



# EMBASSY OF THE REPUBLIC OF THE PHILIPPINES BRUSSELS

## BIDS AND AWARDS COMMITTEE

### NOTICE OF NEGOTIATED PROCUREMENT

#### PROCUREMENT OF SECURITY SERVICES FOR THE CHANCERY OF THE PHILIPPINE EMBASSY THROUGH NEGOTIATED PROCUREMENT

1. In view of the two (2) failed public biddings, the Bids and Awards Committee (BAC) of the Embassy of the Philippines in Brussels invites proponents to participate in the negotiation for the **Procurement of Security Services for the Chancery of the Philippine Embassy** in accordance with Section 53.1 of the Revised implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act." The Budget Ceiling is **Fifty Five Thousand Euro (€55,000.00)** to be paid in 12 monthly payments for one year.
2. BAC requests all interested suppliers to submit the following eligibility and technical documents, as well as the *Financial Proposal Form (Annex A)*, *Bill of Quantities/Price Schedule (Annex B)* in a sealed envelope on or before 06 March 2020, 2:00 PM at the BAC Secretariat, Embassy of the Philippines, 297 Avenue Moliere, 1050 Brussels, Belgium:
  - a. Certificate of Registration from the appropriate government agency where the firm/business is located;
  - b. Business License issued by the Ministry of Internal Affairs or appropriate government agency;
  - c. Audited financial statements submitted to the Ministry of Internal Affairs or to the concerned government agency;
  - d. Computation of the Net Financial Contracting Capacity (NFCC) or a Commitment from a Universal or Commercial Bank to extend a credit line in its favour if awarded the contract for this project;
  - e. Statement of all completed government and private contracts which are similar in nature must be at least equal or Fifty Percent (50%) of the budget ceiling;
  - f. Compliance with the Schedule of Requirements (*Annex C*) and Technical Specifications (*Annex D*);
  - g. Organizational Set-up;
  - h. Duly signed statement of availability of duly trained/qualified security guard that will be assigned/deployed or available for the contract;
  - i. Duly signed statement of availability of equipment owned or leased that shall be used for the contract;
  - j. Omnibus Sworn Statement (*Annex E*); and
  - k. Authority of the Signatory.
3. The BAC shall select the successful offer on the basis of the best and final offer which meets the minimum eligibility and technical requirements and should not exceed the budget ceiling.

4. Proponents with concerns/issues that needs clarification regarding the procurement at hand must submit them in writing, either via electronic mail or fax, at the following address:

Email: [brusselspe.bac@gmail.com](mailto:brusselspe.bac@gmail.com)

Fax: (32-2) 345-64 25

**The deadline for submission of clarifications shall be on 04 March 2020.**

5. **Opening of proposals shall be on 06 March 2020 at 2:00 PM** in the presence of the Proponent's representatives. However, Proponent's representatives may opt not to be present during the opening of the proposals.
6. BAC reserves the right to accept or reject any proposal, to annul the procurement process, and to reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proponent/s.



**MARIA ANNA LILIA L. DE VERA**  
BAC Chairperson

## Financial Proposal Form

Date \_\_\_\_\_

To: Embassy of the Philippines  
297 Avenue Moliere  
1050 Brussels, Belgium

Sir/Madam:

Having examined the Terms and Conditions for the Procurement of Security Services for the Chancery of the Philippine Embassy, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Security Services the Chancery of the Philippine Embassy in conformity with the said Terms and Conditions for the sum of *[total offer 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 Proposal.

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

If our Proposal is accepted, we undertake to provide a performance security in the form, amounts, and within the times in accordance with the Revised IRR of R.A. No. 9184.

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

Until a formal Contract is prepared and executed, this Proposal, 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 or any offer you may receive. We certify/confirm that we comply with the eligibility requirements enumerated in Item 2 of the Invitation to Submit Sealed Proposals.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_.

## Bill of Quantities

Name of Bidder \_\_\_\_\_

GOODS: \_\_\_\_\_

**Instructions:**

The schedule of Prices contains a list to which unit prices are to be supplied by the Bidder.

There should be no change in unit prices due to variation of actual quantities.

In case of discrepancy between the unit prices due and the total cost, the unit prices will prevail.  
Prices must be inclusive of VAT.

Description	Quantity	Rate per hour	Rate per month	Total Amount
Security Guard Trained / Qualified Security Guard to render continuous 7 hour work-shift; Monday to Friday for twelve (12) months	One (1)			

Total Bid Price in Words: \_\_\_\_\_

# Schedule of Requirements

## A. Description of Goods

The Supplier shall provide the following:

Render and provide the necessary services to protect and safeguard the properties of the Embassy of the Philippines.

Item no.	Description	Schedule
1	Trained / Qualified Security Guard to render continuous 7 hour work-shift; Monday to Friday for twelve (12) months	All required security personnel, equipment, etc, shall be made available and/or installed and ready for rendering services from the date of receipt of the Notice to Proceed (NTP) or the effectivity date of the contract as provided for in the NTP.

## B. Delivery Address

The services shall be delivered to the Embassy of the Philippines, Avenue Moliere 297, 1050 Brussels.

## C. Delivery and Receiving Instructions

Goods as specified in this Schedule of Requirement and/or the Technical Specifications shall be delivered only to the address herein.

# **TECHNICAL SPECIFICATIONS / TERMS OF REFERENCE**

## **I. BACKGROUND**

The Embassy of the Philippines in Brussels (Brussels PE) intends to procure for the year 2018 the security services of a private entity to protect and safeguard its properties and installations, the persons and properties in the premises against threats and unlawful acts of any person, provide emergency response to mitigate the effects of any natural and man-made crises, and maintain peace and order in its premises.

## **II. OBJECTIVE**

To provide qualified private security services for the Embassy premises from a company that has the necessary manpower, equipment, training, experience, financial resources, and capability to provide the needed protection for the Embassy's assets and interests to ensure continuing and unhampered operations and provision of public services.

## **III. APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract (ABC) is Fifty Thousand Euro (Euro50,000.00) to be paid in 12 monthly payments.

## **IV. DURATION OF AGREEMENT**

The service agreement shall be for twelve (12) months. The contract enters into effect on the date specified in the Terms of Reference ( item VI)

## **V. QUALIFICATION REQUIREMENTS OF THE CONTRACTOR**

### **A. Qualifications of the Contractor**

1. The Contractor shall be a corporation or company duly organized and existing under Belgian laws and duly licensed by appropriate government authorities, i.e. Ministry of Internal Affairs, to render security and related services.
2. The Contractor shall have the necessary capability, expertise, equipment, manpower, financial resources and the experience to undertake the security requirements of the Embassy.

## B. Duties of the Contractor

1. The Contractor shall render services from Monday-Friday from 8:50 AM to 3:50 PM continuously to secure and safeguard the Embassy operations and assets, including furniture, equipment, motor vehicles, cash, documents, personnel and their belongings, as well as visitors and guests within its premises, from threats, hazards, risks, as well as from sabotage, theft, pilferage, robbery, and other unlawful acts.
2. The Contractor shall provide the Embassy with professional, trained, duly licensed, bonded, security personnel who possess the following qualifications:
  - Legally eligible to work in Belgium; • Completed at least seventy-two (72) units of tertiary education; • Physically and mentally fit; • Height of at least 5'7" for male and 5'2" for female uniformed guard; • Weight of at least 120 lbs. or 54.5 kgs.; • Must have no derogatory record or pending case, both administratively or criminally; • Must have passed the drug test conducted by any government forensic laboratories or by any of the drug testing laboratories accredited and monitored by the Belgian government;
  - Must be courteous, hardworking, and cooperative, and possesses good moral character.
3. The Contractor shall ensure that its security personnel underwent the following training programs with the corresponding certifications and/or licenses from duly-licensed training facilities or institutions:
  - Proper customer relations; • Proper handling of firearms;
  - Fire-fighting, search and rescue operations, evacuation, general emergency procedures, and crowd disturbance management (COM);
  - first aid administration.
4. The Contractor shall submit, upon receipt of the Notice to Proceed (NTP), valid licenses and certification in writing of all the pre-employment requisites completed by the security officer to be deployed at the Embassy. No personnel shall be deployed without valid licenses and certification from the Contractor.
5. The Contractor shall provide its security and safety guards with proper uniforms and paraphernalia including identification cards countersigned by the company's representative.
6. The Contractor shall provide at all times and at its own expense the equipment listed in *Annex E*, for use in the Embassy premises.
7. The Contractor shall guarantee that all of the equipment listed above and in *Annex B* are delivered within seven (7) working days from the receipt of NTP.

Equipment that will require installation shall be delivered and installed within fifteen (15) calendar days from the effectivity of the Contract.

8. The Embassy shall have the right to inspect and test the capabilities of all of the equipment listed above and in *Annex B* and refuse acceptance of inoperable equipment.
9. The Contractor shall bear the cost of repair, maintenance and loss of any of the equipment provided.
10. The Contractor shall likewise provide at its own expense, the following additional services when required by the Embassy:
  - a. Liaising with the local police / Secret Service for the purpose of referring cases involving breach of security or any unusual incidents occurring within the premises of the Embassy;
  - b. Training and seminars; Certificate of Training shall be submitted to the Embassy.
11. The Contractor shall provide one (1) security personnel to the Embassy building.
12. The Security personnel will accomplish a time attendance sheet to be supplied by the Embassy to monitor attendance.
13. The Contractor shall assign an area inspector from its main office to ensure that services rendered are in order. The area inspector shall submit his report to the Embassy on a monthly basis.
14. The Contractor shall not remove, replace, or transfer its assigned guard without the written notice and approval of the Embassy's Head of Post.
15. The Contractor shall ensure the timely payment of salaries and allowances of their security personnel every month for services rendered to ensure the efficient delivery of services.
16. The total Contract Price shall be compliant with local labor laws.
17. The Contractor shall guarantee that the security deployed in the Embassy for the duration of the contract is a regular worker of the company.

The Contractor shall not deploy trainees.
18. The Contractor shall be liable for any and all losses and damages to the Embassy's property, personnel, or third persons, caused by or



attributed to the security personnel's fault, negligence or misbehavior within the Embassy premises.

19. The Contractor shall guarantee that all equipment required under the Contract shall remain in the Embassy for the entire duration thereof unless with the written notification and approval of the Embassy's Head of Post.

The Contractor shall be responsible for the repair and maintenance of all its equipment.

20. The Contractor and all its representatives and security personnel shall comply with the security and safety rules and regulations of the Embassy.

21. The Contractor's security personnel shall only be allowed access to the premises of the Embassy during the scheduled work and shall be confined only within the respective assigned areas of work.

22. The Contractor shall immediately replace any of the security personnel whose deployment in the Embassy is found prejudicial to the Embassy's interest.

The Embassy may ban said personnel from entry into its premises.

23. The Contractor shall at all times enforce strict discipline among its security personnel and courtesy towards the Embassy's personnel and clientele.

24. The Contractor shall also submit a monthly accomplishment and security report.

25. The Contractor shall hold the Embassy free from any claim or liability or action filed by the Contractor's personnel 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 personnel, the Contractor shall shoulder all legal expenses that would be incurred by the Embassy in its defense. The selection of the counsel, if needed, shall be at the sole discretion of the Embassy.

26. The Contractor shall submit 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.

27. There shall be no employer-employee relationship between the Embassy and the security personnel deployed by the Contractor.

28. The contract shall cover a period of one (1) year that may be extended at the option of the Philippine Embassy on a month-to-month basis and under the same terms and conditions as provided for under the original contract.
29. The Contractor shall ensure that a security personnel will be deployed at the Embassy on the hours required in the Technical Specifications.

### C. Scope of Work of Security Personnel

The Contractor shall provide the required quality of security personnel, equipment, and services, such as, but not limited to, the following:

1. Deploy trained and qualified security personnel to Embassy premises;
2. Provide all the necessary paraphernalia for the security personnel deployed in the Embassy;
3. Provide and ensure proper maintenance of all equipment enumerated in *Annex B* of the Technical Specifications for the Security Services Contract for 2018;
4. Protect the properties and other proprietary interest of the Embassy against theft, robbery, arson, trespass, espionage, sabotage, riot, insurrection, destruction or damage, and other wrongful and/or unlawful acts;
5. Ensure public orderliness and security in the lobby and exterior frontage by monitoring access to the building of bona fide applicants and visitors;
6. Refuse entry of or respond to any incident involving suspected wrongdoers;
7. Manage the flow of traffic of applicants and visitors in the Embassy;
8. Implement regulations, rules, guidelines and policies laid down by the Embassy in pursuit of its operation;
9. Regulate the entry of people and equipment within Embassy premises, including a daily log of visitors and clients in and out of the building. Entry of visitors and clients will be registered in the log book to be provided by the Embassy.
10. Secure the premises from unauthorized persons found loitering or engaging in unauthorized or unlawful activities within the Embassy premises;
11. Report any incident and/or observation that takes place within the Embassy premises;
12. Secure all ingress and egress within the Embassy premises, including inspection and verification of all cargoes, goods, and materials coming in and out of the buildings;  
A report on activities/events at the Embassy during the shift will be included in the daily log, including movement of suppliers.
13. Provide assistance and submit spot report in cases of emergency situations such as accidents, fire, typhoon, or other natural calamities, including protest actions and rallies.

**D. Schedule of Requirements**

All the required security personnel, equipment, etc. shall be made available and/or installed and ready for rendering services at the Embassy on the first day of the effectivity of the contract.

**VI. CONTRACT DURATION**

The Contract enters into effect on (date to be supplied later) at 8:30 a.m. on the first day of the following month after the issuance of the Notice to proceed for a period of twelve (12) months.

**VII. TERMS OF PAYMENT**

1. The Contractor shall submit monthly billings not later than the first week of the following month.
2. Payments shall be made within thirty (30) calendar days upon receipt of the monthly invoice with complete requirements.
3. The bid price shall cover all necessary taxes, stamp duties, license fees and other such levies imposed for the completion of the Contract.

**Note:**

*Bidder must state compliance with each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The STATEMENT OF COMPLIANCE must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture.*

Conforme:

[Signature/s]

[Name of Bidder's Authorized Representative/s]

## Omnibus Sworn Statement

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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:

**1. 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];*

**2. 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:)];*

**3.** *[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;*

**4.** *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;*

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

**6. 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;*

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

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

- a) *Carefully examine all of the Bidding Documents;*
- b) *Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;*
- c) *Made an estimate of the facilities available and needed for the contract to be bid, if any; and*
- d) *Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].*

9. *[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. \_\_\_ 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 \_\_\_\_\_

**\* This form will not apply for WB funded projects.**