

## **TECHNICAL SPECIFICATIONS**

### **SECURITY SERVICES FOR CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES**

#### **I. INTRODUCTION/ BACKGROUND**

Construction Industry Authority of the Philippines (CIAP) is a government agency created to promote, accelerate and regulate the growth and development of the construction industry in conformity with national goals. It exercises authority, jurisdiction and supervision over the following agencies which act as its implementing arms: Philippine Contractors Accreditation Board (PCAB), Philippine Overseas Construction Board (POCB), Philippine Domestic Construction Board (PDCB), Construction Manpower Development Foundation (CMDF), and Construction Industry Arbitration Commission (CIAC).

CIAP has its Office in Makati City and a training center in Cavite to carry out its mandated functions. CIAP needs security service to protect its property located in Makati and Cavite. Thus, the requirement of the proposal is to provide guards to protect such property.

#### **II. OBJECTIVE**

The objective of this terms of reference is to engage a suitably qualified private security firm to provide security services to protect the property of and provide monthly reports to CIAP. The security firm must currently be registered under Security Industries Authority (SIA) and possess the technical capacity indicated in the express their interest (EOI) to CIAP. The details and extend of the work is defined under scope of work and the requirement from the bidders are also outlined under requirement of this terms of reference (TOR)

#### **III. SCOPE OF WORK**

Provision of Security Service for **Construction Industry Authority of the Philippines (CIAP) and Its Implementing Boards** including tools,

equipment, materials and supplies necessary, appropriate and incidental for the optimum operation and maintenance to ensure that the entire office/installation/properties and premises, to include its assets are secured, protected and maintained at all times. This scope of work also includes the performance and/or conduct of personnel, property and events security management; office rules, regulation and policy enforcement; disaster preparedness and mitigation management; investigation and intelligence administration in all areas covered by this contract.

It shall provide six (6) security guards in the Construction Manpower Development Foundation Training Center (CMDFTC) in Cavite and four (4) security guards in CIAP Makati Office.

#### **IV. DURATION OF AGREEMENT**

The Procuring Entity shall engage the services of the service provider for three (3) years subject to yearly contract which will depend on the accomplishment evaluation and performance of the service provider. The engagement shall start from 16 May 2021 to 15 May 2024 (One contract per year renewable every year for three (3) years subject to satisfactory evaluation).

#### **V. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The ABC is Three Million Seven Hundred Thirty-nine Thousand (Php3,739,000.00) for one year.

#### **VI. ADDITIONAL DOCUMENTARY REQUIREMENTS**

1. Certificate of Membership issued by the Philippine Association of Detective and protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter;
2. Certificate of Registration from Social Security System (SSS);
3. Certificate of Registration from HDMF;
4. Certificate of Registration from PhilHealth; and
5. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE).

## VII. FUNCTIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

1. Provide security services to CIAP and its Implementing Boards for three (3) years from 16 May 2021 to 15 May 2024 (One contract per year renewable every year subject to satisfactory evaluation). It shall effectively and continuously safeguard and protect the guests, personnel, premises, and properties of CIAP from theft, pilferage, robbery, damage or loss, malicious mischief, trespass, assault or other unlawful and destructive acts by strangers or any person. It shall also enforce various office rules and regulations which CIAP may promulgate from time to time.
2. Provide the CIAP with qualified, licensed, bonded, uniformed, and highly trained security guards who shall guard and protect the properties and premises of CIAP 24 hours daily, including Saturdays, Sundays, and holidays. The guards shall be posted and distributed following the CIAP schedule of guard assignment. The guards shall likewise possess the qualifications prescribed in RA No. 5487 as amended by Presidential Decree No.11-A dated January 17, 1973, entitled "An Act to Regulate the Organization and Operation of Private Detective, Watchman or Security Guard Agencies.
3. Services Specifications. The number of personnel shall be ten (10) security guards Six (6) to be assigned at CMDFTC (Cavite) and four (4) at CIAP (Makati) strictly under the employment of the contractor who shall be subject to the pre-screening by the CIAP-General Administrative Services and whose Personnel Information Sheet (with complete attachments as specified in the SCC) including their appropriate clearances and licenses issued following existing laws and regulations.

The security supervisors/officers and guards must possess the following qualifications:

- 3.1 Physically and mentally fit and must have passed a neuropsychiatric examination administered by the National Center Mental Health or any government hospital/clinic duly accredited to conduct such tests. Proof of examination is required;
- 3.2 Must have undergone drug test and certified by duly accredited government hospital or by the National Bureau of Investigation that he/she is not a drug dependent. Proof of test is required;
- 3.3. Must have at least forty (40) units of college subject or equivalent of completed one (1) year of college education for security guards. Must be a college graduate. Proof is required; and
- 3.4 Not less than twenty-five (25) years nor more than forty-five (45) years old and at least 5'4 in height and weighs at least 63

kgs for security guards. Not less than thirty (30) years or more than fifty (50) years old. Unless CIAP prefers otherwise which preference should be conveyed to the contractor in writing.

4. Complete Uniform. A complete set of the uniform shall consist of the following:

Complete set of the uniform consists of CIAP required uniform (type, color, and cut of the uniform shall be in accordance with Sec. 14 of RA No. 5847 as amended by PD No. 1919)

CIAP may require security guards like the supervisors to wear office Barong instead of the guard uniform.

The Procuring Entity prohibits the service provider to charge the security guards to be assigned in CIAP for their uniforms.

5. Equip each detailed guard with firearm and ammunition, equipment, and other paraphernalia whenever on duty as prescribed by pertinent laws and regulations. All firearms must be presented during the initial general formation. Firearms should be in good condition with a complete load of ammunition. No "Paltik" or improvised firearms shall be issued to the security guards

Each Security Team (guards on duty) should be equipped with the following:

- 5.1 One (1) unit 9mm Pistol with ammunition, loaded with one (1) extra clip;
- 5.2 Handheld radio transmitter/receivers with individual chargers, headset, microphone, and spare battery pack per post;
- 5.3 Reflectorized traffic vests (for those assigned in CMDFTC);
- 5.4 Bullhorn;
- 5.5 Ostrich Mirror (for CMDFTC);
- 5.6 Raincoats;
- 5.7 Steel Batton;
- 5.8. Rainboots;
- 5.9 Metal detector;
- 5.10 Heavy duty umbrellas;
- 5.11 Rechargeable Search Light / Heavy-duty flashlight;
- 5.12 One (1) unit Shotgun with twelve (12) extra round of ammunition for CMDFTC;
- 5.13 Firearms Vault;
- 5.14 First Aid Kit;\*
- 5.15 Whistle;\*

- 5.16 Face shield;\*
- 5.17 Face mask;\*
- 5.18 All necessities for COVID-19 protocols;
- 5.19 Office basic supplies (assorted) (as required);
  - Batteries
  - Logbook
  - Bond papers
  - Ballpen
- 5.20 Handcuff;\*
- 5.21 Tear gas;\*
- 5.22 Search stick;\*and
- 5.23 Truncheon

\* per guard on duty

- 6. Individual Documentary Requirements Per Proposed Personnel. Personnel Data Sheet (PDS) to be presented to the CIAP on the day of formation (with complete attachments) of the security guards deployed in the CIAP, as follows (certified true copy):

- 6.1 Resume/Bio Data;
- 6.2 Transcript of Records;
- 6.3 Diploma for College or Technical Course Graduate;
- 6.4 NBI, Police and Barangay Clearance;
- 6.5 Court Clearance (MTC and RTC);
- 6.6 Security License;
- 6.7 SSS Number/ E1/SSS IDE;
- 6.8 BIR TIN;
- 6.9 Birth Certificate;
- 6.10 Certificate of Good Standing from the last/previous Employer;
- 6.11 Medical Certificate;
- 6.12 Training Certificate/s;
- 6.13 Neuro-Psychiatric (NP) Result; and
- 6.14 Drug Test Result

- 7. Comply with pertinent provisions of all relevant laws such as, but not limited to, the Labor Code, living allowance, 13th month pay, PD No. 351, Minimum Wage Law, PhilHealth, Social Security Law, the Employees' Compensation Act, and other related laws. It is understood that the service provider is an independent contractor and therefore, there is no employee-employer relationship between the CIAP and the winning service provider.
- 8. Ensure that all guards shall follow the rules and regulations which the CIAP may issue.

9. Discipline, supervise, and control its security guards in accordance with RA No. 5487 as amended.

10. Replace any guard within seventy-two (72) hours upon request by CIAP in writing due to, but not limited to, unsatisfactory performance.

Provide for the additional security guard as required by CIAP within twenty-four (24) hours upon receipt of the notice, whenever such need arises.

11. Conduct investigation, upon request by CIAP, on breach of security by any person within CIAP premises including the commission of crimes against person or property, and submit an initial report within twenty-four (24) hours.

12. The service provider shall be liable to CIAP for any loss, theft, robbery, pilferage, damage, or injury to life/property under its protection during the hours guarded by the security forces. Likewise, the service provider shall be liable whenever such loss, damage or injury, or the aggravation of the loss, damage, or injury was due to the negligence of its security personnel, unless such loss, theft, damage, or injury is found attributable to the fault or negligence of CIAP or its agents or is due to force majeure or fortuitous events.

*Replacements/payment of the lost item shall be made by the service provider within thirty (30) days upon establishment of negligence on the part of the concerned security guard, which caused the said loss.*

13. Hold CIAP free from any third party claim arising out of personal injury, death, unpaid wages/benefits, or for damages caused by the guard to himself, or others, whether or not the same arose out of or in the performance of duties. In the event that CIAP is held liable for the failure of the service provider to act immediately on any of the above claims for which the service provider is liable under the law, CIAP shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due to the service provider.

14. Maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which shall include, among others the following – quality of service rendered, time management, management and suitability of personnel, contract administration, and management, and provision of regular progress reports.

15. Secure all necessary government permits and licenses or the performance of its services.
16. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided for under DOLE Department Order No. 150- 16 Section 7.5 and other related legislated laws and mandatory remittances to a government institution in accounting rules and regulations.
17. Assume full responsibility for any claims of its security personnel relative to their employment with the Service Provider and that, in case of an accident, injury, or illness incurred in the line of duty, CIAP should not in any way be made liable by the Service Provider.
18. Be responsible in the filing of a report to the police or appropriate authority for any incidents involving police matters (e.g., theft, robbery, physical injury, and crime against persons or property), copy furnished CIAP.
19. Pay the salaries, benefits, and other incentives and allowances of all guards, in a timely and efficient manner, following existing laws, rules and regulations.
20. Submit bi-monthly / fifteen-day period billing statements to respective CIAP with the attached copy of proof of payments for security personnel and mandatory contributions to SSS, PhilHealth, Pag-IBIG/HDMF, among others for the previous billing period.
21. Ensure on-time payment of salaries to its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract may be considered as a basis for the pre-termination of the existing contract and the entire agreement.
22. The service provider must be able to provide security services as follows:

Place of Assignment	No. of Security Guards	Schedule	
		Time	Day
PCAB (Makati)	1	Shift 1 7:00AM - 7:00PM	Monday to Friday
CMDF/POCB/PDCB (Makati)	1	Shift 1 7:00AM - 7:00PM	Monday to Friday
		Shift 1 7:00AM - 7:00PM	Monday to Friday
Entire CIAP (Makati)	1	Shift 2 7:00PM - 7:00AM	Monday to Saturday
Main Gate (Cavite)	2	Shift 1 7:00AM - 7:00PM	Monday to Sunday

		Shift 2 7:00PM - 7:00AM	
Dormitory (Cavite)	2	Shift 1 7:00AM - 7:00PM Shift 2 7:00PM - 7:00AM	Monday to Sunday
Roving Guard (Cavite)	2	Shift 1 7:00AM - 7:00PM Shift 2 7:00PM - 7:00AM	Monday to Sunday
<b>TOTAL</b>	<b>10</b>		

### VIII. DUTIES AND RESPONSIBILITIES OF THE SECURITY PERSONNEL

1. Conduct inspection, detection, and investigation of all security-related incidents, including the commission of crimes against person or property, and submit the same report to appropriate authorities and CIAP Management within twenty-four (24) hours.
2. Thoroughly inspect and maintain adequate control of all incoming and outgoing persons, including vehicles, containers, bags, and properties entering and leaving CIAP premises, offices and installations.
3. Enforce observance of the required health or sanitation protocols issued by competent authorities.
4. Undertake regular rounds in the CIAP premises, at least every four (4) hours interval, even after office hours and non-working days.
5. Prevent entry of unauthorized personnel after office hours and non-working days, including Saturdays, Sundays, and holidays, unless duly authorized by CIAP Management.
6. Ensure the CCTV cameras are not obstructed. The security personnel shall see to it that the CCTV cameras are functional and unobstructed. Assist in the analysis of recorded CCTV footage involving security-related issues.
7. Switch off the lights, air conditioners, etc., and ensure that windows and doors are closed after office hours.
8. Politely call the attention of employees who have left their offices without ensuring that the lights and other electronic items are switched off, to instill shared responsibility among all CIAP employees in an effort to conserve energy/resources.
9. Maintain records of security-related activities and relevant inward and outward movements of personnel, visitors, and property. Records shall be made available for inspection by CIAP authorized representatives.



10. Submit a report of day-to-day operational activities and contingency and emergency plans in case of industrial unrest, public disorder, natural calamities, and other national emergencies.
11. Submit to CIAP a weekly report be delivered not later than the third (3rd) working day for the following week regarding the manner the security agency rendered security protection to CIAP. The service provider shall, at all times, maintain a Daily Logbook in all guard posts where daily events are entered which shall always be available for inspection by any authorized personnel of CIAP.
12. The security personnel shall at all times be polite, courteous, respectful, and responsive to officers, employees, and guests.

## **IX. SANCTIONS AND PENALTIES**

1. **Breach of Contract.** CIAP has the right to rescind, terminate or abrogate its contract with the security provider in any of the following instances:
  - 1.1 Violation of any of the provisions of R.A. No. 5487 as amended by P.D. No. 1919;
  - 1.2 Engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security;
  - 1.3 Falsification of license, reports, and other documents submitted;
  - 1.4 Gross and willful negligence on the part of the contracted agency resulting in material and financial losses to CIAP;
  - 1.5 Violation of the duties and responsibilities of the service provider as stated in this technical specifications (TS);
  - 1.6 Failure to pay salaries of security personnel and the mandatory contributions. The CIAP shall conduct spot inspections of security guards on post to assess individual discipline and compliance with the Implementing Rules and Regulations (IRR) of Republic Act No. 5487 as amended and the CIAP rules and regulations;
  - 1.7 Use and/or employment of security guards for purposes of committing threats, intimidation, coercion, or another crime/offense, including a show of force and issuing to security personnel unlicensed firearms; and
  - 1.8 Posting of unlicensed security personnel.
2. Suspension of security personnel due to incompetence. The Service Provider shall provide a replacement guard in order not to prejudice the interests of its client in case of suspension of one or any of the contracted security guards provided, that the service of the substituted guard shall be good only during the period of such suspension. The following shall constitute acts of incompetence such as, but not limited to:

- 2.1 All acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;
- 2.2 Late or failure to maintain and/or submit records/reports;
- 2.3 Wearing of inappropriate uniforms;
- 2.4 Use of profane or uncouth language;
- 2.5 Discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;
- 2.6 Violation/offenses found during the inspection of guards shall be reported to the management of the contracted security services;
- 2.7 Exercising the profession of security personnel without first being duly licensed;
- 2.8 Carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;
- 2.9 Drinking alcoholic beverages and/or taking prohibited drugs while on duty or inside the secured premises whether on duty or not; and
- 2.10 Failure to notify/call the nearest PNP Station in case of disorders, riots, or strikes.

#### **X. DISPUTE RESOLUTION AND AMENDMENTS**

1. In the matter of dispute, should any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, and conciliation, in the order of application, between the parties hereto.
2. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts; and
3. Any amendment or additional terms and conditions to the contract must be in writing, approved, and signed by both Parties.

#### **XI. TERMINATION OF CONTRACT**

CIAP shall have the sole option to cancel or terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered is substandard and/or unsatisfactory. The Service Provider shall maintain a satisfactory level of performance throughout the term of the contract based on the following performance criteria:

#### **XII. ADJUSTMENT ON CONTRACT COST**

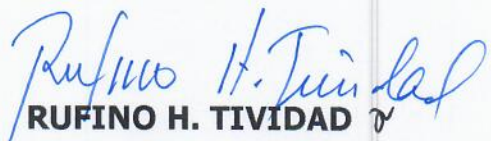
All bid prices for the one (1) year contract duration shall be fixed and shall not be adjusted during contract implementation, except for the following:

1. If during the term of the contract the CIAP sees the need to add some security personnel, the resulting cost of said addition should be based on the contract unit cost;
2. Increase in taxes; and
3. Increase in minimum daily wage pursuant to law or new wage order issued after the date of bidding.

### **XIII. TIE-BREAKING METHOD**

Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by "coin toss best of 7".

Reviewed by:

  
**RUFINO H. TIVIDAD**

Chief Financial and Administrative Officer

Approved by:

  
**JEREMY S. MARQUEZ**  
Executive Director-In-Charge

06/06/2021