

**NOTICE OF THE CONDUCT OF NEGOTIATED PROCUREMENT (UNDER SECTION 53.1 TWO FAILED BIDDINGS) FOR THE SECURITY SERVICES OF THE PHILIPPINE EMBASSY IN BANGKOK FOR APRIL TO DECEMBER 2019**

1. The Philippine Embassy in Bangkok, through its Bids and Awards Committee (BAC), will conduct a negotiated procurement, after two consecutive failed biddings, pursuant to Section 53.1 of the revised Implementing Rules and Regulations of Republic Act No 9184, for the procurement of security services for April to December 2019 with an Approved Budget for the Contract (ABC) of One Million One Hundred Twenty-Five Thousand Baht (THB1,125,000.00), or Thirty Thousand Four Hundred Five Dollars and Forty Cents (USD30,405.40), or One Million Six Hundred Seventeen Thousand Five Hundred Sixty-Seven Pesos and Twenty-Eight Centavos (PHP1,617,567.28).
2. Interested/Invited bidders may submit their **Best and Final Offer** (in sealed envelopes) for negotiation to the BAC Secretariat on or before 27 March 2019 at 12:00 pm. No submissions shall be accepted after this hour. Offers should, in no case, exceed the Approved Budget for the Contract (ABC). Individual negotiations with the participating bidders will commence on 27 March 2019, at 5:00 pm, in the same order as the submission of the initial offer. No submissions shall be accepted after this hour.
3. The Technical Specifications for the procurement contract are attached under Annex "A".
4. The successful offer shall be selected on the basis of the compliance with the technical specifications and the best and final offer.
5. The Philippine Embassy reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without incurring any liability to the affected participants.
6. For further information, please refer to:

Mr. Juan Carlos C. Borromeo  
Head, Bids and Awards Committee (BAC) Secretariat  
Philippine Embassy, Bangkok, Thailand  
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(signed)  
**MARY ANNE A. PADUA**  
Chairperson

### Technical Specifications

#### APPROVED BUDGET OF THE CONTRACT (ABC)

Approved Budget for the Contract (ABC) of One Million Five Hundred Thousand Thai Baht (THB1,500,000), or Forty Thousand Five Hundred Forty US Dollars (USD40,540.00), or Two Million One Hundred Seventy Thousand Nine Hundred Seventeen Pesos (PHP2,170,917).

Item	Specification	Statement of Compliance
1.	The contractor shall be a corporation or company duly organized and existing under local laws. It must be duly licensed by appropriate government authorities to render security and related services.	
2.	The contractor shall declare and execute a Sworn Affidavit that he or the members of the board are not related to the Head of the Procuring Entity, members of the BAC, TWG or Secretariat by consanguinity or affinity up to the third civil degree, pursuant to Sec. 47 of the IRR-A of R.A. 9184.	
3.	The contractor must be capable of rendering security services to the Philippine Embassy in Bangkok for the duration of the contract and any extensions thereof.	
4.	The contractor shall render appropriate 24/7 security services to secure and safeguard all Embassy properties, personnel, their properties equipment and motor vehicles, within the premises of the Embassy and similar offices from physical threats, theft, pilferage, robbery and/or other unlawful acts.	
5.	The contractor shall provide the Embassy with qualified, duly licensed, bonded and armed security guards with the following qualifications: <ul style="list-style-type: none"> <li>▪ Filipino or Thai Citizen.</li> <li>▪ College graduate or with ten (10) years of experience</li> <li>▪ Physically and mentally fit.</li> <li>▪ Not less than twenty-one (21) years old but not more than forty (50) years of age.</li> <li>▪ Height must be at least 5’7” for male guards and 5’2” for female guards.</li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Ideal weight shall be at least 120 lbs for male guards and 100 lbs for female guards.</li> <li>▪ Must have passed the neuropsychiatric test and drug test conducted by any Thai government accredited center.</li> <li>▪ Must have no derogatory record.</li> <li>▪ Must be trained in customer relations.</li> <li>▪ Must be trained in handling firearms with appropriate certificate and/or licenses.</li> <li>▪ Preferably trained in firefighting, search and rescue operations, evacuation, general emergency procedures and crowd disturbance management (CDM) with appropriate certification from the contractor’s duly-licensed training facility.</li> <li>▪ Must be trained in administering first aid with appropriate agency.</li> <li>▪ Must be well-trained, courteous, hardworking, and cooperative, physically and mentally fit and possesses good moral character.</li> <li>▪ These personnel shall be required to submit, upon effectivity of the contract, the following clearances: police, drug test, and Medical Certificate. .</li> </ul>	
6.	<p>The contractor shall provide its security guards with proper uniforms and paraphernalia including identification cards countersigned by the Embassy’s representative.</p>	
7.	<p>The contractor shall provide at all times, at its own expense, the following:</p> <ul style="list-style-type: none"> <li>▪ Four (4) units of portable handheld radio</li> <li>▪ Four (4) sets of raincoat and rain boots.</li> <li>▪ Two (2) traffic vests, helmet and wand</li> <li>▪ Four (4) appropriate handguns and police batons</li> <li>▪ Four (4) pieces of handcuff</li> <li>▪ Four (4) units of emergency flash light</li> <li>▪ One (1) unit portable metal detector</li> <li>▪ Report Books</li> <li>▪ IDs for guests/Consular applicants</li> <li>▪ Numbered tags for bags and other items deposited at the guardhouse, matching the ID numbers issued to concerned clients</li> <li>▪ Other requirements, if needed and as agreed</li> </ul>	
8.	<p>The Contractor shall guarantee that all of the above listed requirements delivered in the Embassy on the first week of their official assumption of duties as the contracted security agency. The Embassy shall have the right to inspect and</p>	

	test any equipment and/or capability listed above and refuse to acceptance inoperable equipment	
<b>9.</b>	The contractor shall bear the cost of repair, maintenance and loss of any of the above listed requirements.	
<b>10.</b>	The Contractor shall likewise provide at its own expense, the following additional services when required by the Embassy: a. Security planning; b. Specialized Investigation; c. Liaising with the local police for the purpose of referring cases involving breach of security or any unusual incidents occurring within the premises of the Embassy; and d. Additional training and seminars.	
<b>11.</b>	The contractor shall provide five (5) licensed security guards: three (3) on a day shift and the other two (2) on a night shift scheme of twelve hours scheme per shift.	
<b>12.</b>	The contractor shall make available, at its own expense, relievers who are ready to take over the duty schedules of those regularly assigned guards who either report late or are absent for the day.	
<b>13.</b>	A separate timekeeper shall be assigned at the security guard house, at contractor's expense, to render day-to-day time keeping and other accounting duties. An area inspector from the contractor's main office shall be assigned to see to it that services rendered by the guards on the dayshift and nightshift are in order. The area inspector shall render his report to the Embassy on a weekly basis.	
<b>14.</b>	For payment purpose, the contractor for security services shall submit an invoice/billing statement to the Embassy within the first week of the following month.	
<b>15.</b>	The contractor shall guarantee that all guards deployed in the Embassy for the duration of the contract are regular workers of the company who receive at least the minimum wage, including holiday pay for special and public holidays, as well as other benefits mandated by law.	
<b>16.</b>	The contractor shall guarantee that all equipment required of their company under the service contract shall remain in the Embassy for the entire duration of the contract with the company shouldering, at its own expense, the cost of repair or maintenance of all its equipment.	
<b>17.</b>	The contractor shall guarantee that it shall not subcontract, assign or transfer any and all of its rights and obligations under the services contract to	

	any third party without the prior written consent of the Embassy. Failure on the part of the contractor to observe this condition shall be considered as sufficient ground for the Embassy to terminate the contract.	
<b>18.</b>	The contractor shall guarantee the right of the Embassy to inspect, at all times, the services rendered by the company's guards with the view of determining the quality and acceptability of the services rendered by the contractor.	
<b>19.</b>	The contractor shall submit itself, its representative and all its guards to the security and safety rules and regulations of the Embassy.	
<b>20.</b>	The contractor's guards shall be allowed access to the Embassy premises only during their respective scheduled work and shall confine themselves within their respective assigned areas of work.	
<b>21.</b>	The Embassy reserves the right to demand the immediate replacement of any of the guards whose deployment in the Embassy is, in its opinion, prejudicial to the Embassy's interest. The Embassy may ban said personnel from entry to the Embassy premises. The contractor shall at all times enforce strict discipline and good order among its guards.	
<b>22.</b>	The contractor shall install and maintain a Bundy Clock or logbook, at its own expense, to record their personnel's attendance. The guard's daily time records shall form part of the requirements for payment of the monthly billings.	
<b>23.</b>	The Embassy shall entertain no request for increase in the contracted project cost during the validity of the contract unless mandated by the law.	
<b>24.</b>	The contractor shall indemnify the Embassy against claims or actions filed by the Contractor's guards where the Embassy is made a correspondent/defendant. In the event where the Embassy is subjected to any judicial or administrative action filed by the contractor's guard/personnel, the Contractor shall shoulder all legal expenses that would be incurred by the Embassy in its defense. In the event that the engagement of a counsel would be deemed necessary by the Embassy to defend itself in such cases, the selection of the counsel shall be done at the sole discretion of the Embassy and the Contractor shall fully shoulder the expenses for services performed by the legal counsel. It shall be mandatory on the part of the contractor to submit a written report on any reported loss,	

	theft, pilferage or illegal act, and any investigation on the same, occurring within the premises, to the Embassy including the final outcome of the contractor's own in-house investigation.	
<b>25.</b>	It shall be understood that there is no employer employee relationship between the Embassy and the security guards.	
<b>26.</b>	The contract shall cover a period of twelve (12) months that could be renewed on a month-to-month basis, not exceeding six months from the expiration of the original contract period under such terms and conditions that could be agreed upon between the Embassy and the Contractor. The total Contract Price submitted by interested bidders shall refer to the Contract Price for the original one (1) contract period.	