



CONSULATE GENERAL OF THE REPUBLIC OF THE PHILIPPINES
CONSOLATO GENERALE DELLA REPUBBLICA DELLE FILIPPINE
MILAN

NOTICE OF CONDUCT OF NEGOTIATED PROCUREMENT UNDER SECTION 53.1 (TWO FAILED BIDDINGS) FOR THE PROCUREMENT OF SECURITY SERVICES OF THE CONSULATE AT VIALE STELVIO 71

1. The Philippine Consulate General (PCG) in Milan, through its Bids and Awards Committee, will conduct 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 of the Consulate located at Viale Stelvio 71 with an Approved Budget for the Contract (ABC) of Five Million Six Hundred Thirty Three Thousand Four Hundred Twenty Three Pesos and Eighty Nine Centavos (**PhP5,633, 423.89**) only or Ninety Five Thousand Three Hundred Two Euros and Twenty Nine Cents (**€95,302.29**); only.
2. Interested/invited bidders may submit their offers for negotiation to the Bids and Awards Committee Secretariat at Philippine Consulate General, Viale Stelvio 71, 20159 Milan, Italy, on or before **14 March 2019, at 12:00noon**. No submissions shall be accepted after this hour. Offers should, in no case, exceed the ABC of Five Million Six Hundred Thirty Three Thousand Four Hundred Twenty Three Pesos and Eighty Nine Centavos for the project. Individual negotiations with the participating bidders will commence on the same date, at 1pm, in the order of their submissions.
3. After the initial negotiations, the interested/invited bidders shall submit their Best and Final Offer to the Bids and Awards Committee Secretariat at Philippine Consulate General, Viale Stelvio 71, 20159 Milan, Italy, on or before **15 March 2019, at 12:00noon**. No submissions shall be accepted after this hour.
4. The Terms of Reference for the procurement contract are attached under **Annex "A"**.
5. The successful offer shall be selected on the basis of the compliance with the Terms of Reference and the best and final offer.
6. The Philippine Consulate General (PCG) 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.
7. For further information, please refer to:
PCG BAC Secretariat
Philippine Consulate General
Viale Stelvio 71, 20159, Milan, Italy
Tel. No. (+39) 02-6682-5232
Email address: philcongenmilan@gmail.com

FLAUREEN DACANAY
BAC Chairperson

07 March 2019, Milan, Italy

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Technical Specifications

Item	Specification	Statement of Compliance
1.	The contractor shall be a corporation or company duly organized and existing under Italian laws. It must be duly licensed by appropriate government authorities to render security and related services.	
2.	The contractor must be capable of rendering security services to the whole premises of the Consulate General of the Republic of the Philippines including the entire Office building, and inside and outside area of the perimeter of the property.	
3.	The contractor shall provide its security and safety guards with proper uniforms and paraphernalia including identification cards countersigned by the company's representative in order to distinguish them from the Consulate's personnel or other groups in the Consulate.	
4.	The contractor shall conduct, at least once every three (3) months, its own unit training drills involving all the emergency procedures (fire-fighting, first aid and medical evacuation, earthquake drill and evacuation, search and rescue operations and crowd disturbance management). The drill shall be evaluated by the Consul General or her designated representative. A certification of training shall be issued and submitted to the Consulate.	
5.	The contractor shall provide security services to the Consulate from Mondays to Fridays on a 12-hour basis, 8:00 a.m. – 8:00 p.m., or on special schedule, mutually agreed by parties, upon request of the Consul General.	
6.	<p>The contractor shall likewise provide, at its own expense, the following additional services when required by the Consulate:</p> <ul style="list-style-type: none"> a. Security planning (to be submitted to the Consul General or her designated representative); b. Specialized investigation; and 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 Consulate. 	
7.	The security guards/security agency must provide a report on the monthly record of all security guards.	

8.	The contractor and all its representatives and security guards shall comply with the security and safety rules and regulations of the Consulate.	
9.	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 Consul General and her designated representative including the final outcome of the contractor's own in-house investigation.	
10.	It shall be understood that there is no employer-employee relationship between the Consulate and the security guards	
11.	The Contractor shall compensate the Consulate for any loss or damages caused to the Consulate because of negligence or connivance, etc. or any other reason attributable to any of the personnel engaged by the service provider.	
12.	The contract shall cover a period of one (1) year that could be extended at the option of the Consulate on a month-to-month basis, under the same terms and conditions as provided for under the original contract.	
13.	The Parties take all reasonable precautions not to disclose, divulge and/or disseminate to any Third Party any confidential information on its security arrangements (including but not limited to the assignment instruction, schedules and other subsequent agreements) and/or business of the First Party.	
14.	The Consulate shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, punitive or any other damages or losses of any kind or nature, whether in contract, tort (including negligence), products or strict liability or any other form of action such as personal injury or death resulting in the performance of the terms of this Agreement. The Contractor shall take the sole responsibility on its personnel and their equipment inhibiting the Consulate from any liabilities.	

Annex A

CHARGES

LOCATION	DEPLOYMENT	PERIOD	
Consulate General of the Republic of the Philippines Viale Stelvio 71 – Via Bernina 18, 20159 Milan, Italy	Security Officer - 2	01 April 2019	31 March 2020

FINANCIAL EFFECTS

RATES

1 Security Officer	= € _____ / - per 4 hours daily duty (all inclusive)
1 Security Officer	= € _____ - / - per 4 hours duty (all inclusive)

Grand Total

2 Security Officers	= € _____ / (all inclusive)
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Note:

The attached Annexes A are an integral part of this document.

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to 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]

[Position]

[Date]

SPECIFICHE TECNICHE

Punto	Specifica	Dichiarazione di conformità
1	Il fornitore sarà un'azienda debitamente organizzata ed esistente secondo le leggi italiane. Deve esser debitamente autorizzata dalle autorità governative competenti per fornire servizi di sicurezza e simili.	
2	Il fornitore dovrà essere in grado di fornire servizi di sicurezza in tutta le sede del Consolato Generale della Repubblica delle Filippine, incluso tutto il palazzo degli uffici, all'interno e all'esterno delle mura perimetrali della proprietà.	
3	Il fornitore fornirà al proprio personale divise e attrezzature adeguate incluso tesserini identificativi vistati dal rappresentante dell'azienda con lo scopo di non confondersi con il personale del Consolato e altri gruppi nel Consolato.	
4	Il fornitore condurrà, almeno una volta ogni tre (3) mesi, un addestramento del proprio personale in merito alle procedure di emergenza (evacuazione in caso di incendio e terremoto, primo soccorso, e gestione del disturbo pubblico). L'addestramento sarà valutato dal Console Generale o da un rappresentato designato. Dovrà essere rilasciato e presentato al Consolato un certificato sull'addestramento svolto.	
5	Il fornitore fornirà servizi di sicurezza presso il Consolato da Lunedì a Venerdì, dalle ore 8.00 alle ore 20.00 o in orario speciale, concordato reciprocamente tra le parti, su richiesta del Console Generale.	
6	Allo stesso modo, il fornitore fornirà, a proprie spese, i seguenti servizi aggiuntivi quando richiesto dal Consolato: a. Piano sicurezza (da presentarsi al Console Generale o al suo rappresentante designato); b. Investigazioni specializzate; e c. Collegamento con la polizia locale al fine di riferire casi riguardanti la violazione della sicurezza o qualsiasi incidente avvenuto nei locali del Consolato.	
7	Il fornitore deve presentare un rapporto mensile su tutto il proprio personale di sicurezza.	
8	Il fornitore, tutti i suoi rappresentanti e il personale di sicurezza si atterranno alle regole e ai regolamenti del Consolato.	
9	Sarà obbligatorio da parte del fornitore presentare una relazione scritta al Console Generale o al suo rappresentante designato su qualsiasi smarrimento, furto o atto Illegale, e di qualsiasi indagine correlata, incluso una relazione finale sulle investigazioni interne svolte dal fornitore stesso.	
10	Dovrà essere chiaro che non ci sarà alcuna relazione datore di lavoro-lavoratore tra il Consolato e il personale di sicurezza.	
11	Il fornitore risarcirà il Consolato per qualsiasi smarrimento o danno causato per negligenza o connivenza ecc... o per qualsiasi ragione attribuibile al personale ingaggiato dal fornitore stesso.	
12	Il contratto coprirà il periodo di un anno (1) che potrebbe essere esteso, su opzione del Consolato, su base mensile con gli stessi termini e condizioni previsti nel contratto originale.	

- 13 Le Parti prendono tutte le precauzioni ragionevoli per non rivelare, divulgare e/o diffondere a qualsiasi parte terza alcuna informazione confidenziale riguardante le disposizioni sulla sicurezza (tra cui, ma non limitatamente, quelle del compito assegnato, orari e altri accordi successivi) e/o l'attività della Parte Prima.
- 14 Il Consolato non sarà responsabile di alcun danno, smarrimento, atto illecito diretto, indiretto, accidentale, speciale, consequenziale, o di qualsiasi altra azione, come la lesione personale o la morte, derivante dallo svolgimento dei termini del detto Contratto. Il fornitore si assumerà l'esclusiva responsabilità del proprio personale e delle proprie attrezzature escludendo il Consolato da ogni responsabilità.