

Contract for the Procurement of Security Services

This *Contract for the Procurement of Security Services* (Agreement) is made this MAR 01 2022 2022, in the City of Makati, by and between:

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office address at the DOT Building, No. 351 Sen. Gil Puyat Avenue, Makati City, Philippines, represented by its **OIC-UNDERSECRETARY CHRISTOPHER V. MORALES**, and hereinafter referred to as the "PROCURING ENTITY";
and

GRAND MERITUS SECURITY AGENCY, INC., a private entity duly organized and existing under the laws of the Philippines, with business address at No. 12 Xavierville Avenue, cor. Pajo St. Loyola Heights, Quezon City, duly authorized and represented herein by its **MARKETING IN-CHARGE MS. ROSARIO BUENAOBRA-LIPATA** and herein referred to as the "SUPPLIER";

WITNESSETH:

WHEREAS, the Implementing Rules and Regulations of Republic Act No. 9593 or the Tourism Act of 2009 authorizes the PROCURING ENTITY to develop and administer a maintenance program for building, grounds, facilities equipment, repair, improvement and/or enhancement as well as security programs and measures;

WHEREAS, pursuant to this, the PROCURING ENTITY intends to engage the services of a security agency to provide security services over its premises;

WHEREAS, the SUPPLIER has submitted its bid for the Procurement of Security Services for the amount of **Eight Million Eight Hundred Nineteen Thousand Five Hundred Fifty-One Pesos and 80/100 (PhP8,819,551.80)**, inclusive of applicable taxes;

WHEREAS, after the evaluation of the bid of the SUPPLIER, the Bids and Awards Committee (BAC) of the PROCURING ENTITY, through **BAC Resolution No. 2022- 014** has declared the SUPPLIER to be the bidder with the Lowest Calculated and Responsive Bid (LCRB) and has recommended the award of the contract to the SUPPLIER for a period of twelve (12) months, effective from Notice to Proceed;

NOW, THEREFORE, based on the foregoing, the Parties agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications or Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROCURING ENTITY's bid evaluation;
 - d. Performance Security;
 - e. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract
3. In consideration for the sum of **Eight Million Eight Hundred Nineteen Thousand Five Hundred Fifty-One Pesos and 80/100 (PhP8,819,551.80)**, inclusive of applicable taxes; or such other sums as may be ascertained, the SUPPLIER agrees to provide security services in accordance with its Bid.
4. The PROCURING ENTITY agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**DEPARTMENT OF TOURISM
(Procuring Entity)**

By:



CHRISTOPHER V. MORALES
OIC-Undersecretary


**GRAND MERITUS SECURITY
AGENCY, INC.
(Supplier)**

By:



ROSARIO BUENAOBRA-LIPATA
Marketing In-Charge

Signed in the Presence of


RICARDO A. BAUTISTA
chief, ASD


SANDY G. BALITE
GENERAL MANAGER

CERTIFIED FUNDS AVAILABLE:


ROMAN G. BERSAMIRA
Chief, Accounting Division


22-00054

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
Makati

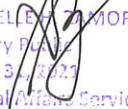
BEFORE ME, a Notary Public, in and for Makati, this 2nd day of March 2022, personally appeared:

Name	Government ID	Date Issued	Place Issued
Christopher V. Morales	<i>PRR P20239508</i>		
Rosario Buenaobra-Lipata	UMID-CRN - 0111-4913647-8	01-08-2015	QUEZON CITY

 all known to me to be the same persons who executed the foregoing instrument, and they acknowledged the same to be their free and voluntary act and deed and of the entities they represent.

WITNESS MY HAND AND SEAL on this 2nd day of March 2022.

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ATTY. AUDEFLEX ZAMORA
Notary Public
Until December 31, 2022
Penthouse, Legal Affairs Service, DOT Bldg.
PTR No. 8862995 - 01/25/2022 -- Makati City
IBP Lifetime Member 04646 / Makati City
Roll No. 44115 / MCLE VI-0024349
Extended Until June 30, 2022 Per BM No. 3795

GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

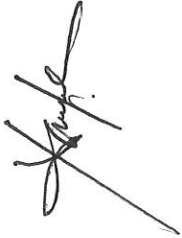
5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

A handwritten signature in black ink, located on the left side of the page. The signature is stylized and appears to be a name, possibly "Rafael", written in a cursive or semi-cursive style.

SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>Delivery of the Goods (security services) shall be made by the Supplier in Department of Tourism Office in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is</p> <p>Mr. Rolando Bautista Chief, General Services Division rabautista@tourism.gov.ph</p> <p>Incidental Services –</p> <p>The Supplier is required to provide the additional services, if any, as specified in Section VI. Schedule of Requirements and the Terms of Reference.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
2.2	<p>The DOT will make payments upon submission of Monthly Billing Statement, Remittances of SSS, Pag-Ibig, Philhealth and Daily Time Records.</p>
4	<p>The qualifications of security personnel, equipment to be used, and other items to be provided by the Supplier under the Terms of Reference shall be subject to the inspection and acceptance by the Procuring Entity's Representative at the Project Site or the General Services Division.</p>

