



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 172-2021, Series of 2021

**RECOMMENDING THE AWARD OF CONTRACT FOR THE PROCUREMENT OF
SECURITY SERVICES TO GRAND MERITUS SECURITY AGENCY, INC., THE
DECLARED SINGLE CALCULATED AND RESPONSIVE BIDDER**

WHEREAS, the National Privacy Commission (NPC), is the agency mandated to enforce data privacy protection;

WHEREAS, there is a need to procure security services to ensure the safety and security of officials, employees, physical areas, materials, properties, equipment, facilities, and confidential information and all persons transacting legitimate business with NPC against all crime/unlawful acts;

WHEREAS, the NPC saw it fit to procure security services through Early Procurement Activity for FY 2022 under 2022 Indicative APP Item No. 2022-0010 with an Approved Budget for the Contract (ABC) amounting to Php3,520,000.00;

WHEREAS, this item of procurement shall be under the mode of Competitive Bidding pursuant to Section 10 Rule IV of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, Section 7.6 of the Revised IRR of RA 9184 provides that to facilitate the immediate implementation of procurement of Goods, Infrastructure Projects or Consulting Services, even pending approval of the GAA, corporate budget or appropriations ordinance, as the case may be, and notwithstanding Section 7.2 of the Revised IRR, the Procuring Entity may undertake the procurement activities short of award, which will facilitate the awarding of procurement contracts after the enactment of the GAA, enabling the timely implementation and completion of programs and projects;

WHEREAS, on 04 November 2021, the National Privacy Commission-Bids and Awards Committee (NPC-BAC) conducted a pre-procurement conference where the details pertaining to this procurement were discussed and clarified;

WHEREAS, on 11 November 2021, the Invitation to Bid was posted in the PhilGEPS and NPC websites as well as on the NPC bulletin board, together with the Bidding Documents. Invitations to observers were also sent in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, on 18 November 2021, the Pre-bid Conference was conducted, attended by RP Robean Security Service Inc., Tough Guard Security, VV Security Agency, Redbird Security Agency and Golden Z Five Security;

Ref No.: 172-2021 *The original of this document (only containing the BAC members' signature) is in digital format*
NPC_BAC_RESO-V1.0, R0.0, 05 May 2021

WHEREAS, the NPC-BAC issued Supplemental/Bid Bulletin No. 135-2021 to address the inquiries and clarifications sent by a prospective bidder, a copy of which was furnished to the prospective bidders and published in the NPC website, bulletin board and PhilGEPS website;

WHEREAS, the NPC-BAC set the deadline of submission of the Bids on 02 December 2021 at 8:00 a.m. where only one (1) bidder, Grand Meritus Security Agency, Inc., submitted its bid;

WHEREAS, on the same date, at 03:00 p.m., the NPC-BAC proceeded to open the bid submitted and conduct preliminary evaluation to determine the bidder's compliance with the technical component documents. The NPC-BAC, with the assistance of the TWG, checked the submitted documents of the bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion in accordance with Section 25 of the IRR of R.A. 9184;

WHEREAS, upon inspection and evaluation of the eligibility and technical requirements submitted, it was determined that Grand Meritus Security Agency, Inc. passed all the eligibility requirements prescribed in accordance to the provisions of the IRR of R.A. 9184;

WHEREAS, immediately after determining compliance with the requirements in the first envelope, the BAC opened the second bid envelope (Financial Proposal) of the eligible and technically complying bidder and determined that it passed all the financial requirements and is now recommended for bid evaluation relative to the procurement of Security Services, as shown in the Abstract of Bids as Read herein attached as Annex "A";

WHEREAS, on 7 December 2021, the BAC conducted a bid evaluation in accordance with Section 32 of the RIRR of RA 9184;

WHEREAS, pursuant to the BAC-Technical Working Group's (TWG) Bid Evaluation Report, herein attached as Annex "B", reviewed by the NPC-BAC on 7 December 2021, it was found that the submitted bid is complete and contains no arithmetical error as shown in the Abstract of Bids as Calculated herein attached as Annex "C", and was endorsed for post-qualification evaluation;

WHEREAS, on 10 December 2021, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, attached as Annex "D", and adopted the same, noting the recommendations made therein by the BAC-TWG;

WHEREAS, there being no issues in the BAC-TWG's Post-Qualification Report, it was moved and seconded to declare the bid by Grand Meritus Security Agency, Inc. as the Single Calculated and Responsive Bid;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that the sole bidder, Grand Meritus Security Agency, Inc., whose bid is amounting to **Two Million Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Two and 22/100 Pesos (Php2,447,792.22)**, be declared as the single calculated and responsive bidder and be recommended for the award of contract for the procurement of Security Services upon approval or enactment of the respective appropriations and issuance of budget authorization document, based on the amount authorized therein in, accordance with GPPB Circular 06-2019.

The original of this document (only containing the BAC members' signature) is in digital format

Ref No.: 172-2021

NPC_BAC_RESO-V1.0, R0.0, 05 May 2021


RESOLVED this 10th day of December 2021 via combination of on-site and videoconference meeting.

ATTEST:

ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

on official business
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV, OPC
BAC Member

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


Digitally signed
by Mendoza
Ma Josefina
Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member

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

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

Approved:

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: January 20, 2022 _



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: January 20, 2022

MS. ROSARIO BUENAOBRA-LIPATA

Representative

Grand Meritus Security Agency, Inc.
12 Xavierville Avenue Cor. Pajo Street,
Loyola Heights, Quezon City

Dear **Ms. Buenaobra-Lipata**:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 172-2021, Series of 2021, the award of the contract for the procurement of Security Services amounting to **Two Million Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Two and 22/100 Pesos (Php2,447,792.22)**, 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,

Digitally signed by
Naga John Henry Du
Date: 2022.01.20
20:07:44 +08'00'

ATTY. JOHN HENRY D. NAGA

Privacy Commissioner
Head of the Procuring Entity

January 20, 2022

Conforme:

MS. ROSARIO BUENAOBRA-LIPATA

Representative

Grand Meritus Security Agency, Inc.

Date: 01-21-2022

Ref No.: 126-2021

NPC_BAC_NOA-V1.0, R0.0, 05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

Date Issued: 28 JAN 2022


ROSARIO BUENAOBRA-LIPATA
Authorized Representative
Grand Meritus Security Agency, Inc.
12 Xavierville Avenue corner Pajo Street,
Loyola Heights, Quezon City

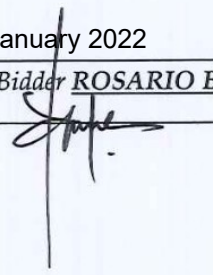
Dear Ms. **LIPATA**:

Notice is hereby given to **Grand Meritus Security Agency, Inc.** for the commencement of the procurement for 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 Memorandum of 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,


ATTY. JOHN HENRY D. NAGA
Head Of the Procuring Entity

I acknowledge receipt of this notice on 28 January 2022
Name of the authorized representative of the Bidder ROSARIO BUENAOBRA-LIPATA
Signature of the authorized representative 



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

CERTIFICATION OF AVAILABILITY OF FUNDS

This is to certify that funds are available to cover the payment for One (1) lot **Security Services**, amounting to *Three Million Five Hundred Twenty Thousand Pesos (Php 3,520,000.00)* chargeable against **Security Services (GAS-MOOE)**, under the General Appropriations Act FY 2022 (RA 11639), programmed under the NPC CY 2022 APP with Item No. 2022-0010.

This certificate is being issued upon the request of Administrative Services Division (ASD) for Procurement Activity purposes only, subject to the provisions of the Revised RA9184 and its IRR, GPPB Circulars and other applicable laws.

Issued this 17th day of January 2022 at 5th Floor Delegation Building, PICC Complex, Pasay City, Metro Manila.

Certified Funds Available:

JENSEN JOY L. BALLICUD
Accountant II *sgd.-mge*

Purchase Request No. 2021-10-0116
Purchase Request Date: 4-Oct-2021

Ref No.: CAF2022-01-0002

NPC_FAO_FPMD_CAF-V1.0,R0.0,05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

BIDS AND AWARDS COMMITTEE
BAC Resolution No. 172-2021, Series of 2021

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SECURITY SERVICES TO GRAND MERITUS SECURITY AGENCY, INC., THE
DECLARED SINGLE CALCULATED AND RESPONSIVE BIDDER**

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Ref No.: 172-2021

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WHEREAS, on 7 December 2021, the BAC conducted a bid evaluation in accordance with Section 32 of the RIRR of RA 9184;

WHEREAS, pursuant to the BAC-Technical Working Group's (TWG) Bid Evaluation Report, herein attached as Annex "B", reviewed by the NPC-BAC on 7 December 2021, it was found that the submitted bid is complete and contains no arithmetical error as shown in the Abstract of Bids as Calculated herein attached as Annex "C", and was endorsed for post-qualification evaluation;

WHEREAS, on 10 December 2021, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG, attached as Annex "D", and adopted the same, noting the recommendations made therein by the BAC-TWG;

WHEREAS, there being no issues in the BAC-TWG's Post-Qualification Report, it was moved and seconded to declare the bid by Grand Meritus Security Agency, Inc. as the Single Calculated and Responsive Bid;

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC-BAC, hereby RESOLVE, as it is hereby RESOLVED, that the sole bidder, Grand Meritus Security Agency, Inc., whose bid is amounting to **Two Million Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Two and 22/100 Pesos (Php2,447,792.22)**, be declared as the single calculated and responsive bidder and be recommended for the award of contract for the procurement of Security Services upon approval or enactment of the respective appropriations and issuance of budget authorization document, based on the amount authorized therein in, accordance with GPPB Circular 06-2019.

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Ref No.: 172-2021


NPC_BAC_RESO-V1.0, R0.0, 05 May 2021


RESOLVED this 10th day of December 2021 via combination of on-site and videoconference meeting.

ATTEST:


Digitally signed
by Espenilla
Erwin Dejuocos
ERWIN D. ESPENILLA
Executive Assistant IV, OPC
BAC Member

on official business
ATTY. AURELLE DOMINIC E. NARAG
Executive Assistant IV, OPC
BAC Member



Digitally signed by
Ragsag Jonathan
Rudolph Yandan
JONATHAN RUDOLPH Y. RAGSAG
OIC-Chief, DSTSD
BAC Member


Digitally signed
by Mendoza
Ma Josefina
Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Attorney IV, Legal Division
BAC Member

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


Digitally signed by Patula Maria
Theresita Elnar
Date: 2021.12.15 14:23:15
+08'00'
ATTY. MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


Digitally signed
by Naga John
Henry Du
Date: 2022.01.20
20:05:44 +08'00'
ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: January 20, 2022

Ref No.: 172-2021

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NPC_BAC_RESO-V1.0, R0.0, 05 May 2021



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE OF AWARD

Date Issued: January 20, 2022

MS. ROSARIO BUENAOBRA-LIPATA
Representative
Grand Meritus Security Agency, Inc.
12 Xavierville Avenue Cor. Pajo Street,
Loyola Heights, Quezon City

Dear Ms. Buenaobra-Lipata:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 172-2021, Series of 2021, the award of the contract for the procurement of Security Services amounting to **Two Million Four Hundred Forty-Seven Thousand Seven Hundred Ninety-Two and 22/100 Pesos (Php2,447,792.22)**, 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,

ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity

January 20, 2022

Conforme:

MS. ROSARIO BUENAOBRA-LIPATA
Representative
Grand Meritus Security Agency, Inc.
Date: 01-21-2022

Ref No.: 126-2021

NPC_BAC_NOA-V1.0, R0.0.05 May 2021

SECURITY SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 26 January 2022, in Metro Manila, Philippines, by and between:

The **NATIONAL PRIVACY COMMISSION**, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with office address at the 5th Floor Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA** (hereinafter referred to as the "**NPC** or the "**COMMISSION**");

- and -

The **GRAND MERITUS SECURITY AGENCY, INC.**, a corporation duly organized and existing under and by virtue of Philippine laws, with principal office at 12 Xavierville Avenue, Quezon City, 1108 Metro Manila, Philippines, herein represented by its Marketing In-Charge, **ROSARIO BUENAOBRA-LIPATA** (hereinafter referred to as the "**SERVICE PROVIDER**");

NPC and **GRAND MERITUS SECURITY AGENCY INC**, hereinafter collectively referred to as "**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, this item was recommended for award thru Competitive Bidding pursuant to the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

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, on 17 January 2022 the **NPC** Accountant issued Certificate of Availability of Funds (CAF) amounting PHP3,520,000.00. A Copy¹ of the CAF is hereto attached and made an integral part of this Agreement.

WHEREAS, the Bids and Awards Committee (BAC) recommended through its BAC Resolution No.² dated 10 December 2021 and thereafter the **NPC** Privacy Commissioner/Head of the Procuring Entity (HOPE) issued on 20 January 2022 the Notice of Award³ to **SECURITY PROVIDER**;

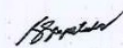
NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual stipulations hereinafter set forth, the **PARTIES** hereby bind themselves as follows:

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. Bidding Documents;
 - b. Winning Bidder's bid;
 - c. Performance Security Bond;
 - d. Notice of Award; and
 - e. Terms of Reference of the end-user.

¹ Annex A : Certificate of Funds Available

² Annex B : BAC Resolution No. 172-2021, Series of 2021 dated 10 December 2021

³ Annex C : Notice of Award dated 20 January 2022


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Maria Theresa Hnar
Date: 2022.01.26 14:21:04
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2. **SERVICES** - The **SECURITY PROVIDER** shall provide services for Eight (8) hours shifting to complete the services of 24 hours (except for the parking lot having 16-hour daily service only) / 7 days a week.
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 with Eight (8) hours 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 Administrative Services Division (ASD) of the **COMMISSION**, three (3) security guards shall provide services in the West Wing in eight-hours shifts. Three (3) security guards in the East Wing in eight-hour shifts, and Two (2) security guards in the parking lot in eight-hour shift 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. **QUALIFICATIONS 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.) Four (4) Males and Four (4) Females

Level of Qualifications	No. of Personnel	Age	Additional Requirements
Security Officers (Supervisory)	*2	Not more than 60 years old	-Physically fit to work -able to draft documentations and reports of incidents
Regular Security Guards	6	Not more than 45 years old	-Physically fit to work

- c.) Must have completed at least a two-year college or vocational course
- d.) At least 5'4" in height for male and 5'2" height in female
- e.) Can perform other tasks that maybe assigned from time to time

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

- a. Certificate 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 be responsible in supervising and monitoring the security guards deployed at the **NPC** to ensure that they efficiently perform their duties and responsibilities as herein provided.
 7. **UNIFORM** - The **SECURITY PROVIDER** shall ensure that security guards are to be provided with proper uniforms and proper identifications 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 specifications:

 Digitally signed by Felisa Maria Theresa Olor Date: 2023.01.24 14:21:19 +08'00'

- a. Two (2) 9mm Caliber Pistol in good working conditions 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 supplies necessary, appropriate and incidental in ensuring that the entire **COMMISSION's** office/properties are secured, protected and safe at all times.

9. **RATE ADJUSTMENTS AND ESCALATION DUE TO WAGE ORDER** - Should there be any law, executive order or issuance from relevant government agencies mandating the increase in the minimum wage or requiring additional compensation, the **PARTIES** shall adjust the rate 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 Resolutions No. 24-2007 dated September 28, 2007.
11. **RIGHTS 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.

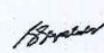
12. DUTIES AND RESPONSIBILITIES OF THE SECURITY PROVIDER

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 officials, employees and visitors and logs their arrival and departure.
- c) Assist in securing the time keeping machine.
- d) Conduct regular roving inspection during night-time to prevent incidence of theft or fire:
 - East Wing: 3
 - West Wing: 3
 - Parking Lot: 2
- e) Unplug computers and other office equipment during night-time except equipment in the Data Center.
- f) Conduct regular roving inspection of the **NPC** vehicles at the parking slots, provided by the **PICC** for the official use of **NPC**.
- g) Implement minimum health and safety protocols for the prevention of COVID-19 such as: checking of body temperature and filled out Daily Health Assessment Form.
- h) Perform other tasks that maybe assigned from time to time.

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 accessories such as but not limited to the following:
 - Battery Charger for Handheld radio.
 - Extra battery pack for Handheld radio
- b) Three (3) Handheld Metal Detector
- c) Three (3) Portable Flashlight
- d) Three (3) Rechargeable Emergency Light
- e) Three (3) Handcuff
- f) Three (3) Rattan Baton

 Digitally signed by Parula
Marta Theresita Elnor
Date: 2022.01.26 14:21:35
+08'00'

g) Office supplies and security paraphernalia for the whole period of contract shall consist of the following:

- Eight (8) Logbook
- Ten (10) Ballpen
- Two (2) Umbrella
- Two (2) First Aid Kit

- 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 a photocopy of the logbook of officials, visitors and employees every end of the month to the Chief Administrative Officer of the ASD.
- 12.5. The **SECURITY PROVIDER** shall submit its own security plan which includes COVID-19 Protocol in the workplace for the purpose of maintaining law and order at the NPC Offices even times of pandemic;
- The security plan shall be submitted within five (5) working days after the issuance of Notice to Proceed to the Chief Administrative Officer of the ASD.
- 12.6. The **SECURITY PROVIDER** shall assume full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this contract.
- 12.7. The **SECURITY PROVIDER** shall be able to respond to security issues within three (3) hours from receipt of notification. In case of delays in the three (3) hour response time, corresponding penalties or liquidated damages will be implemented in accordance with pertinent law, rules and regulations.
- 12.8. The **SECURITY PROVIDER** shall ensure that in case of emergencies or urgent security concerns within the office premises, the security guards should respond immediately.
- 12.9. The **SECURITY PROVIDER** shall guarantee that all security guards follow all regulations, policies, security programs and plans as contained in the approved security plan to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of NPC including authorized visitors in the execution of their duties.
- 12.10. The **SECURITY PROVIDER** shall submit promptly every morning to Chief Administrative Officer of the ASD the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving NPC's property and personnel that occurred during the previous day.
- 12.11. The **SECURITY PROVIDER** shall provide every end of the month the Monthly Security Shifting Schedule to be approved by Chief Administrative Officer of the ASD, in order to exercise effective administration, control, supervision and inspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. Security Provider shall be liable for any willful, intentional, or negligent act or omission of the guards resulting in death/injury to NPC's personnel or visitors, or damage/loss to NPC's properties or those of its personnel or visitors within NPC areas. In case of absences and non-reliever, the NPC has the right to deduct equivalent amount in its monthly billing.
- 12.12. The **SECURITY PROVIDER** shall ensure that in no case shall the security guard render services for more than an 8-hour shift.
- 12.13. The **SECURITY PROVIDER** shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances and all other benefits to its security personnel within legal rates provided under DOLE Department Order No. 150-16 and other related laws and all other legal benefits of its employees.

 Digitally signed by Patada
Mara Theresta Elnar
Date: 2022.01.26
14:21:40 +0800

13. DUTIES AND RESPONSIBILITIES OF THE NPC

- 13.1. The NPC, through its Administrative Services Division (ASD) 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 processed upon receipt of monthly billing statement, daily time record, summary of attendance of security personnel and accomplishment report and upon issuance of Certificate of Acceptance of Output by the Chief, Administrative Services Division.
- 13.3. The NPC shall pay the SERVICE PROVIDER a total amount of TWO MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-TWO PESOS AND 22/100 (Php2,447,792.22) in a monthly basis amounting to TWO HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY TWO PESES AND 68/100 (Php203,982.68) inclusive of all applicable taxes, in accordance with escalation clause under item 9.

14. **LIABILITY OF THE SECURITY PROVIDER** – After proper investigation, the SECURITY PROVIDER shall assume full responsibility and shall be held liable for any property loss or damage that result from the unlawful or negligence acts 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. After proper investigation, 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 from March 1, 2022 and shall remain in full force and effect until December 31, 2022, unless otherwise terminated by either party due to justifiable ground/s in accordance with Republic Act 9184, its IRR and other pertinent law, rules and regulations.

16. **AMENDMENTS** – Any changes, modifications, revision or amendments to this SSA must be mutually agreed upon by and between the parties to this SSA, incorporated by written instrument and effective when executed and signed by all parties to this SSA.

17. PRE-TERMINATION CLAUSE –

- 17.1. In case of violations of any of the following 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:
 - a.) 1st offense: Verbal warning thru head guard
 - b.) 2nd offense: Written warning
 - c.) 3rd offense: Termination of contract and liquidated damages in accordance to government rules and regulations.

17.2 The NPC, by written notice sent to the SERVICE PROVIDER, may terminate the contract, in whole or in part in accordance with Annex "I" of IRR of RA No. 9184. The notice of termination shall specify the cause of termination in accordance with Annex "I" of IRR of RA No. 9184, the extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.

The NPC may also terminate the contract in case it is determined prima facie that the SERVICE PROVIDER has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

The NPC may also terminate a contract for default when any of the following conditions attend its implementation: a) Outside of force majeure, the SERVICE PROVIDER fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the contract, or within any extension thereof granted by the NPC pursuant to a request made by the SERVICE PROVIDER prior to the delay; b) As a result of force majeure, the SERVICE PROVIDER is unable to deliver or perform a

material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the **SERVICE PROVIDER's** receipt of the notice from NPC stating that the circumstance of force majeure is deemed to have ceased; or c) The **SERVICE PROVIDER** fails to perform any other obligation under the contract.

The **SERVICE PROVIDER** may terminate its agreement with NPC if the latter is in material breach of its obligations pursuant to the contract and has not remedied the same within sixty (60) calendar days following its receipt of the **SERVICE PROVIDER's** notice specifying such breach.

Termination of contract encompasses all causes and grounds provided under RA No. 9184.

18. **RELATIONSHIP** - This Agreement does not constitute a partnership agreement nor creates an employer-employee relationship, joint venture, or an agency relationship between the **PARTIES**. It is specifically understood that the **SERVICE PROVIDER** is an independent contractor.

19. **CONFIDENTIALITY AND DATA PRIVACY** - In the course of the undertaking between NPC and **SERVICE PROVIDER**, any data received by the latter from the NPC shall be treated as confidential information, which may not be disclosed to any person without authorization from the NPC or the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by **SERVICE PROVIDER** from the NPC, the processing of such, if any, shall comply with the provisions of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

20. **ALTERNATIVE DISPUTE RESOLUTION** - In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Contract, both **PARTIES** shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In case best efforts fail, the dispute or difference shall be submitted to alternative dispute resolution, including arbitration in accordance with the rules provided in Republic Act No. 9285 or the Alternative Dispute Resolution Law.

If any **PARTY** contends that a claim cannot be submitted to alternative dispute resolution, that **PARTY** shall be limited to filing a lawsuit in the appropriate courts in Pasay City, Philippines, to the exclusion of all courts.


21. **RELATIONSHIP** - This Contract neither constitutes a partnership agreement nor creates an employer-employee relationship, joint venture, or agency relationship between the **PARTIES**. It is specifically understood that the Service Provider is an independent contractor and shall not be considered as an employee of NPC.

22. **GOVERNING LAW** - This Agreement is governed by the laws of the Republic of the Philippines and interpretation of the provisions of this Agreement shall be pursuant to RA 9184 and its IRR, and all other pertinent laws, rules, and regulations.

23. **MISCELLANEOUS** - The **PARTIES** agreed that duly approved Terms of Reference, Financial Proposals, and all the bidding documents in relation to this procurement are deemed an integral part of this Agreement.

In the event of a conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail.

IN WITNESS WHEREOF, the **PARTIES** hereto have signed this Contract this 26 day of January 2022 at Pasay City.

 Digitally signed by Maria Theresa Estrera
Date: 2022.01.26 14:22:17 +08:00

REPUBLIC OF THE PHILIPPINES)
PASAY CITY) S.S

ACKNOWLEDGMENT

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

NAME	GOVERNMENT-ISSUED ID/ Date issued/ Expiring Date
ATTY. JOHN HENRY D. NAGA	
ROSARIO BUENAOBRA- LIPATA	

Known to me to be the same persons who executed the foregoing Security Service Agreement. 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 _____ () pages, including this page where the acknowledgment 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.

JAN 28 2022 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ____ day of _____ at the City of Pasay, Metro Manila, Philippines.

NOTARY PUBLIC

Doc. No. 450 ;
Page No. 91 ;
Book No. LV ;
Series of 2022

ATTY. CHARLIE S. GARCIA
Adm. Matter NO. NP-249
Extended until June 30, 2022 per BM No. 3795
Notary Public for and in Quezon City
#12 Xavierville Ave. Cor. Pila St. Loyola Heights
Quezon City
Roll No. 5 8 3 6 9
PTR NO. 2508197 ; 1-12-2022 QUEZON CITY
IBP NO. 197108 ; 1-7-2022 LAGUNA