



DOST-ASTI Bids and Awards Committee
Notice of Negotiated Procurement -Two Failed Biddings

RFQ No.: 20-07-3146	Date: Jul-07-2020
PR No.: GAA-19-12-9371	Date: Dec-02-2019

The Advanced Science and Technology Institute (ASTI) , through its Bids and Awards Committee, will undertake **Negotiated Procurement:Two-failed Biddings** for the item/s listed below. Interested proponents are invited to attend **Negotiated Conference** at ASTI Building, Ground Flr. ASTI Bldg, C. P. Garcia Ave, U.P.Campus Diliman, Quezon City on: **July 14,2020 , 1:30 PM.**

For inquiries, you may call the BAC Secretariat at **+63 2 426-9759/60 local 1206/1212** and look for Ms. Katherine B. Ramos

Respectfully,

PEDRITO B. MANGAHAS
Chairperson, BAC-1

ITEM NO.	TECHNICAL SPECIFICATIONS	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	<p>Provision of Security Services, Five (5) Security Personnel with Supplies, Materials & Equipment for CY 2020 (August 1, 2020 to December 31, 2020)</p> <p>I. QUALIFICATIONS OF THE CONTRACTOR</p> <p>a. Should have at least five (5) years of experience in providing security services to a government agency;</p> <p>b. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;</p> <p>c. Must be a duly licensed and registered Service Contractor with the Department of Labor and Employment;</p> <p>d. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;</p> <p>e. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH);</p> <p>f. Must be duly registered with the Bureau of Internal Revenue; Net Financial Contracting Capacity at least equal to the ABC or Committed Line of Credit at least equal to 10% of ABC; and</p> <p>g. Must present at least one (1) Client/Customer Feedback Form, with at least Very Satisfactory Rating, from one (1) government agency except DOST - ASTI, with whom the Contractor has a past or ongoing Contract.</p> <p>II. WORK SCHEDULE</p>	1	lot	1041666.67	1,041,666.67

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. Weekdays:

Three (3) Guards – 6:00am to 6:00pm
Two (2) Guards – 6:00pm to 6:00am

B. Weekends:

Two (2) Guards – 6:00am to 6:00pm
Two (2) Guards – 6:00pm to 6:00am

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 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.

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 Ave.

V. SUPPLIES, MATERIALS & EQUIPMENT

A. The Security Agency shall provide the following:

1. Prescribed basic uniform, which includes:
 - a. Night stick or baton
 - b. Whistle
 - c. Flashlight (Heavy Duty)
 - d. First aid Kit
 - e. Handcuffs
 - f. Tickler
 - g. Teargas (for three guards)
2. Metal detectors, two (2) units
3. Licensed communication radio, three (3) units
4. Service firearms, three (3) units
 - Firearms must be in good condition
 - Covered with license by PNP
 - With complete load of communication
 - No "paltik revolvers" should be issued to the security personnel
 - With duty detail order
5. Security / Reflector vest, three (3) pieces
6. Timepiece, one (1) unit
7. Visitor identification badges / cards (numbers 1-80) with shelf or tray
8. Office supplies, which include:
 - a. Logbook, fifteen (15) pieces
 - b. Ball pen, one (1) box, color blue
9. Weatherproofed crossing guard STOP & GO sign, two (2) pieces
10. "No Parking" sign, five (5) pieces

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.

V. CONTRACT PERIOD

1. The term of this contract shall be effective for the calendar year 2020 starting 01 August 2020 until 31 December 2020.

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 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. Also, the Security Agency shall provide equivalent monthly charges. 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.

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 security guards 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.

H. The DOST-ASTI has the right to screen applicants

and choose the personnel to be assigned.

I. The Security Services budgetary cost per month is P208,333.33.

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.

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-X-X-

X-X-

X-X-X-X-X-X-X-

X-X-X-X-X-X-X-X-X-X-

TOTAL APPROVED BUDGET FOR THE CONTRACT:

Php 1,041,666.67

GUIDELINES

A. Submission of Quotations

- 1. The quotation should include the RFQ or the P.R. Number found above.
- 2. Pictures or brand/model names or numbers, if applicable, should be specified in the quotation.
- 3. The quotations shall include the signature of the company's representatives.

B. Eligibility Requirements

As per GPPB No. 21-2017 amending the Annex H of the 2016 R-IRR of RA 9184, the following shall be submitted:

For procurement of goods:

- 1. PhilGEPS Certificate of Plantinum Membership
Note: If unavailable, submit the following:
 - a. PhilGEPS Registration Number
 - b. Mayor's Permit or BIR Certificate of Registration
- 2. Income/Business Tax Return
Note: Applicable only for ABCs above Php500,000.00
- 3. Omnibus Sworn Statement
Note: Applicable only for ABCs above Php50,000.00 and must be submitted upon post-qualification

For procurement of infrastructure:

- 1. The requirements for goods.
- 2. Valid PCAB License.

For procurement of consulting services:

- 1. The requirements for goods.
- 2. Valid PRC License or Curriculum Vitae.

***NOTE:** For new suppliers, submit a BIR Certificate of Registration for accounting purposes.*

C. Terms and Conditions

- 1. Additional requirements, if necessary, may be requested by the BAC depending on the item to be bid.
- 2. For all kinds of procurement, the bidder who passed the bid evaluation, shall submit a duly notarized Omnibus Sworn Statement upon issuance of NOA, unless otherwise provided;
- 3. All transactions are subject to creditable withholding tax and final Value Added Tax or percentage tax per revenue regulation/s of the BIR;

4. A penalty of one-tenth of one percent (0.001) of the total value of the undelivered goods/services shall be charged as liquidated damages for every day of delay of the delivery; and
5. The DOST-ASTI reserves the right to accept or reject any proposal, to annul the bidding process, and to reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proponent or proponents.

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

I. OBJECTIVE

The Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI) considers that a secured and safe work environment will contribute to a more productive workforce that will result to an efficient and effective delivery of programs and services. It has several facilities and properties that have to be secured from burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies and other unlawful acts.

The Department is obliged to have Security Services to safeguard the areas and facilities that are off limits to the public. Thus, DOST - ASTI requires the services of a Service Provider that will secure its personnel, properties, facilities with an even more increasing existing security problem in the neighborhoods in Manila.

II. APPROVED BUDGETARY REQUIREMENT

The term of this contract shall be effective for the calendar year 2020 starting 01 August 2020 until 31 December 2020, with a total Approved Budget for the Contract (ABC) amounting to **One Million Forty-one Thousand Six Hundred Sixty-six Pesos and 67/100 (Php1,041,666.67)** or equivalent budgetary cost per month of **P Php208,333.33**.

III. PLACE OF ASSIGNMENT

All security personnel shall be assigned to the Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI) with address at DOST-ASTI Bldg., 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;
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- g. Must present at least one (1) Client/Customer Feedback Form, with at least Very Satisfactory Rating, from one (1) government agency except DOST - ASTI, with whom the Contractor has a past or ongoing Contract.

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 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 Ave.

VIII. SUPPLIES, MATERIALS AND EQUIPMENT

- A. The Security Agency shall provide the following:
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 - d. First aid Kit
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 - g. Teargas (for three guards)
 2. Metal detectors, two (2) units
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- 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 ver. 13 Page 3/5 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. Also, the Security Agency shall provide equivalent monthly charges. 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.
- 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 security guards pursuant to this contract. It is expressly understood that no employee-employer relationship exists between the parties or of their employees, representatives and agents.
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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.

- H. Screening and Choosing of Applicants** - The DOST-ASTI has the right to screen applicants and choose the personnel to be assigned.

- I. Budgetary Cost per Month** - The Security Services budgetary cost per month is Php208,333.33.

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

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