

BID BULLETIN NO. 4

PROCUREMENT OF ONE (1) YEAR SECURITY SERVICES FOR KAMAYAN REALTY CORPORATION (KRC)

Project Reference No. MR23-08-104

All prospective bidders are hereby informed of the following information and amendment to the bidding documents:

- I. Technical Specifications of the Bidding Documents
 - Please see attached "Annex A" for the amendment
- II. Special Conditions of the Contract

ORIGINAL		AMENDED	
2	<p>Terms of Payment are as follows:</p> <p>Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 5.</p>	2.2	<p>Terms of Payment are as follows:</p> <p>a. Payments shall be made only upon certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 5.</p>

NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, Philippines, 1227

T: (632) 8840-4838 to 62 / F: (632) 8840-4862 / email: info@ndc.gov.ph

Website: www.ndc.gov.ph




ISO 9001 Certified

	<p>The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to provision is GCC Clause 1, and upon fulfillment of the obligations stipulated in this contract.</p> <p>The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.</p> <p>Partial payment is not allowed.</p>		<p>b. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the provision is GCC Clause 1, and upon fulfillment of the obligations stipulated in this contract.</p> <p>c. The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.</p> <p>d. Partial payment is not allowed.</p> <p>e. KRC shall pay the Supplier the rate per service, inclusive of VAT and all applicable taxes, and upon submission of a service invoice or statement of account. Payment shall be done on a monthly basis.</p>
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For further inquiries, you may coordinate with our Bids and Awards Committee Secretariat at 8840-4838 loc. 224.

This **BID BULLETIN No. 4** is issued this 14th day of September 2023 for guidance and information of all concerned.


AGM LEOPOLDO JOHN F. ACOT
 Vice Chairperson
 Bids and Awards Committee

ANNEX “A”

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>Bidder 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 Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances</i></p>
1	<p>Qualifications of Security Personnel to be assigned at Kamayan Realty Corporation (KRC):</p> <ul style="list-style-type: none"> a. Must be of good moral character and must not have been convicted of any crime; b. Must be physically and mentally fit; c. Must have at least 2 years college education or its equivalent; d. Must at least be 5’2” for female and 5’4” for male in height; e. Must be duly licensed, bonded, highly trained and experienced on security functions; f. Must have passed the neuro-psychiatric and standard drug tests. 	
2	<p>Provide security services to KRC for one (1) year to safeguard and protect the property from trespass, assault or other unlawful and destructive acts by strangers or any person.</p>	

3	<p>Provide the KRC with qualified, licensed, bonded, uniformed, highly trained security guards, who shall guard and protect the properties as described in Section VI. Schedule of Requirements above including Saturdays, Sundays and holidays.</p> <p>The guards should likewise possess the qualifications prescribed in Republic Act No. 5487, as amended by Presidential Decree 11-A dated January 17, 1973, entitled "An Act to Regulate the Organization and Operation of Private Detective, Watchman or Security Guard Agencies."</p>	
4	Post separate performance securities for each property location in accordance with the schedule prescribed in Section 39.2 of the Revised Implementing Rules and Regulations of RA 9184.	
5	Equip each detailed guard with uniform, service firearm, (as the situation warrant), equipment and other paraphernalia such as flashlights and first-aid kits, when actually on post, as prescribed by pertinent laws and regulations.	
6	Prevent entry of unauthorized persons in the area, and if this cannot be done peacefully, it is within the guards' normal duty to report the same to the authorities for proper action.	
7	Pay the salaries of guards in accordance with existing PADPAO rates.	
8	Ensure that all guards shall follow the rules and regulations which the KRC may, from time to time, issue.	
9	Discipline, supervise and control its security guards in accordance with RA 5487, as amended.	
10	Replace any guards within seventy-two (72) hours upon request by KRC in writing due to, but not limited to, unsatisfactory performance.	
11	Comply with the provisions of all pertinent laws such as, but not limited to, the Labor Code, latest DOLE Department Orders (i.e. Department Order No. 150-16, Series of 2016), Living Allowance, 13 th Month Pay, PD No. 351, Minimum Wage Law, PhilHealth, Social Security Law, Retirement Benefit and the Employees Compensation Act. It is understood that the winning bidder is an independent contractor and therefore, there is no employer-employee relationship	

	between the KRC on one hand, and the guards on the other.	
12	Submit a monthly report to the KRC regarding the manner the security agency rendered security protection to the KRC. The winning bidder shall at all times, maintain a Daily Logbook in all guard posts where daily events are entered which shall be available for inspection by any authorized personnel of the KRC.	
13	Submit to the KRC the bio-data of its candidates. KRC reserves the right to approve the selection of the security force to be assigned before they are actually posted. KRC also reserves the right to recommend security guards known for their integrity, honesty and dedication to service. Similarly, the winning bidder shall provide the KRC with the result of neuro-psychiatric and medical examinations and the current NBI clearance and licenses of all its personnel to be assigned in the KRC.	
14	Provide its assigned personnel with training and/or re-training as required by the Philippine National Police and furnish the KRC with certificates of successful completion of such training and/or re-training of said personnel.	
15	Hold KRC free from any claim arising out of personal injury, death, unpaid wages/benefits or for damages caused by the guard or to himself, or to others, whether or not the same arose out of or in the performance of duties. In the event that KRC shall be liable arising from failure of the winning bidder to act immediately on any of the above claims for which the winning bidder is liable under the law, KRC shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due to the winning bidder.	
16	Assume full responsibility for any loss or damage to the KRC premises or of third parties received by or placed under the custody of the guards when such loss or damage is due to the fault or negligence of the guards or when such fault or negligence of the guards contributed to the cause of, or aggravated the loss or damage.	
17	The winning bidder shall conduct an inventory of the informal dwellers, if	

	any, found within the property upon assumption of duty. Said inventory of family(ies) found in the site shall not increase in number or should be completely dispersed from the area. Violation of this condition shall be a ground for termination of the Security Contract.	
18	The winning bidder shall not allow their security guards to move-in with their families in the property subject of security contract or use the facilities for personal gain. Violation of this condition shall likewise be a ground for cancellation of the contract.	
19	Technical Parameters	
	<p>A. Stability</p> <ol style="list-style-type: none"> 1. Must have at least five (5) years of experience in the business of providing security services; 2. Liquidity of the Contractor: At least equivalent to ₱2,500,000.00 (current assets minus current liabilities based on Balance sheet as of December 31, 2022); 3. Must provide their list of officers and organizational structure. 	
	<p>B. Resources</p> <ol style="list-style-type: none"> 1. Minimum no. and kind of equipment as stated in Section VI. Schedule of Requirements; 2. Minimum no. of 50 Security Guards. 	
	<p>C. Security Plan</p> <ol style="list-style-type: none"> 1. Policies and procedures in the implementation of the proposed security services for KRC; 2. Contingency Plan in case of public disorder, industrial unrest, natural calamity, etc. <p>Notes:</p> <ol style="list-style-type: none"> a. Only the winning bidder shall submit the Security Plan. b. Every page of the Security Plan must be signed/initialed by the authorized signatory. 	

Note: The Bidder shall not only state its Statements of “Comply” or “Not Comply”, but also provide corresponding supporting evidence in the following items:

➤ **Item 5**

Provide KRC with a listing and copies of the license of all firearms to be used by their personnel assigned to KRC.

➤ **Item 13**

Submit to KRC the bio-data as well as the summary of qualifications of its candidates for evaluation.

➤ **Item 11**

A. Execute an Undertaking (notarized) stating that the Bidder shall pay its security guards the prescribed benefit stipulated under existing laws and DOLE Department Orders.

➤ **Item 19 – Technical Parameters**

A. Stability

1. Must have at least five (5) years of experience in the business of providing security services;
3. Liquidity of the Contractor: At least equivalent to ₱2,500,000.00 (current assets minus current liabilities based on the Balance Sheet as of December 31, 2022);
3. Must provide their list of officers and organizational structure.

B. Resources

1. Minimum no. and kind of equipment as stated in Section VI. Schedule of Requirements;
2. Minimum no. of 50 Security Guards.