



ASTI – FM 03-20
 REV 0 / 02 April 2018

12 March 2019

ASTI - BIDS AND AWARDS COMMITTEE

SUPPLEMENTAL BULLETIN NO. BAC-2019-03-003

PROVISION OF SECURITY SERVICES WITH SUPPLIES, MATERIALS AND EQUIPMENT

The ASTI Bids and Awards Committee (BAC) issues this supplemental bid bulletin to clarify, modify or amend items in the Bidding Documents and to reply to queries raised by the potential bidders through letters/emails for the information of all bidders for the procurement of:

Item: **Provision of Security Services with Supplies, Materials and Equipment**
 Approved Budget for the Contract: **Two Million Twenty-One Thousand Eight Hundred Thirty-Three Pesos and 10/100 Only (P2,021,833.10)**
 ITB / RFEI No.: **19-02-2311**
 Purchase Request No.: **GAA-18-11-6847**
 Published Date (PhilGEPS): **6055422**

A. AMENDMENT TO BIDDING DOCUMENTS

REFERENCE	AMENDMENT/CHANGE/CLARIFICATION				
Section VII. Technical Specifications, Section V. Supplies, Materials and Equipment, No. 2, Page 74	FROM:				
	<table border="1"> <thead> <tr> <th>TECHNICAL SPECIFICATIONS</th> <th>STATEMENT OF COMPLIANCE</th> </tr> </thead> <tbody> <tr> <td>2. One (1) motorcycle, duly registered. Gasoline expenses will be an additive cost.</td> <td></td> </tr> </tbody> </table>	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE	2. One (1) motorcycle, duly registered. Gasoline expenses will be an additive cost.	
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	Please see attached amended form and read the instructions carefully.				

B. RESPONSE TO QUERIES

QUERY/ISSUE	BAC/END-USER RESPONSE/CLARIFICATION
Are gasoline expenses of one (1) motorcycle unit reimbursable? How would the security agency bill costs incurred?	The motorcycle will only be used during emergency cases and, thus, the use will very minimal. Likewise, government agencies must refrain from loading of gasoline to private vehicles since only government vehicles are authorized to charge gasoline expense from the government funds. Therefore, gasoline expenses, as an additive cost, will be deleted in the requirement under Technical Specifications.
What will be the percentage used for total amount to guards/in favor of guards and administrative cost?	Query was escalated to the Government Procurement Policy Board (GPPB) by the BAC and the former referred to the latter several GPPB issuances, namely: a) Government Procurement Policy Board (GPPB) Resolution

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No. 14-2012 dated 01 June 2012; **b)** GPPB Resolution No. 14-2015 dated 30 April 2015; and **c)** GPPB Resolution No. 04-2015 dated 30 April 2015 which states that imposing minimum administrative fees of the total contract cost for Service Agreement for security and janitorial services runs counter to the provision of Article IX, Section 31 of Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations. Therefore, the reply/clarification made during the Pre-bidding Conference held last 07 March 2019 will be reversed effecting the position of the GPPB that administrative fees are direct contravention of Article IX, Section 31 of RA 9184.



Nonetheless, Procuring Entities are reminded by the GPPB to ensure that winning bidders in government contracts, wherein engagement of labor is necessary component, must comply with the existing labor laws and standards, as well as other social legislations. To be of consonance with the GPPB, the prospective bidders must ensure that the computations/rates in its bid must be in accordance with the requirements prescribed by Philippine laws and guidelines, i.e., Republic Act No. 5487 (The Private Security Agency Law), Republic Act No. 7641 (Retirement Pa Law), among others.

Please be guided accordingly.

Prepared by:


KATHERINE B. RAMOS
Head, BAC Secretariat

Approved by:


PEDRITO B. MANGAHAS
Chairperson, BAC-1 

INSTRUCTION TO THE SUPPLIER: DO NOT LEAVE ANY BLANK. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED". THE DULY ACCOMPLISHED AMENDED FORM MUST BE ATTACHED TO THE ORIGINAL DOCUMENTARY REQUIREMENT, AS PART OF TECHNICAL DOCUMENTS, TO BE SUBMITTED TO THE BIDS AND AWARDS COMMITTEE.

Technical Specifications (AMENDED)

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause Error! Reference source not found. and/or GCC Clause Error! Reference source not found..

TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE
V. SUPPLIES, MATERIALS AND EQUIPMENT	
2. One (1) motorcycle, duly registered.	

**NOTE: Should there be inconsistencies between the requirements/specifications contained in the original and latest amended document, the latter shall prevail.*

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TERMS OF REFERENCE FOR THE PROCUREMENT OF SECURITY SERVICES

I. OBJECTIVE

To acquire a reputable security agency, which can provide best security service to the Department of Science and Technology (DOST) - Advanced Science and Technology Institute (ASTI).

II. BUDGET

The engagement of Security Agency shall be for the period of one (1) year, with a total Approved Budget for the Contract (ABC) amounting to **Two Million Twenty-One Thousand Eight Hundred Thirty-Three Pesos and 10/100 Only (₱2,021,833.10).**

III. PLACE OF ASSIGNMENT

All security personnel shall be assigned to the DOST-ASTI, CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City 1101.

IV. QUALIFICATIONS OF THE CONTRACTOR

The qualifications of the Contractor are:

- A. Should have at least five (5) years of experience in providing security services to a government agency;
- B. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;
- C. Must be a duly licensed and registered Service Contractor with the Department of Labor and Employment;
- D. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
- E. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH);
- F. Must be duly registered with the Bureau of Internal Revenue;
- G. Net Financial Contracting Capacity at least equal to the ABC or Committed Line of Credit at least equal to 15% of ABC; and
- H. Must present at least one (1) Client/Customer Feedback Form, with at least Very Satisfactory Rating, from one (1) government agency, with whom the Contractor has a past or ongoing Contract.

V. WORK SCHEDULE

The Security Agency must provide five (5) security personnel, one (1) of which will be designated as the Head Guard, who shall observe the following schedules:

- A. Four (4) Guards – Twelve (12) hours duty, seven (7) days per week
- B. One (1) Guard – Twelve (12) hours duty, five (5) days per week, excluding holidays

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The Contractor shall make available, at its own expense, such number of relievers as may be necessary, who are ready to take over the duty schedules of those regularly assigned guards who either report late or are absent for the day at no cost to DOST-ASTI.

At no instance shall a guard be permitted to render service beyond a period of twelve (12) hours continuously and not more than six (6) consecutive days. A violation of this condition shall be considered sufficient ground to terminate the contract. The Security Agency is required to submit a detailed security plan effecting proper work schedule.

VI. QUALIFICATIONS OF SECURITY PERSONNEL

The minimum qualifications of security personnel are as follows:

- A. Valid license issued by the Philippine National Police (PNP) /Supervisory Office on Security and Investigation Agencies (SOSIA) and PADPAO;
- B. For security guards, must have completed at least one (1) year in college;
- C. For Head Guard/Security Officer, must completed at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP), with rank of sergeant;
- D. Must be computer literate and capable of operating CCTV monitoring system;
- E. Physically and mentally fit;
- F. Must have passed the neuropsychiatric and drug tests conducted by any Philippine Government accredited hospital/center. Expenses for said tests are chargeable to the Contractor;
- G. Must have no derogatory record;
- H. Must have undergone training in handling firearms with appropriate certificate and/or licenses;
- I. Has undergone basic in-service training from accredited schools for security guards and supervisory training for security officer; and
- J. Must submit, upon effectivity of contract, clearances from the NBI, Police, Barangay and Court which must be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

In addition to the above requirements, the Contract is required to submit profile of Head Guard and security guards, which must be attested by its authorized signatory.

VII. SCOPE OF SERVICES

The scope of services or requirements shall include, but not limited to the following:

- A. Protection of Life and Property
 1. Observance of rigid inspection of personal belongings of clients/visitors at all entrances.
 2. Implementation of issuance "visitor identification badge/card" for visitors and non-employee affiliates of DOST-ASTI.
- B. Maintenance of Peace and Order

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1. Guarantee that all DOST-ASTI employees and clients are safe from harm which may arise from internal/external chaos and public disorder.
2. Guard against incidence of theft and other misdemeanors which may constitute breach of peace and order inside DOST-ASTI premises.

C. Strict Observance of DOST-ASTI Policies, Rules and Regulations on Security

1. Strictly observe, enforce and adhere to the DOST-ASTI's rules and regulations as it applies to the security and well-being of the Agency, its employees and clients.

D. Other Duties and Functions

1. Protect entire work area occupied by the DOST-ASTI, its employees and clients against unauthorized intrusion, internal or external commotion.
2. Check, entertain and assist clients or visitors entering DOST-ASTI premises.
3. Strictly maintains official logbook or record of all incoming and outgoing persons, vehicles, movements of DOST-ASTI properties, among others.
4. Records DOST-ASTI employees' time in and out.
5. After office hours, conduct routine patrol or inspection of the building and report unusual activities or threat to security to the Head Guard.
6. Record all employees rendering overtime services and all other office personnel who are still in the DOST-ASTI premises after office hours.
7. Ensure that all doors and windows of DOST-ASTI building are secured and all electrical connections and lights are turned off. Before the start of office hours, inspect all areas for any sign of forced entry.
8. Assist in the implementation of DOST-ASTI rules and regulations such as wearing of prescribed office uniforms, identification cards, among others.

VIII. SUPPLIES, MATERIALS AND EQUIPMENT

A. The Security Agency shall provide the following:

1. Prescribed basic uniform, which includes:
 - a. Night stick or baton
 - b. Whistle
 - c. Flashlight
 - d. First aid kit
 - e. Handcuffs
 - f. Teargas
 - g. Tickler
 - h. Ball pen
 2. One (1) motorcycle, duly registered
 3. Metal detectors, two (2) units
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4. Licensed communication radio, three (3) units
 5. Service firearms, three (3) units
 - a. Firearms must be in good condition
 - b. Covered with license by PNP
 - c. With complete load of ammunition
 - d. No "paltik revolvers" should be issued to the security personnel
 6. Security vest, three (3) pieces
 7. Timepiece, one (1) unit
 8. Visitor identification badges/cards (numbers 1-80) with shelf or tray
 9. Office supplies, which include:
 - a. Logbook, fifteen (15) pieces
 - b. Ball pen, one (1) box, color blue
- B. Other materials/equipment to be provided by the Security Agency shall be subject for approval of the DOST-ASTI.
- C. Loss, maintenance, repair and replacement of tools/equipment necessary and incidental to the performance of obligations stated in this document shall be for the account of the Security Agency.
- D. Delivery of required materials, tools and equipment shall be at the DOST-ASTI, on the first day of posting of security personnel, to be inspected by the Agency's representative/s.

IX. OTHER MATTERS

- A. Furnishing of Bond** - The Contractor shall furnish the DOST-ASTI with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A. No. 9184) and its 2016 Implementing Rules and Regulations (IRR).
- B. Wage and Mandated Benefit Increase** - Should there be any wage or mandated benefit (i.e., SSS, PAGIBIG and PHILHEALTH) increase in favor of the assigned security personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Security Agency must inform the DOST-ASTI in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.
- C. Billing and Submission of Documents** - The Security Agency shall furnish DOST-ASTI a billing, together with copies of payroll, remittances with official receipt of SSS, PAG-IBIG, PHILHEALTH and other state insurance fund contributions for all security personnel assigned, every 15th day of the month. Should the Security Agency fail to comply, DOSTASTI shall withhold the payment for the current month until the latter shall have complied with subject requirement.
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- D. Employer-Employee Relationship** - The DOST-ASTI shall not be responsible for any claims for general injury, including death sustained by the security personnel or any third person arising out of or in the course of the performance of the functions of the janitors pursuant to this contract. It is expressly understood that no employee-employer relationship exists between the parties or of their employees, representatives and agents.

- E. Liability for Losses and Damages** - The Security Agency shall be responsible for any loss or damage that may be incurred by its security personnel. The DOST-ASTI may suspend or withhold whatever contract payments may be due the Security Agency should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Security Agency, or go after the Performance Bond set forth in this Contract. Likewise, the DOST-ASTI has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.

- F. Compliance with the DOST-ASTI Rules and Regulations** - Maintain effective discipline and full control and supervision over the security personnel assigned under this Contract, as well as the manner of performance of their duties. However, The Security Agency binds itself to cause the implementation and enforcement of any and all rules, regulations or directives that DOST-ASTI may issue concerning the conduct of said security personnel.

- G. Extension Clause** - Extension of Contract is subject to the provisions of R.A. No. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO COMPLY WITH ALL REQUIREMENTS STATED IN THE TERMS OF REFERENCE.

Name : _____
Designation : _____
Company Name : _____
Date : _____

**NOTE: Should there be inconsistencies between the requirements/specifications contained in the original and latest amended document, the latter shall prevail.*