

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 6th & 7th 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 property 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
Marcos Park	Pugo, La Union/ Tuba, Benguet	4	71,685.42	860,225.05
Paoay Properties	Paoay, Ilocos Norte and Laoag City	5	137,819.71	1,653,836.49
Agoo Playa	San Fernando, La Union	4	71,685.42	860,225.05
Pagsanjan	Pagsanjan, Laguna	3	52,594.06	631,128.67
Matabungkay	Lian, Batangas	4	70,125.41	841,504.90
Talisay	Talisay, Batangas	2	53,983.83	647,806.01
San Fabian PTA Beach Resort	Barangay Bolasi, San Fabian, Pangasinan	4	110,255.71	1,323,069.19
	TOTAL	26		6,817,795.36

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 on 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 13 July 2022, 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 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.

4. 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.

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 and employees, and guest 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 photograph of the Security Guards assigned to the designated TIEZA Non-Operating Properties.

3. The SECURITY AGENCY will provide a minimum of **twenty-two (22)** 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.
11. Rates of Security Guards shall be based on a maximum of eight (8) hours shift per day and a maximum of twelve (12) hours shift per day as follows:
Eight (8) Hours shift per day
 - a. Marcos Park
 - b. Pagsanjan Garden resort
 - c. Agoo Playa Property
 - d. Matabungkay Property

Twelve (12) Hours shift per day

- a. Talisay Property
- b. Paoay properties
- c. San Fabian PTA Beach Resort

12. 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.
13. 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 VIP's and other administrative functions.
14. 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.
15. 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 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.

If 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.

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
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
Agoon 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
San Fabian PTA Beach Resort	Barangay Bolasi, San Fabian, Pangasinan	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. MODE OF PAYMENT

1. Notwithstanding the stipulated contract price, the SECURITY AGENCY shall be paid only for the services 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.

XI. 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 with eight (8) hours of work per day for Marcos Park, Pagsanjan Garden Resort, Agoo Playa and Matabungkay Property, and twelve (12) hours work per day for San Fabian PTA Beach Resort, Paoay Properties and Talisay Property.

Table 3. Cost Breakdown

PROPERTY	COST BREAKDOWN	RATE PER GUARD	MONTHLY BUDGET (Philippine Peso)	ANNUAL BUDGET
1. Marcos Park (Tuba, Benguet & Pugo, La Union) 8 hours duty				
a. Total Amount to Guard & Gov't	14,641.63			
b. Agency Fee	2,928.33		4 guards @	
c. Value Added Tax	351.40	17,921.36	71,685.42	860,225.05
2. Paoay Properties (Paoay & Laoag, Ilocos Norte) 12 hours duty				
a. Total Amount to Guard & Gov't	22,519.56			
b. Agency Fee	4,503.91		5 guards @	
c. Value Added Tax	540.47	27,563.94	137,819.71	1,653,836.49

- 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.


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

Noted:


MARK T. LAPID
Chief Operating Officer

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**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) (10)] 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: