other administrative functions.
11. For the faithful compliance of the terms and conditions of this contract, the SECURITY AGENCY shall be required to post a performance bond in favor of TIEZA in the equivalent amount and form according to a schedule provided in the bid documents.
12. The SECURITY AGENCY shall be responsible for the losses and damages suffered by TIEZA and guests made known to the latter within a reasonable period from the time of loss or occurrence, provided that such losses or damages are not due or traceable to the negligence on the part of the TIEZA personnel and its guests.

#### **VIII. 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 the resulting 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 the resulting Contract in case of the SECURITY AGENCY's failure to perform any of its obligations as enumerated in Section VI (*Scope of Work*) and Section VII (*Duties and Responsibilities of Security Agency*) 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 the resulting 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 the resulting 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 the resulting 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 the resulting 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 of the resulting Contract 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 of the resulting, 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 the resulting Contract shall be deemed to have been made unless expressed in writing and signed by it.
10. *Severability.* If any provision of the resulting 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.* The resulting 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 the resulting Contract without the prior written consent of TIEZA.

12. *Contract Amendment.* Subject to applicable laws, the resulting 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 the Contract, the former shall prevail.

## IX. EQUIPMENT TO BE SUPPLIED BY THE SECURITY AGENCY

All assigned guards including the Detachment Commander shall be equipped with licensed VHF hand-held radios. In addition, the SECURITY AGENCY shall provide cellular phone/s to Detachment Commander and/or shift-in-charge that will serve as back up in case problems arise in existing radio communication system.

### LIST OF FIREARMS AND AMMUNITIONS

Table 2. *List of Firearms and Ammunitions*

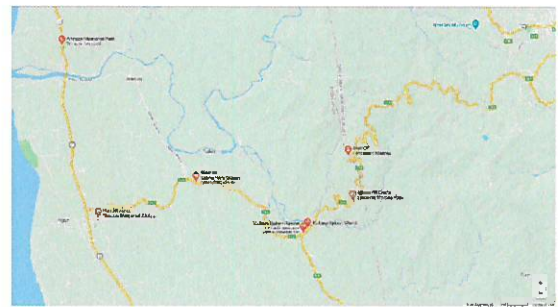
TIEZA Property	Location	Firearm Type	Quantity	Ammunitions
Mt. Data	Sinto, Bauko, Mt. Province	9mm pistol	1 per guard	15 rounds
Marcos Park	Pugo, La Union/ Tuba, Benguet	9mm pistol	1 per guard	15 rounds
Paoay Properties	Paoay, Ilocos Norte and Laoag City	9mm pistol	1 per guard	15 rounds
Agoo Playa	San Fernando, La Union	9mm pistol	1 per guard	15 rounds
Pagsanjan	Pagsanjan, Laguna	9mm pistol	1 per guard	15 rounds
Matabungkay	Lian, Batangas	9mm pistol	1 per guard	15 rounds
Talisay	Talisay, Batangas	9mm pistol	1 per guard	15 rounds

All firearms to be issued to security guards must be original, branded and duly licensed. In addition to the above firearms/ammunitions, the security guards are required to have nightsticks, handheld metal detectors and under chassis mirror as additional paraphernalia to complement the issued firearms.

## X. LOCATION OF NON-OPERATING PROPERTIES



Halsema Highway, Bauko, Mountain Province



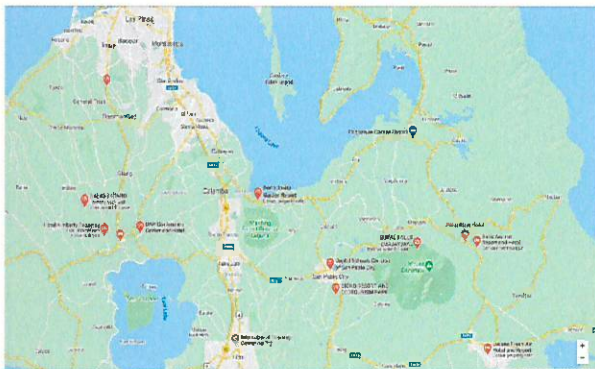
Marcos Park (Pugo, La Union and Tuba, Benguet)



Paoay Properties- Paoay & Laoag, Ilocos Norte



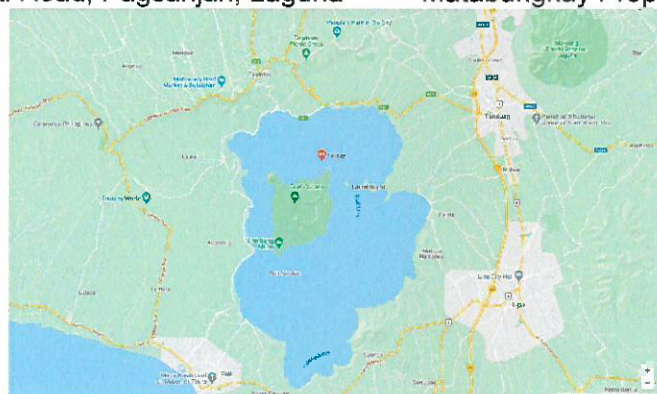
Agoo Playa Hotel, La Union



Pagsanjan - Cavinti Road, Pagsanjan, Laguna



Matabungkay Property- Lian, Batangas



Talisay Property- Talisay, Batangas

## **XI. MODE OF PAYMENT**

1. Notwithstanding the stipulated contract price, the SECURITY AGENCY shall be paid only for the services actually rendered by its security guards.
2. At the end of the month, after delivery of the security services to the project site, the SECURITY AGENCY shall submit monthly billing statement and the Daily Time Records (DTR) of the security guards, which shall be validated by the procuring entity's authorized representative with attached detailed daily reports of any significant events or inputs in a logbook should also be submitted.

### **Payroll Presentation should indicate the following:**

#### **Daily Time Records**

#### **Name of the Security Guard**

#### **Actual number of hours and days rendered for the period**

#### **Duly signed by the assigned Caretaker, Guard and its Detachment Commander**

In case of no authorized representative, the logbook and certification from the supervising Detachment Commander should be attached.

3. No request for payment shall be approved or granted unless supported by the validated billing statement and DTR's.
4. Submission of reports should be accompanied with attached previous copies of pay slips and evidence of receipt by the security guards in addition to proof of remittance of premiums to SSS, PhilHealth, PAG-IBIG Fund and ECC for the benefit of the security guards.

## **XII. APPROVED BUDGET FOR THE CONTRACT (OF ONE YEAR)**

1. The Financial Proposal shall reflect the breakdown of all costs, necessary for the execution of the contract, as follows:
  - a. Computation for One (1)- Year Contract based on the PADPAO Rates based on eight (8) hours work per day for Marcos Park, Pagsanjan Garden Resort, Agoo Playa and Matabungkay Property, and twelve (12) hours work per day for Mt. Data Hotel, Paoay Properties and Talisay Property

	Property	Work-Hour Requirements PER DAY
1.	Mt. Data	12
2.	Marcos Park	8
3.	Paoay Properties	12
4.	Agoo Playa	8
5.	Pagsanjan	8
6.	Matabungkay	8
7.	Talisay	12

- b. Total Approved Budget for the Contract of One (1) Year for Twenty-four (24) Security Guards:

Table 4. Approved Budget Contract

TIEZA Property	Location	Approved Budget for the Contract
Mt. Data	Sinto, Bauko, Mt. Province	647,557.68
Marcos Park	Pugo, La Union/ Tuba, Benguet	852,370.56
Paoay Properties	Paoay, Ilocos Norte and Laoag City	1,639,969.80
Agoo Playa	San Fernando, La Union	852,370.56
Pagsanjan	Pagsanjan, Laguna	625,414.68
Matabungkay	Lian, Batangas	833,886.24
Talisay	Talisay, Batangas	642,392.16
<b>TOTAL</b>		<b>6,093,961.68</b>

**SIX MILLION NINETY-THREE THOUSAND NINE HUNDRED SIXTY-ONE PESOS AND SIXTY-EIGHT CENTAVOS**

**COST DISTRIBUTION PER MONTH:**

Table 5. Cost Distribution Per Month

	Properties	Region
Wage Order No. RB 1-20	Marcos Park	1
	Paoay Properties	1
	Agoo Playa Hotel	1
Wage Order No. RB CAR-20	Mt. Data	CAR
Wage Order No. RB 4A-18	Pagsanjan Garden Resort	CALABARZON
	Matabungkay Properties	CALABARZON
	Talisay Properties	CALABARZON



*(Kindly see attached PADPAO 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 - 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.

## XII. BASIS FOR EVALUATION OF AWARD

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

### RECOMMENDING APPROVAL:

  
JETRO NICOLAS E. DOZADA  
Assistant Chief Operating Officer  
Assets Management Sector  


### APPROVED/DISAPPROVED

  
POCHOLE D. PARAGAS  
Chief Operating Officer

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*Table 5. Cost Distribution Per Month 13*



**SET OF MINIMUM REQUIREMENTS  
Security Services**

**1. STABILITY**

**a. Years of Experience –**

**At least five (5) years prior 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 = [(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**

**Actual Number of Guards (1 Guard: 1 Firearm)**

Minimum Security Equipment required by TIEZA

- At least twenty four (24) hand-guns with ample ammunition for all seven (7) properties

**b. Number and Kind of Communication**

**One (1) VHF Handheld Radio to all on duty guards per area**

Minimum Security Equipment required by TIEZA

- At least fourteen (14) hand-held communication radio (two-way radio) and 1 unit mobile communication radio that will serve as base radio with at least 5 watts power capacity.

**c. Number and Kind of vehicle**

**One appropriate vehicle each for the following TIEZA properties:**



<b>TIEZA Property</b>	<b>Location</b>	
Mt. Data	Sinto, Bauko, Mt. Province	Bicycle
Marcos Park	Pugo, La Union/ Tuba, Benguet	Motorcycle
Paoay Properties	Paoay, Ilocos Norte and Laoag City	Motorcycle
Agoo Playa	San Fernando, La Union	Bicycle
Pagsanjan	Lian, Batangas	Bicycle
Matabungkay	Talisay, Batangas	Motorcycle
Talisay		Bicycle

d. Number of Licensed Guards

**Twenty four (24) licensed guards.**

**Stand-by Guards.** The SECURITY AGENCY shall provide stand-by guards that can immediately take the place of security guards who are absent, on leave, AWOL, resigned, terminated or otherwise, incapable of performing the duties and responsibilities stated herein.

### 3. SECURITY PLAN

- a. Site Inspection is mandatory, to be signed by the respective Caretakers assigned at the respective property. A letter requesting to conduct site inspection shall be addressed to the manager of Business Development Department at least two (2) days prior to scheduled inspection.
- b. Must submit Operational Plan and Tour of Duties
- c. Detailed measures and innovations to be undertaken to:
  - Ensure monitored entry and exits of personnel
  - Avoid loss of equipment and valuables
  - Prevention of threat to property, TIEZA personnel and guests
- d. Detailed measures and protocol for
  - Bomb threat
  - Fire
  - Robbery
  - Hostage situation
  - Counter-terrorism
  - Natural calamities
- e. VIP Protocols

### 4. OTHER FACTORS

a. Recruitment and Selection Criteria

- Filipino citizen, 27- 45 years old, attained at least Second Year in college education and with 3 years relevant experience
- For the Detachment Commander, graduate of any bachelor course, preferably criminology with three years of supervisory experience in the security agency industry
- Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience
- Physically and mentally fit with good moral character
- Clearances from Barangay, PNP and NBI
- Knows how to deal pleasantly and courteously with personnel, clients and general public, supported with a Certification from the Security Agency
- Medical certificate, neurological/psychiatric test clearance, and drug test clearance from government or DOH-accredited hospitals, laboratories or other institutions valid within 6 months from Date of Submission of Bids
- COVID-19 test clearance timely made prior to deployment

Provided that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

b. Completeness of Uniform and Other Paraphernalia

Standard component (Specific List)

Cap, white long sleeves with collar and neck tie, blue pants, black shoes, hand cuffs, metal detector, flashlight, medical kit, pro-baton night stick.

c. Company Manual of Operations to include disciplinary measures

d. Notwithstanding the stipulated contract price, the SECURITY AGENCY shall be paid only for the services actually rendered by its security guards.

## **SECURITY PLAN OF THE TOURISM INFRASTRUCTURE AND ENTERPRISE ZONE AUTHORITY**

### **I. MISSION**

To conduct comprehensive security operations for the protection of TIEZA Non-Operating Properties, officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism, and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

### **II. OBJECTIVE**

1. Undertake security measures for effective protection of TIEZA officials, personnel and Non-Operating Properties
2. Undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural)
3. Undertake preventive measures that will deter unauthorized individuals from entering premises of TIEZA Non-Operating Properties
4. Enforce existing TIEZA security rules and regulations on personnel and guests
5. Perform other operations as deemed necessary by TIEZA Management.

### **III. CONCEPT OF IMPLEMENTATION**

#### **1. PRE-DEPLOYMENT PHASE**

In coordination with TIEZA Management, the incoming security contractor shall organize an advance team who will conduct a pre-deployment orientation on-site. At the expense of the winning bidder, the said advance team will render duties upon winning the contract.

#### **2. SERVICE TAKE OVER/DEPLOYMENT PHASE**

- a. The incoming security force listed in the manning detail order must attend a briefing to be conducted by TIEZA Assets Management Sector. Thereafter, they shall be posted alongside with the designated caretaker to get acquainted with their assignments.
- b. The authorized representative of TIEZA shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor.

- c. A list of the incoming security personnel at the assigned TIEZA Non-Operating Properties together with their individual bio-data and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted three (3) days in advance to the TIEZA Assets Management Sector for scrutiny and approval.
- d. During the actual takeover of duties at the assigned TIEZA Non-Operating Properties, the Security Guards shall be accompanied and closely supervised by the assigned Detachment Commander or Operations Manager of the Security Agency assigned in the Area.
- e. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Proposal) and all necessary documents such as duty detail order, guard's license, copy of firearms license, individual company ID.

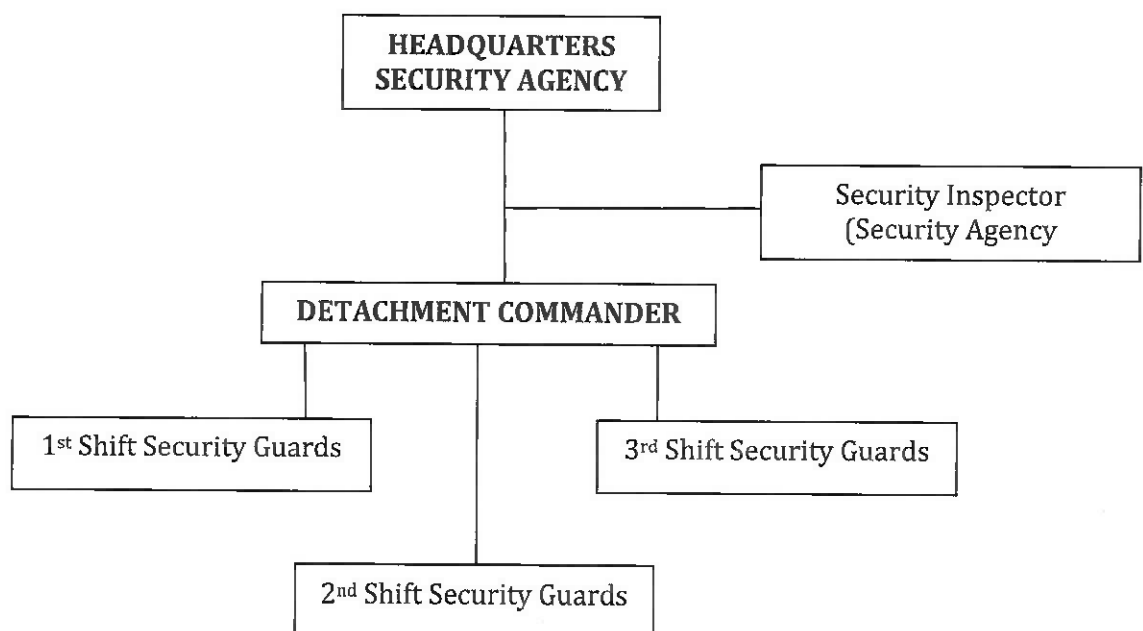
### **3. LOGISTICS**

- a. The Security Contractor will provide the security force with the minimum equipment required under the bidding rules deemed necessary in the effective implementation of security policies, rules and regulations of TIEZA.
- b. The Security Contractor will also provide the Daily Time Record (DTR), other logistical supplies such as logbooks, uniform, and other paraphernalia.

### **4. ADMINISTRATION**

- a. Organizational Structure – “ANNEX C”
- b. Operating Policies and Procedures – “ANNEX D”
- c. Regular monthly meeting with the Client or as necessary.
- d. Announced and unannounced visit/inspection will be conducted by TIEZA.

ORGANIZATIONAL STRUCTURE OF THE SECURITY FORCE



## **OPERATING POLICES AND PROCEDURES**

This operating policies and procedures of the Security Guards are hereunder grouped into functions, duties and responsibilities, place of assignments, number of hours of duties, equipment requirements and actions to be followed in time of natural and man-made disasters.

### **1. HEADQUARTERS, SECURITY AGENCY**

- a. Act as liaison with TIEZA Management
- b. Provide guidance to the Detachment Commander
- c. Extend managerial support to the Detachment Commander
- d. Procure supplies and equipment that are needed by the Security Force
- e. Provide assistance to the members of the Security Force assigned at TIEZA Non-Operating Properties
- f. Monitor the daily operations of the Security Force at TIEZA Non-Operating Properties
- g. Provide security related services like VIP Escort, background investigation, surveillance and other duties as the TIEZA Management may direct

### **2. DETACHMENT COMMANDERS**

- a. Has all-over responsibility of the members of the Security Force in the TIEZA Non-Operating Properties
- b. Provide leadership and direction for the Security Guards
- c. Responsible to the TIEZA Management for the implementation of all rules and regulations relevant to security matters
- d. Monitor the performance and efficiency of the security guards and recommend the relief of misfits
- e. Serve as liaison between the TIEZA and Security Agency
- f. Prepare and submit special reports of unusual incidents
- g. Submit and prepare guard detail order and monthly security report and conditions of secured properties
- h. Advise TIEZA Officials concerned regarding measures to be undertaken to improve the security of the TIEZA Non-Operating Properties
- i. Conduct Troop Information and Education to all guards once a month or as the need arises
- j. Perform other duties as TIEZA and/or the security agency may direct

### **3. POST GUARDS**

- a. Operate and enforce the system of personal identification
- b. Observe and patrol the perimeters, areas, structures, and activities of security interest

- c. Apprehend persons attempting or gaining unauthorized access to restricted areas and those committing unlawful acts
- d. Check depositories, rooms, or buildings, of security interest any time, in addition to the normal working hours to determine that they are properly locked and are otherwise in order
- e. Enforce the established system control over the removal of property and material from the compound, as may be applicable
- f. Respond to protective alarm signals or other indicators of suspicious activities of lawless elements
- g. Submit written reports of any unusual incidents
- h. Prevent the occupation of informal settlers and construction of any structures without the necessary written permits from TIEZA Main Office
- i. Perform other duties as TIEZA and/or the security agency may direct

#### **4. ENTRANCE/EXIT GATE/PARKING**

- a. Safeguard and protect parked TIEZA authorized vehicles properly within the TIEZA Non-Operating Properties
- b. Maintain a logbook on the arrival and departure of TIEZA authorized vehicles;
- c. Enforce all existing TIEZA security rules and regulations
- d. Conduct inspection of all rooms inside the TIEZA Non-Operating Properties premises to switch off all electrical equipment neglected
- e. Switch-on all necessary perimeter security lights within the area of the TIEZA Non-Operating Properties during nightfall
- f. Prohibit individuals, groups, vendors, or solicitors from entering the premises of the TIEZA Non-Operating Properties
- g. Submit reports of any unusual incidents
- h. Perform other duties as TIEZA and/or the security agency may direct

#### **5. ROVING GUARDS**

- a. All roving guards must politely guide, check and observe situations of visitor's within the premises of the TIEZA Non-Operating Properties
- b. Guide visitors to their destination within the TIEZA Non-Operating Properties premises
- c. Check and prevent unauthorized persons from loitering in the TIEZA Non-Operating Properties premises without official business or transactions or authority
- d. Impose all existing TIEZA security rules and regulations
- e. Be familiar with the whole premises of the TIEZA Non-Operating Properties;
- f. Be alert at all times
- g. Submit reports on any unusual incidents
- h. Prevent the occupation of informal settlers and construction of any structures without the necessary written permits from TIEZA Main Office
- i. Perform other duties as TIEZA and/or the security agency may direct

## 6. COMPOUND/BUILDING SECURITY ACCESS SYSTEM

Secure all main entry/exit doors and gates in order to prevent the entry of unauthorized people carrying deadly weapons, explosive, toxic chemicals, contraband items, prohibited drugs and other harmful materials to prevent pilferage and destruction of TIEZA property.

- For vehicles of visitors, clients and employees:
  - a. Maintain a record of departure and arrival of all vehicle within the TIEZA Non-Operating Properties premises. The record should indicate the plate number, time-in and out, the name of the driver and company name
  - b. All vehicles entering the compound will be subject to a thorough inspection. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest
  - c. Visitors who refuse subject his vehicle for inspection shall be denied entry
  - d. The guards at the entrance gates must be equipped with the under-chassis mirror for inspection under the vehicle
- Record and check entry and exit of packages, equipment, firearms, and deadly weapons, including their safekeeping:
  - a. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/ residence address, purpose of visit, signature and time-in/out
  - b. Individuals found in possession of deadly weapons will be subject for investigation. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the name of the owner, model/type/caliber of firearm, date and time in/out. When the owner needs to leave the compound he/she must surrender the deposit slip to the guard to retrieve his weapons/firearms
  - c. Individuals in possession of deadly weapons who are found unauthorized by law will be apprehended and turned over to the nearest police station
  - d. Require the owner of every vehicle intending to leave the area to open its trunk compartment. If TIEZA property is found on board, pass slip or gate pass signed by authorized TIEZA property officer shall be required
  - e. For hand-carried TIEZA property brought out of the TIEZA Non-Operating Properties premises shall be accompanied with property pass slip or gate pass signed by authorized TIEZA property officer shall be required
  - f. Deny the pull-out of TIEZA property that is not covered by pass slip or gate pass
  - g. Must inspect and ensure that the property being brought out are indicated in the property slip or gate pass. They will record the name/kind of equipment



including the serial number, person responsible, time and date. Sealed boxes brought outside the premises will be required for inspection

**7. RECORD AND CHECK ENTRY OF VISITORS WITH OR WITHOUT VEHICLES, SERVICEMEN, SERVICE PERSONNEL, CONTRACTORS IN CASE OF REPAIR OR REHABILITATION OF STRUCTURES ETC.**

- a. A control on the number of vehicles will be implemented to avoid congestion. The guard shall require the owner or driver of the vehicle to leave his license to the guard at the entrance gate. The guard will record the owner's name including the name, type of vehicle, time-in and out. Upon leaving the compound the driver's license shall be returned
- b. A record of arrival and departure of vehicle will be kept in the possession of the security Detachment Commander and be made available for verification when the need arises
- c. The guard on duty must properly control and direct the entrance of any vehicle within the TIEZA Non-Operating Properties premises. Loading and unloading operations shall be supervised by guards to assure that unauthorized material or person enter/leave the building premises
- d. Upon entry at the premises of the TIEZA Non- Operating Properties, the guard shall require them to sign/log-in the visitor logbook indicating the name, address, purpose, time-in and out and signature

**8. EMERGENCY PLAN**

Security Personnel are enjoined to act during disaster whether man-made or natural calamity. Below are the procedures to be followed:

- Fire
- a. In case of fire, the responding guard shall first determine the cause of fire. After determining, he shall use the appropriate fire extinguisher intended for that classification of fire.
  - b. If the fire cannot be stopped, the guard shall immediately initiate the following:
    - o Call the nearest fire department
    - o Secure all ingress and egress and allow no one to enter the building except authorized person only
  - c. Observe any suspicious looking individual who could be a possible arson suspect
  - d. Record the event of fire from time to time, e.g. color of smoke, speed of fire, location and origin of fire. This will help fire investigators in locating possible evidences
  - e. After the fire is contained and the premises declared safe by fire experts, guards will allow no one to enter the premises except those authorized
  - f. Prepare a written incident report addressed to TIEZA

- Bomb Threat

- a. Coordinate with the local law enforcement authorities, call the bomb disposal units and inform the fire department
- b. Execute an immediate search of the area if there is still enough time
- c. If the bomb is found, do not touch it. Cordon the area
- d. Evacuate the people in the nearby places that may be reached by the explosion
- e. If the bomb squad expert already defused the bomb, execute a search for the second time to clear the area before allowing anybody to enter the place
- f. Prepare and submit a written incident report addressed to TIEZA

- Typhoon

- a. Observe the surrounding and detect possible danger from falling branches or any object placed on a higher ground
- b. If the area is flooded, check if the water reaches electrical outlets, if so, inform the caretaker, if any, to switch off the power line
- c. Locate safe places for evacuation in case the situation will worsen
- d. After the typhoon, request maintenance personnel or caretaker to inspect all electrical lines especially plugs for possible damages
- e. Prepare and submit a written incident report addressed to TIEZA

- Reported loss and incident of theft/robbery case

- a. Proceed to the scene of the crime for possible preservation and recovery traces of evidences
- b. If possible, take a photograph of the scene, but do not touch anything
- c. List down personnel or people present during the discovery of the loss
- d. Conduct initial inquiry or investigation
- e. Summon assistance from the agency investigators if the need arises
- f. Blotter the incident with the nearest police station that has jurisdiction of the place
- g. Prepare and submit a written incident report addressed to TIEZA. Conduct investigation of the case and submit progress reports

- Earthquakes and other Natural Calamities

- a. Guard on post must immediately assist to the best of his ability to protect and evacuate to safer area the concerned VIP's and employees of TIEZA
- b. Send immediately those employees hurt in the course of the quake to the nearest hospital
- c. In case of an earthquake, security guards are expected to act as first responders, therefore they must have undergone the basic course in basic life support or first aid

- Hostage Situation

- a. Security guards shall immediately notify TIEZA management thru the Assets Management Sector/ Business Development Department and at the same time report to the nearest PNP unit of the hostage situation for immediate appropriate action
- b. Guard on post must keep the line of communication open for the hostage taker and if necessary the hostage victim in order to determine the motive and purpose of the hostage taker
- c. Guards must avoid being reckless and avoid confrontational approach with the hostage taker
- d. Guards on duty shall not allow other people to intervene who might worsen the situation. Guards should also wait for the arrival of the PNP personnel and other government authorities who are experts in crisis management for hostage taking
- e. Guards must coordinate with the PNP personnel and Crisis Management Team for any information that he gathered

- Terrorism, Rebellion and Coup D' Etat

- a. The security force in the area should not cooperate with the rebel group
- b. The assigned guard on duty must immediately inform TIEZA Management as well as his agency and his supervisors of the situation they have encountered
- c. In case the terrorist, rebel group or leader of coup d'etat have intruded the premises of the TIEZA property, the guard on post and all available off duty guards and officers will immediately wait for the supervision of the PNP and AFP. As a para-military unit, it can therefore be activated by the higher headquarters to act and support the AFP in times of emergency.

## 9. OTHER SERVICES

The security agency on its account shall provide additional services to the Tourism Infrastructure and Enterprise Zone Authority Non-Operating Properties, free of charge, namely:

- a. Nightly inspection of the guards on post by designated agency inspectors
- b. Investigate reports on security agency personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by agency investigator duly accredited by the Philippine National Police- Security Agency Guards Supervision Division (PNP-SAGSD);
- c. A bi-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of TIEZA
- d. In-service training program and re-training of security personnel, especially on the four basic rules of gun handling
- e. The security specialist of the security agency will also conduct a regular Security Risk Assessment aside from the risk assessment of the detailed

- Detachment Commander to evaluate the existing security measures and provide recommendations in case there is need to change the security system
- f. In coordination with law enforcement agencies a continuous intelligence networking by soliciting/gathering information within the areas to detect any criminal operations
  - g. Other security gadgets/equipment which TIEZA may require to meet its growing needs.

## DOCUMENTARY REQUIREMENTS DURING OPENING OF BIDS

The following requirements should be submitted by the SECURITY AGENCY during Opening of Bids:

1. *An authenticated copy of License and registration/ proper and valid License to Operate (LTO)* issued by the Philippine National Police (PNP) – Supervisory Office on Security and Investigation Agencies (SOSIA).
2. *An authenticated copy of its PADPAO Certificate of Membership/Registration* if it is a member of the Philippine Association of Detective and Protection Agency Operators, Inc. (PADPAO).
3. 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 July 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.
4. *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.

5. *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 July 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.

6. *Proof of relevant training* of the assigned security guards appropriate for the position and pre-licensing Training programs for new recruits, or Refresher Training Programs for security guards with more than one (1) year experience.

Provided the items above shall be supported with regular license (Private Security License Card).

Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

Provided that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

7. *Proof of financial capacity* to directly pay at least three months in advance of the amount of the salary and wages in favor of its employees.

**DOCUMENTARY REQUIREMENTS DURING POST QUALIFICATION AND THOSE PRIOR TO CONTRACT IMPLEMENTATION**

The Lowest/Single Calculated and Responsive Bidder shall submit the following **as Post-Qualification Requirements:**

1. A medical certificate for each security guard stating that he/she is physically fit to work and perform detailed activities
2. 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
3. A neurologic/psychiatric test clearance for each security guard, valid within six months from the date of submission of the bidder's proposal, and
4. 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.

The Winning Bidder shall submit the following document **after issuance of Notice to Proceed and prior to implementation of contract:**

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.