



INVITATION FOR NEGOTIATED PROCUREMENT

The Department of Science and Technology (DOST) - Advanced Science and Technology Institute (ASTI), intends to negotiate, for the second time, as authorized by the Head of the Procuring Entity, per BAC Resolution No. 18-11-020 dated 13 November 2018, the **PROVISION OF SECURITY SERVICES WITH SUPPLIES, MATERIALS AND EQUIPMENT**, with a total Approved Budget for the Contract (ABC) of **ONE MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED FOUR PESOS AND 84/100 ONLY (P1,868,804.84)**.

Procurement activities relative to the above procurement project will be conducted in the following schedules:

ACTIVITY	SCHEDULE
Pre-Negotiation Conference	12 April 2019, 2:00 PM
Deadline of Potential Bidders' Clarification	15 April 2019
Release of Supplemental Bulletin (If applicable)	16 April 2019
Deadline of Submission of Bid Offers	17 April 2019, 12:00 NN
Opening of Bid Offers	17 April 2019, 1:00 PM

The following eligibility and technical documents, as well as the financial proposal must be submitted at the Procurement Management Section, G/F DOST-ASTI Bldg., CP Garcia Ave., UP Campus, Diliman, Quezon City:

A. ELIGIBILITY AND TECHNICAL REQUIREMENTS

1. Valid and current platinum certificate of PhilGEPS Registration;
2. Duly notarized Omnibus Sworn Statement in accordance with Section 25.3 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 with attached Secretary's Certificate;
3. Statement of the Bidder's Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
4. Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid and equivalent to at least fifty percent (50%) of the ABC;
5. Net Financial Contracting Capacity Computation (NFCC) or a committed Line of Credit from a universal or commercial bank. The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated 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.

6. If applicable, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the IRR of RA No. 9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

7. Bid Securing Declaration or any other form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the schedule provided for in Section 27.2 of the IRR of RA 9184, as follows:
 - a. Two percent (2%) of the ABC - Cash or cashier's/manager's check issued by a Universal or Commercial Bank;
 - b. Two percent (2%) of the ABC - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
 - c. Five percent (5%) of the ABC - Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
8. Conformity/Compliance with Technical Specifications and Terms of Reference. Bidders must indicate "Comply" or "Not Comply" in each individual parameter of the technical specifications;
9. Conformity with Schedule of Requirements; and
10. The following documents which are required by existing laws and/or by the Procuring Entity:
 - a. Certificate of registration with the Department of Labor and Employment;
 - b. Certificate of registration with the Bureau of Internal Revenue;
 - c. For sole proprietorship, certificate of registration with the Department of Trade and Industry;
 - d. For corporations and partnerships, certificate of registration with the Securities and Exchange Commission; and
 - e. Certificate of registration with the following agencies:
 - Social Security System
 - Home Development Mutual Fund (Pag-IBIG Fund)
 - Philippine Health Insurance Corporation

- f. Proof of Authority of the Bidder's authorized representatives; and
- g. 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.

B. FINANCIAL DOCUMENTS

1. Bid Form; and
2. Completed Price Schedule.

Bidders are required to submit one (1) original and one (1) copy of their Eligibility, Technical and Financial documents. The bidders shall separately bind their original Eligibility and Technical requirements in a folder and the original Financial proposal in a separate folder. All copies of Eligibility and Technical Documents (original and duplicate) shall be sealed in one (1) envelope marked "ELIGIBILITY AND TECHNICAL DOCUMENTS". Likewise, all copies of Financial Proposal (original and duplicate) shall be sealed in another envelope marked "FINANCIAL PROPOSAL". To facilitate the evaluation of bid offers, bidders are advised to follow the requirements in the abovementioned checklist when placed in the folder, with documents tabbed and labeled accordingly.

Likewise, submission of the documents listed below are required by the Procuring Entity after the conduct of procurement activities.

A. POST QUALIFICATION EVALUATION

1. Latest income and business tax returns are those that fall within the last six (6) months preceding the date of bid submission;
2. Security personnel list indicating the names, age, gender of the security personnel and their respective qualifications;
3. Submission of the following documents of each security personnel:
 - a. Resume with photo;
 - b. Transcript of record;
 - c. Training certificates;
 - d. Medical certificate/clearance. Only latest certification/clearance or those that were issued starting June 2018 is acceptable;
 - e. Latest neuropsychiatric test results or those issued starting June 2018 are acceptable; and
 - f. Latest drug test results or those issued starting June 2018 are acceptable.
4. Certification that the winning bidder regularly remits mandated premiums to the following:
 - a. Social Security System (SSS);
 - b. Philippine Health Insurance Corporation (PhilHealth); and
 - c. Home Development Mutual Fund (PAGIBIG).

B. UPON EFFECTIVITY OF THE CONTRACT

1. Clearances from the National Bureau of Investigation, Police, Barangay and Court (if applicable) of each security personnel, which must be valid as of the date of the Opening of Bids and subject to renewal, if the same should expire during the contract implementation; and
2. Security Plan a vital tool of the security management to predict, prevent and prepare for any untoward incident that could threaten DOST-ASTI employees and damage to its property.

The DOST-ASTI reserves the right to accept or reject an offer, to annul the negotiation process, and to reject all offers/proposals at any time prior to contract award, without thereby incurring liability to affected Bidder/s.

For further information, you may refer to:

DOST-ASTI BAC Secretariat

c/o Procurement Management Section

G/F DOST-ASTI Bldg., CP Garcia Ave.

UP Campus, Diliman, Quezon City

Telephone No.: +63 2 426-9760 local 1206/1212

Email: bac-sec@asti.dost.gov.ph

Website: asti.dost.gov.ph


PEDRITO B. MANGAHAS
Chairperson, BAC-1

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

[Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

[Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the End-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the End-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the End-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[Name of Bidder] complies with existing labor laws and standards; and

[Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

Carefully examine all of the Bidding Documents;

Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

Made an estimate of the facilities available and needed for the contract to be bid, if any; and

Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

[Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty (50%) of the ABC.

Please fill up the required information below:

1	Name of Contract	
2	Date of Contract	
3	Contract Duration	
4	Owner's Name	
5	Owner's Address	
6	Kinds of Good / Services	
7	Amount of completed contracts	
8	Date of Delivery	
9	O.R No. / Sales Invoice No.	

Note:

The bidder shall:

1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for meeting the SLCC Requirement.
2. It is required for the Bidder to submit one of the following documents. Choose only one to submit, not all.
 - a. Official Receipt
 - b. Sales Invoice
 - c. Statement of End-user's Acceptance
3. For #9, indicate the official receipt no. or the sales invoice no. of the supporting document attached or easier reference. If the Bidder opts to submit a statement of End-user's acceptance, then just indicate "N/A".

CERTIFIED CORRECT:

Name of Company:
Signature of Authorized
Representative:
Name and Designation:
Date:

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (_____ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount 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.

Issued this ____ day of _____, 2018.

CERTIFIED CORRECT:

Name of Company:

Signature of Authorized Representative:

Name and Designation:

Date:

Notes:

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts
3. The detailed computation using the required formula must be shown as provided above.

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION Request for Quotation No. 19-04-2353

To : **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE**
Department of Science and Technology
DOST-ASTI Bldg., CP Garcia Ave., UP Technopark
UP Campus, Diliman, Quezon City 1101

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

TECHNICAL SPECIFICATIONS

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.

LOT NO.	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE
1	Provision of Security Services, Five (5) Security Personnel with Supplies, Materials and Equipment	
	I. QUALIFICATIONS OF THE CONTRACTOR	
	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.	
	II. 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	
	The Contractor shall make available, at its own expense, such number of relievers as may be necessary, who are	

	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.	
	III. 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 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.	
	IV. 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	
	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.	
	9. Assist DOST-ASTI employees in crossing the streets, specifically, CP Garcia Avenue.	
	V. 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	
	2. One (1) motorcycle, duly registered	
	3. Metal detectors, two (2) units	
	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	
	10. Two (2) pieces weatherproofed crossing guard STOP and GO sign	
	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.	
	VI. 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	

	<p>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.</p>	
	<p>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, DOST-ASTI shall withhold the payment for the current month until the latter shall have complied with subject requirement.</p>	
	<p>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.</p>	
	<p>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.</p>	
	<p>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.</p>	

	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.	
	VII. NOTES	
	A. Should there be any discrepancy with the technical requirement/s stipulated herein and the Term Sheet, requirement/s provided for in the latter shall govern.	
	B. Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by DOST-ASTI and the contractor.	

**TERMS OF REFERENCE FOR THE PROCUREMENT OF
PROVISION OF SECURITY SERVICES WITH
SUPPLIES, MATERIALS AND EQUIPMENT**

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 **ONE MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED FOUR PESOS AND 84/100 ONLY (₱1,868,804.84)**.

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

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

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.
9. Assist DOST-ASTI employees in crossing the streets, specifically, CP Garcia Avenue.

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. Ticker

2. One (1) motorcycle, duly registered
 3. Metal detectors, two (2) units
 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
 10. Two (2) pieces weatherproofed crossing guard STOP and GO sign
- 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.

- 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 : _____

SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the **DOST-Advanced Science and Technology Institute**.

Lot No.	Description	Qty.	Unit	Delivered
1	Provision of Security Services with Supplies, Materials and Equipment	1	Lot	01 May 2019 (Subject to approval of 2019 General Annual Appropriations)

I hereby certify to comply and deliver all the above requirements.

Name of Company	:	
Signature of Authorized Representative	:	
Name of Authorized Representative	:	
Designation	:	
Date	:	

BID FORM

Date: _____
Request for Quotation No.: _____

To : **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE**
Department of Science and Technology Institute
DOST-ASTI Bldg., CP Garcia Ave., UP Technopark
UP Campus, Diliman, Quezon City 1101

Gentlemen and/or Ladies:

Having examined the requirements including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said requirements for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Schedule of Requirements.

We agree to abide by this Bid for the Bid Validity Period, specifically, one hundred twenty (120) upon opening of offers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the*

Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____ Request for Quotation Number **19-04-2353**.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Within the Philippines

Name of Bidder _____ Request for Quotation Number **19-04-2353**.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

_____ [signature]

_____ [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____.