Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 036-2020 Series of 2020

RECOMMENDING THE APPROVAL OF THE POST QUALIFICATION EVALUATION REPORT AND THE AWARD OF CONTRACT FOR THE PROCUREMENT OF A TEN (10)-MONTH SECURITY SERVICES CONTRACT FOR THE NATIONAL PRIVACY COMMISSION (NPC)

WHEREAS, on 16 June 2020, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) held the bid opening and evaluation of bids for the procurement of a ten (10)-month security services contract for the NPC;

WHEREAS, upon evaluation of the technical and financial component of the submitted bids in accordance to the provisions of the Implementing Rules and Regulations (IRR) of R.A. 9184 otherwise known as the Government Procurement Reform Act, it was determined that the lowest responsive bid is ONE MILLION EIGHT HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN PESOS AND SIX CENTAVOS (Php1,857,837.06) by *Grand Meritus Security Agency, Inc.;*

WHEREAS, the BAC Secretariat then proceeded to forward the bid documents to the BAC Technical Working Group (TWG) for post-qualification evaluation;

WHEREAS, after verifying, validating, and ascertaining all statements made and documents submitted by the bidder, the TWG, in its Post Qualification Evaluation Report, Supplemental Post Qualification Report and Recommendation of Award herein attached as Annexes "A", "B" and "C", was able to conclude that *Grand Meritus Security Agency, Inc.* complies with and is responsive to all the requirements and conditions specified in the Bidding Documents;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that pursuant to the Post Qualification Evaluation Report, Supplemental Post Qualification Report and Recommendation of Award herein attached as Annexes "A", "B" and "C, hereby recommends the award of contract relative to the procurement of a ten (10)-month

security services contract for NPC to *Grand Meritus Security Agency, Inc.* as the lowest calculated responsive bid (LCRB);

RESOLVED this 28th day of July 2020, via online meeting.

ATTEST:

Sgd.

MR. ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

Aurelle Dominic E. Narag
Digitally signed by Aurelle Dominic E. Narag
Date: 2020.08.05 15:42:17 +08'00'

ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV
BAC Member

Sgd.

JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member

Mendoza Ma Josefina Eusebio
Digitally signed by Mendoza Ma Josefina Eusebio
Date: 2020.08.05 17:20:15 +08'00'

ATTY. MA. JOSEFINA E. MENDOZA
OIC-Division Chief, Legal Division
BAC Member

Digitally signed by Villasoto Ivy Grace Torres
Date: 2020.08.05 15:20:57 +08'00'

ATTY. IVY GRACE T. VILLASOTO
OIC-Director, PPO
BAC Vice Chairperson

Patula Maria Theresita Elnar
Digitally signed by Patula Maria Theresita Elnar
Date: 2020.08.05 13:28:45 +08'00'

ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner
Head of the Procuring Entity
Date: JUL 28 2020

Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: 10 AUG 2020

Mr. Dennis R. Mescallado
Marketing Manager
Grand Meritus Security Agency Inc.
3rd No. 12 Xavierville Ave., corner Pajo Street,
Loyola Heights , Quezon City

Dear Mr. Mescallado:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee the contract for the procurement of Security Services amounting to ONE MILLION EIGHT HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN PESOS AND SIX CENTAVOS (Php1,857,837.06), VAT inclusive, is awarded to GRAND MERITUS SECURITY AGENCY INC., consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,

RAYMUND E. LIBORO
Privacy Commissioner
Head of the Procuring Entity
10 AUG 2020

Conforme:

Mr. Dennis R. Mescallado
Grand Meritus Security Agency Inc.
Date: 13 AUG 2020

REPUBLIC OF THE PHILIPPINES }
PASAY CITY }

SECURITY SERVICES AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 24 day of AUGUST 2020, at the City of Pasay, Metro Manila, Philippines, by and between:

NATIONAL PRIVACY COMMISSION, a national government agencycreated by virtue of Republic Act No. 10173 or the Data Privacy Act of2012, with office address at the 5th Floor Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines,hereinrepresented by its Privacy Commissioner and Chairman, **RAYMUND ENRIQUEZ LIBORO** (hereinafter referred to as the "NPC");

- and -

GRAND MERITUS SECURITY AGENCY, INC., a corporation duly organized and existing under and by virtue of Philippine laws, with principal office at 3rd Floor, Carpio Building, No. 12 Xavierville Avenue corner pajo Street, Loyola Heights, Quezon City, Metro Manila, Philippines, herein represented by its Chairman, **SANDY C. BALITE** (herein referred to as the "**SECURITY PROVIDER")**NPC andSECURITY PROVIDER shall hereinafter be referred to collectively as the "**PARTIES".**

WITNESSETH: That-

WHEREAS, the **COMMISSION** desire to engage the services of a **SECURITY PROVIDER** to safeguard and protect the **COMMISSION'**s officials, employees and all persons transacting legitimate business within its premises against all crimes/unlawful acts and to protect its area, materials, properties, equipment, facilities, and confidential information against pilferage, robbery and any or all forms of destruction;

WHEREAS, the **SECURITY PROVIDER** represents that it is duly licensed in accordance with Republic Act No. 5487 or The Private Security Agency Law, as amended, with the necessary resources, experience and expertise in providing security services and has offered to provide the services required by the **COMMISSION;**

WHEREAS, the Bids and Awards Committee (BAC) recommended through its BAC Resolution dated 28 July 2020, and thereafter the NPC Privacy Commissioner and Chairman/Head of the Procuring Entity (HoPE) issued on August 10, 2020 the Notice of Award to **SECURITY PROVIDER;**

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual stipulations hereinafter set forth, the **PARTIES** hereby bind themselves as follows:

1. In accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184), the following documents shall form part of this Security Services Agreement (SSA), to wit:
    a. Contract Agreement;
    b. Bidding Documents;
    c. Winning bidder's bid;
    d. Performance Security;
    e. Notice of Award; and
    f. Terms of Reference of the end-user.

2. **SERVICES** – The **SECURITY PROVIDER** shall provide services for twenty-four (24) hours per day, seven (7) days per week (24/7) and each Security Guard shall render service for eight (8) hours a day.

3. **NUMBER OF SECURITY GUARDS** – The **SECURITY PROVIDER** shall employ and utilize eight (8) security guards to be deployed at NPC's office address at the 5th Floor, Philippine International Convention Center, Vicente Sotto St., Pasay City, Metro Manila in three (3) succeeding eight (8) hour shifts each day. In the event of resignation, absence without authorized leave (AWOL), and authorized leave of the security guards, the **SECURITY PROVIDER** undertakes to deploy a substitute/replacement immediately to ensure no interruption of services.

   Subject to coordination with the Chief of the Administrative Services Division of the **COMMISSION**, three (3) security guards shall provide services in the West Wing in eight-hour shifts, three (3) security guards in the East Wing in eight-hour shifts, and another two (2) security guards in the parking lot during daytime.

4. **CHANGE OF OFFICE LOCATION – NPC** reserves the right to change its office location for any reasonable and just cause and **SECURITY PROVIDER** shall be responsible to provide security services at the new office location.

5. **QUALIFICATION REQUIREMENTS OF THE SECURITY GUARDS** – The Security Guards must be duly licensed, properly skilled/trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications:

    a) Filipino Citizen:
    b) Six males and/or two females;
    c) Not more than 45 years of age;
    d) Must have completed at least a two-years college or vocational course
    e) At least 5'4" in height for male and 5'2" height for female.

    The **SECURITY PROVIDER** shall also submit the following documentary requirements prior to posting:

    a) Certification from any accredited security training institute of the Private Security Licensing of PNP;
    b) NBI Clearance;
    c) PNP Clearance;
    d) Barangay Clearance;
    e) Physical/Medical/Health Certificate
    f) Psychoneurotic test; and
    g) Personal data Sheet.

6. **CONTROL AND SUPERVISION - The SECURITY PROVIDER** shall ensure that the Security Guards report for work and shall be responsible in supervising and monitoring the Security Guards deployed at the **COMMISSION**'s office and premises to ensure that they effectively and efficiently perform their duties and responsibilities as herein provided.

7. **UNIFORM** – The **SECURITY PROVIDER** shall ensure that the Security Guards are to be provided with proper uniforms and proper identification cards and shall ensure that the Security Guards report for work wearing these provisions.

8. **FIREARMS, EQUIPMENT AND SUPPLIES**–The **SECURITY PROVIDER** shall provide the firearms and ammunition to each security guard using the following specification:

    a. 9mm calibre pistol in good working condition and covered with license by PNP-FEO;
    b. Ammunition
    c. Accessories

    Furthermore, the **SECURITY PROVIDER** shall provide other basic equipment as provided in Republic Act No. 5487 the Private Security Agency Law, including but

not limited to security related equipment as provided in Item No. 5, vehicles, tools and suppliesnecessary, appropriate, and incidental in ensuring that the entire **COMMISSION**'s office/properties are secured, protected and safe at all times.

9. **RATE ADJUSTMENT AND ESCALATION DUE TO WAGE ORDER** – Should there be any law or executive order mandating the increase in the minimum wage or requiring additional compensation, the parties shall adjust the rates stipulated.

10. **PERFORMANCE ASSESSMENT** – The **SECURITY PROVIDER** shall maintain a satisfactory level of performance throughout the one (1)-year term of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007.

11. **RIGHT OF INSPECTION** – The **NPC** shall have the right to inspect the Security Guards provided by the **SECURITY PROVIDER** and may have any of said security guards changed and/or replaced for good cause. The **SECURITY PROVIDER** shall immediately act to relieve any such security guard recommended for replacement; Provided, that were such notice is given verbally, **NPC** shall confirm the same in writing.

12. DUTIES AND RESPONSIBILITIES OF THE SECURITY PROVIDER

12.1 The services provided by the **SECURITY PROVIDER** shall cover all **NPC** offices but not limited to the following, to wit:

a) Conduct security checks of all visitors entering the Office Building;
b) Monitor the entry of all employees and visitors and log the arrival and departure ofall employees and visitors;
c) Assist in securing any time keeping apparatus;
d) Conduct roving inspection regularly, especially during night time to prevent incidenceof theft or fire; and
e) Unplug computers and other office equipment during night-time except in the Data Center.

12.2 The **SECURITY PROVIDER** shall provide, at its own expense, all the necessary supplies and equipment required to perform the work including at the minimum but not limited to the following:

a. Four (4) Handheld portable two-way radio with NTC License Permit, multifunction display and with complete accessions such as but not limited to a battery charger and extra battery pack for each radio;
b. Two (2) Handheld Metal Detectors;
c. Two (2) Portable Flashlights;
d. Two (2) Rechargeable Emergency Lights;

e. Two (2) Handcuffs;

f. Two (20) Rattan Batton;
g. Logbooks sufficient for three (3) months;
h. Ballpens sufficient for three (3) months;
i. Two (2) Umbrellas; and
j. Two (2) First Aid Kits.

12.3 The **SECURITY PROVIDER** shall ensure that the security guards conduct regular roving inspection of the NPC vehicles at the parking slots, provided by the PICC for the official use of NPC.

12.4 The **SECURITY PROVIDER** shall submit its own security plan for the purpose of maintainingsecurity at the **COMMISSION**'s office/premises;

12.5 The **SECURITY PROVIDER** shall submit promptly every morning to **NPC**'s Administrative Services Division (ASD) the shift guard mounting reports, as well as reports of all incidentsof loss, injury and damage to persons and property that occurred during the previous day;

12.6 The **SECURITY PROVIDER** shall submit the logbook of officials, visitors and employees to the ASD every month.

12.7 The **SECURITY PROVIDER** shall exercise effective administration, control, supervision andinspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commissionof anomalous acts by the guards, whether on or off duty. The **SECURITY PROVIDER** shallbe liable for any willful, intentional or negligent act or omission of the guards resultingin death/injury to **NPC**'s officials, employees or visitors, or damage/loss to **NPC**'sproperties;

12.8 The **SECURITY PROVIDER** shall guarantee that all guards follow all regulations, policiessecurity programs and plans as contained in the approved security plan and continuouslyimprove their performance, efficiency, discipline, fitness and preparedness;

12.9 The **SECURITY PROVIDER** shall warrant that all security guards observe the highest courtesyand respect towards all officials and employees, including authorized visitors of the **NPC**'sin the execution of their duties;

12.10 The **SECURTIY PROVIDER** shall comply with existing and applicable labor laws, rules andregulations and warrant the payment of salaries, benefits, and allowances to its securitypersonnel within the legal rates.

13. **DUTIES AND RESPONSIBILITIES OF THE NPC**

13.1 The **NPC**, through its Administrative Services Division shall monitor the implementation of the security services in accordance with the specifications and conditions herein;

13.2 Payment by the **NPC** to the **SECURITY PROVIDER** shall be on a monthly basis, within fifteen (15) working days from submission of billing statement.

13.3 The **NPC** obligates itself to pay the total amount of **ONE MILLION EIGHT HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN PESOS AND SIX CENTAVOS (Php1,857,837.06)** for Ten (10) Months which was stated in the Notice of Award.

14. **LIABILITY OF THE SECURITY PROVIDER** – The **SECURITY PROVIDER** shall assume full responsibility and shall be held liable for any property loss or damage that result from the unlawful or negligentacts of the security guards or failure to perform their duties hereunder. The **SECURITY PROVIDER**shall also be responsible for loss and damage to property that may be suffered by the **COMMISSION**due to the willful act or inaction, omission, negligence, fault, and inefficiency. It is expresslyunderstood, however, that the **SECURITY PROVIDER** is not liable for any loss or damage due to fortuitous events or force majeure as defined by law.

15. **DURATION OF AGREEMENT** – The Security Services Agreement shall commence within five (5)working days upon receipt of Notice to Proceed by the **SECURITY PROVIDER** and shall remain infull force and effect until June 28, 2024, unless otherwise terminated by either partydue to justifiable ground/s.

16. **AMENDMENTS** – Any changes, modifications, revisions or amendments to this SSA must bemutually agreed upon by and between the parties to this SSA, incorporated by writteninstrument, and effective when executed and signed by all parties to this SSA.

17. **PRE-TERMINATION CLAUSE** – In case of violation of any of the provisions of this Contract, the **COMMISSION** shall issue written notice to the **SERVICE PROVIDER** of the violation on the provisions of this Contract with corresponding penalties:

- **1st offense:** Verbal warning thru head guard
- **2nd offense:** Written warning
- **3rd offense:** Termination of Contract and liquidated damages in accordance to government rules and regulations

18. **VENUE OF ACTIONS** – That in case of a court suit, the venue shall be the courts of competentjurisdiction in Pasay City to the exclusion of all other courts subject to prior resort to alternativedispute resolution under Republic Act 9285.

19. **ALTERNATIVE DISPUTE RESOLUTION** - In the event of any dispute or difference of any kindwhatsoever arising out of or relating to this Agreement, the parties shall exercise their best effortsto resolve the dispute or difference by mutual consultation as soon as possible. In the event that theparties cannot, by exercise of their best efforts resolve the dispute or difference, they shall submittheir dispute or difference to for Administrative Settlement or Adjudication pursuant to Article XVIII,Section 59 of the 2016 Revised Implementing Rules and Regulations of Republic Acts No. 9184,otherwise known as the Government Procurement Procurement Reform Act.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signature this 24 day of August 2020 in Pasay City, Metro Manila, Philippines.

NATIONAL PRIVACY COMMISSION AGENCY, INC.

By:

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and
Chairman

GRAND MERITUS SECURITY

By:

SANDY C. BALITE
Chairman

Signed in the Presence of:

Signature over Printed Name

Signature over Printed Name

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasay, Philippines, personally appeared the following:

NAME	GOV'T ISSUED ID Date Issued/ Expiration Date
RAYMUND ENRIQUEZ LIBORO	PASSPORT EC0012461A
SANDY C. BALITE	DRIVER'S LICENCE N06-97-006788

Known to me and to me known to be the same persons who executed the forgoing Security Services Agreement and they acknowledged that the same is their true act and voluntary will and deed as well as the true will and deed of the entities they represent. The foregoing instrument consists of eight (8) pages, including this page where the acknowledgement is written, and has been signed by the authorized representatives of the parties on the space above their names and on all pages at their margins, including their witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ____day of 26 AUG 2020 2020 at the City of Pasay, Metro Manila, Philippines.

ATTY. KENNETH ROY SENTILLAS
Notary Public for Pasay City
Commission Order No. 19-42
(Until December 31, 2020)
Roll of Attorney's No. 66434
IBP No. 120148 / 01-16-20 / Davao City
PTR No. 7075044 / 01-23-20 / Pasay City
MCLE Compliance VI-0006262 / 02-01-18
5F Delegation Building, PICC,
Roxas Boulevard, Pasay City

Doc. No. 107;
Page No. 23;
Book No. 4;
Series of 2020.

Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: AUG 24, 2020

DENNIS R. MESCALLADO
Marketing Manager
Grand Meritus Security Agency, Inc.
3rd No. 12 Xavierville Ave., corner Pajo Street
Loyola Heights, Quezon City

Dear Mr. **MESCALLADO:**

Notice is hereby given to **GRAND MERITUS SECURITY AGENCY, INC.** for the commencement of the **Security Services for the National Privacy Commission** at the Philippine International Convention Center (PICC) in accordance with the terms of and conditions of the attached Security Services Agreement.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,

RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner

I acknowledge receipt of this notice on 8/24/2020
Name of the authorized representative of the Bidder DENNIS MESCALLADO
Signature of the authorized representative