

Department of Health Central Luzon Center for Health Development MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan procurement@mmh.gov.ph





BIDS AND AWARDS Committee RESOLUTION NO. 2021-567

APPROVING THE AWARD OF CONTRACT FOR PROVISION OF SECURITY SERVICE 2022

WHEREAS, pursuant to Section 7.6 of Republic Act 9184, the Bids and Awards Committee conducted an Open Competitive Bidding under Early Procurement for the Provision of Security Service 2022;

WHEREAS, issuance of Notice of Award for the above-mentioned bidding projects will be upon the approval and effectivity of General Appropriations Act 2022;

WHEREAS, the Invitation to Bid (IB) was posted in PhilGEPS and in the Agency Website dated October 20, 2021 and in conspicuous place at the premises of the MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL compound;

WHEREAS, a Pre-Bid Conference was held on October 28, 2021, 9AM via Zoom, Mariveles Mental Wellness and General Hospital – Mariveles, Bataan, two (2) prospective bidders attending namely;

- 1. Karpa II Security Services
- 2. MBZ Security Agency Specialist Inc.

WHEREAS, two (2) prospective bidders procured the bidding documents and submitted their respective bid proposal on the Submission and Opening of Bids last November 12, 2021, 9AM at the IHOMP Lobby, Mariveles Mental Wellness and General Hospital namely:

- 1. KARPA II Security Services
- 2. MBZ Security Agency Specialist Inc.

WHEREAS, the original envelope, containing the Eligibility and Technical Documents was opened. The presence, completeness and correctness of the required documents were checked and verified by the BAC in the presence of the bidders. The results are as follows:

- 1. Karpa II Security Services eligible
- 2. MBZ Security Agency Specialist Inc. ineligible due to no Statement on Supplier's Total and Current Assets and Liabilities

WHEREAS, the Financial Proposal of the eligible bidders was opened. The presence, completeness and correctness of the entire document were checked and verified by the BAC. Upon checking, the Bidder was declared "Eligible" and rated "PASSED" and subsequently their respective bid was publicly read and posted in the Abstract of Bids, to wit:

| Name of Company | Bid Security Form | Amount of Bid as Read |
|----------------------------|--------------------------|--------------------------|
| Karpa II Security Services | Bid Securing Declaration | Php 4,368,835.20 |

WHEREAS, the detailed evaluation of bids conducted on November 15, 2021 resulted in the following as calculated; \(\)

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82

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And

| Name of Company | Amount of Bid as Calculated |
|----------------------------|--------------------------------|
| Karpa II Security Services | Php 4,368,835.20 |

WHEREAS, post-qualification was done last November 16, 2021;

WHEREAS, upon post-qualification or careful examination, validation and verification of all the eligibility, technical and financial requirements submitted by KARPA II SECURITY SERVICES with lowest calculated bid, its bid has been found to be responsive;

NOW, THEREFORE, We, the members of the BAC, hereby RESOLVE as it is RESOLVED to recommend the **PROVISION OF SECURITY SERVICE 2022** be awarded to **KARPA II SECURITY SERVICE**.

RESOLVED, at the Procurement Conference Room this 18th day of November, 2021.

ZORAIDA F. AFABLE, MD

BAC Chairperson

LEA JEAN M. PAYONG, MBA

BAC Vice Chairperson

RELIA I. VILLEGAS, RN, MAN

BAC Member

ATTY. MARIFE V. ANDAL-CONCEPCION

BAC/Member

MERCED Y. ARADO, RPh

BAC Member

Approved:

MARIA LOURDES L. EVANGELISTA, MD, FPPA

Chief of Hospital II

Head of the Procuring Entity

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

The MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL, a government instrumentality with principal office at Mariveles Bataan, represented in this act by its Chief of Hospital II, MMWGH, MARIA LOURDES L. EVANGELISTA, M.D., FPPA, who is duly authorized to represent in this transaction, hereinafter referred to as the CLIENT.

The KARPA II SECURITY SERVICES, with office address Roman Highway, Bo. Campo, Tenejero, City of Balanga, Bataan, 2100, represented in this act by its Owner and Manager, Mr. KRISTIAN JAMES B. PAGUIO, who is duly authorized to represent in this transaction, hereinafter referred to as the CONTRACTOR.

WITHNESSETH, that

WHEREAS, the **CLIENT** needs the Security Contractor to render security services with installation of High-Definition Closed Circuit Television (CCTV) in twelve (12) identified areas at MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL, Mariveles, Bataan.

WHEREAS, the CONTRACTOR was given the award in the Bidding for the Provision of Security Service 2022.

NOW THEREFORE, for and in consideration of the foregoing premises and of mutual covenants and stipulations hereinafter set forth, the parties hereto agreed and do hereby agree as follows:

SCOPE OF THE SECURITY WORK

- 1. The CONTRACTOR shall provide and make available the twenty (20) qualified, acceptable, currently licensed, bonded, armed and uniformed security guards on a 24-hour daily coverage to the CLIENT'S properties, for the purpose of ensuring its security and safety, as well as the persons and properties of the employees and authorized visitors against losses and damage due to and/or caused by theft, pilferage, robbery and/or other unlawful acts of strangers and/or third parties.
- 2. The **CONTRACTOR** shall provide twenty 20) guards for three (3) shifts a day.
- 3. The **CONTRACTOR** shall be liable for any loss, injury or damage to life and/or property within the CLIENT's premises thereof when such could have been avoided/prevented had the agency guard(s) not been negligent and/or remiss in the performance of the assigned duties and responsibilities; provided that such loss, injury or damage shall be reported by the CLIENT (Chief of Hospital II or OIC-HOPSS) to the CONTRACTOR through any of its guards assigned with the CLIENT within forty-eight (48) hours from the time of discovery of such loss, injury or damage. And provided further, that such loss, injury or damage is not solely attributable to the CLIENT.

- 4. The **CONTRACTOR** shall not be responsible in the loss of personal effects, pocketable items or accountable properties, or that of individual employees of the CLIENT, especially articles placed under table drawers, are excluded from the coverage of the provision.
- 5. The **CONTRACTOR** shall, at all times, extend security protection to CLIENTS, OFFICIALS, EMPLOYEES and AUTHORIZED VISITORS and their personal properties within the hospital.

PAYMENT

CLIENT shall pay CONTRACTOR'S monthly billing based on the latter's actual performance of the services called for under this contract taking into account the actual number of guards, their actual tour of duty and respective compensations per month as listed in ANNEX "A" hereof, and deductions for penalties under the Penalties for Offenses of Violation of Rules. The CLIENT shall immediately inform the CONTRACTOR upon occurrence of violation indicated.

CONSIDERATION

For and in consideration of the services to be rendered by said CONTRACTOR to the CLIENT during the term of this Agreement, the CLIENT shall pay directly to the CONTRACTOR the amount of **EIGHTEEN THOUSAND TWO HUNDRED THREE PESOS AND 48/100 (P 18,203.48) only** per month per security guard on eight (8) hours duty daily as indicated in Annex "A" of this Agreement.

MANNER OF PAYMENT

Payment shall be made every fifteenth (15th) day of the month for the security services rendered, per billing as submitted by the CONTRACTOR. The bill of CONTRACTOR shall be supported by properly signed Daily Time Records countersigned by the CLIENT'S authorized representative and scheduled duties. Where Bundy Clock is available, it shall be used to record the Tour of Duty of guards. If not, it shall be printed clearly on the Daily Attendance Sheet. Accomplished time cards, schedule of duty, and billing which includes the number of security guards not exceeding those listed in the schedule of security post, shall be submitted for payment.

OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR

- 1. It is expressly understood and agreed upon that for all legal intents and purposes, all the guards employed under this Contract shall not be considered employees of the CLIENT. The CONTRACTOR assumes full responsibility for the faithful and complete performance of the security guards of all their duties pursuant to the provisions of this Contract.
- 2. CONTRACTOR shall ensure/guarantee that its security guards shall familiarize themselves with the CLIENT'S officers, employees and authorized visitors and at all time accord with them with the highest respect and courtesy.
- 3. CONTRACTOR shall submit promptly every morning to the CLIENT, through its OIC-HOPSS the guard monitoring reports, as well as reports of all incidents like loss, injury or damage to life and property involving Mariveles Mental Wellness and General Hospital property and personnel and authorized visitors of the previous day.

- 4. CONTRACTOR shall provide communication and other security service equipment as required in this contract, to wit;
 - 10 units
 CCTV High-Definition Camera with 6TB Surveillance DVRs
 - 2 units
 PTZ Camera
 - 1 unit Fixed Bullet Camera
 - 1 unit42" led Monitor
 - 1 unit
 .38 Caliber Revolver
 - 6 units Radio Transceiver
 - 6 units
 Battery Packs and Chargers
 - 2 units
 Spare Radio Battery
 - 1 unit Metal Detector
 - 1 unit Locker
- 5. CONTRACTTOR shall make sure that all high-definition closed circuit television is functional and well-maintained.
- 6. CONTRACTOR shall assign security guards acceptable to the CLIENT and CONTRACTOR shall not pull-out any security guard from the CLIENT without written consent from the latter.
- 7. CONTRACTOR shall provide the CLIENT with the number of guards as stated in ANNEX "A".
- 8. CONTRACTOR shall employ currently licensed, uniformed and armed guards who shall meet the following qualifications:
 - a. Ages 21-55 years old;
 - b. Preferably a high school graduate;
 - c. Must be a Filipino citizen;
 - d. At least 5'4" in height and 130-180lbs;
 - e. Must be physically and mentally fit;
 - f. Of good moral character, mentally sound and with no criminal or police record. Must have clearance from the local police and National Bureau of Investigation and must have passed both psychological and drug tests;
 - g. Not an employee of Procuring Entity;
 - h. Holder of a Certificate of Training for Security Guards as per Republic Act No. 5487;
 - i. Holder of valid security guard's license issued by the PNP SOSIA and valid for at least one (1) year from date of posting;
 - i. In proper uniform;
 - k. Capable of assimilating written and/or oral instructions in English and Filipino and can render intelligible reports;
 - I. Supervisor to be assigned must also possess the following qualifications in addition to the above qualification;
 - Completed at least two (2) years in college.
 - At least three (3) years in experience on supervisory job.
 - Equipped with a Special Order designating him as the Security Supervisor issued by Security Agency.
 - Must be in proper uniform (Polo Barong) or equivalent uniform.
- CONTRACTOR shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the CLIENT.

- 1. The CLIENT shall have the authority and prerogative to conduct inspection to the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.
- 2. The CLIENT shall have the right to increase or decrease the number or guards as the necessity for the same arises.
- 3. The CONTRACTOR Security Guards shall be under the supervision and control of the CLIENT with respect to deployment, work shifts, and execution of security plans.
- 4. The CLIENT shall deduct penalties for absences of guards without reliever posted and tardiness of the security guards and other violations of the guards and of the CONTRACTOR from the CONTRACTOR'S monthly billings as provided in penalties for offenses or violations of rules after taking into account the provisions on payment.
- 5. The CLIENT shall have no authority and prerogative to impose disciplinary sanctions for any violation committed by the CONTRACTOR'S security guards during his tour of duty or off duty while inside the premises of the CLIENT. It is expressly understood that for all intents and purposes, all guards of the CONTRACTOR are its employees alone and that there is no employer-employee relationship between the CLIENT and the security guards. But the CLIENT has the right to ask for a change, replacement, or substitute of CONTRACTOR guards assigned to them on a legitimate reason that nothing, this agreement, shall be construed as to deprive of the CONTRACTOR of its right to replace, substitute, transfer or discipline its guards for any cause it may deem proper, in which the case the CLIENT shall be given prior notice of the substitution or replacement.

PENALTIES FOR OFFENSE OR VIOLATION OR RULES

1. The CLIENT shall impose on CONTRACTOR penalties for violation of this Contract committed by the CONTRACTOR as listed below:

CONTRACTOR VIOLATIONS

PENALTY

- a. CONTRACTOR has not issued any firearm or issued firearm is unserviceable/ expired license,
- Deduction from the billing of P100.00 per day.
- b. CONTRATOR has not issued required equipment as per Contract/has issued unserviceable and/or defective/unusable.
- Deduction of P50.00 per day.
- c. CONTRACTOR has posted guards not qualified as per Contract.
- Deduction of P100.00 per day
- 2. The CLIENT shall impose on the CONTRACTOR corresponding penalties for offenses or violation as listed below without prejudice to penalties that may be imposed on the individual erring guard by CONTRACTOR.

OFFENSES

- A. Security guard assaulting, injuring, or killing CLIENT official/employee/consultant/contractual worker/trainee/authorized visitor/volunteer/within the CLIENT premises.
- B. Security guard found pilfering, stealing, sabotaging, destroying, or vandalizing CLIENT property whether on or off duty within CLIENT premises
- C. Abandonment of post
- D. Displaying discourteous or rude manner while in the performance of duty or not rendering appropriate respect and courtesy to any person.
- E. Shift duty in excess of eight (8) hours without permission from the CLIENT. Subject to the provision of paragraph 2 under Scope of Security Work mentioned above.
- F. Security guard found sleeping on duty.
- G. Security guard smoking, reading comics and/or other unofficial reading materials /unofficial use of cellphone while duty; on wearing improper uniform, nonregulation haircut, nonwearing of ID, reporting late or duty or absent without due notice.

PENALTY

Deduction from the billing of P30,000/per person, in case of death as indemnity victim's heir, or cost hospitalization in case of physical injury, without to prejudice the criminal prosecution of the guard and his immediate removal from the CLIENT's service.

Deduction from the billing of the cost of replacement/repair of affected property after notice and investigation and immediate removal from CLIENT's service.

Deduction from the billing of P100/incident and removal of the guard from the CLIENT's service.

Deduction from the billing of P50/guard for the first offense, P100 per guard for second offense and P200/ guard on third offense and removal of guard from CLIENT'S service.

Deduction form billing of P50 per incident.

Deduction from the billing of P50/ incident and replacement of the guard upon receipt of the CLIENT'S notice.

Deduction of P50 for first offense, P80 for second offense, and P100 for third offense.

PERIOD OF EFFECTIVITY

- 1. This contract shall be effective on January 16, 2022 to December 31, 2022 but may be pre-terminated by either party at any time for justifiable cause, by giving a notice in writing to the other party at least fifteen (15) days before the intended date of pre-termination.
- 2. Provided, that for the failure to enter into another Contract after December 31, 2022 the CLIENT may, at its option, extend this contract for a period of 3 months from its expiry date until a new Contract is made effective, subject to the same terms and conditions therein.

IN WITHNESS WHEREOF, the parties have hereunder set their hands and affixed their signature this _____ day of January 2022 at Mariveles, Bataan.

MARIVELES MENTAL WELNESS AND GENERAL HOSPITAL

By:

MARIA LOURDES L. EVANGELISTA, MD, FPPA

Chief of Hospital II

WITNESSETH

VINCENT A. ISIP OIC-HOPSS

Certified Funds Available:

SUSETTE R. PATAGE, CPA
Accountant III

KARPA II SECURITI SERVICES

By:

KRISTIAN JAMES B. PAGUIO Owner/ Manager

COL. BEXITO DONEGOR Security Director

ANNEX "A" TO SECURITY CONTRACT

I. Location:

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

II. SECURITY FORCE

Regular Security Guards

III. NUMBER:

Twenty (20) Regular Security Guards

IV. SERVICE RATES MONTHLY

PESOS:

EIGHTEEN THOUSAND TWO HUNDRED THREE PESOS AND

48/100 (P 18,203.48) only per month per security guard on

eight (8) hours duty daily.

V. EFFECTIVITY:

January 16, 2022 – December 31, 2022

VI. FIREARMS:

1 unit .38 Caliber Revolver

VII. COMMUNICATION EQUIPMENT:

10 units CCTV High-Definition Camera with 6TB Surveillance DVRs

2 units PTZ Camera

1 unit Fixed Bullet Camera 1 unit 42" LED Monitor 6 units Radio Transceiver

6 units Battery Packs and Chargers

2 units Spare Radio Battery

VIII. METAL DETECTOR:

1 unit Metal Detector

IX. LOCKER:

1 unit Locker

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

KARPA II SECURITY SERVICES

by:

MARIA LOURDES L. EVANGELISTA, M.D., FPPA

Chief of Hospital II

KRISTIAN JAMES B. PAGUIO

Owner/ Manager

by:

WITNESSETH

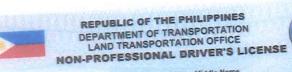
VINCENT A. ISIP OIC-HOPSS

COL. BENITO V DONI Security Director

Nota Bene: Deployment and Duties and Responsibilities of the guards to be provided by the CLIENT from time to time.

ACKNOWLEDGMENT

| Republic of the Philippines) Province of Bataan) S.S. Municipality of) Balanga City, Bataan BEFORE ME, a Notary Public Delanga City, Bataan personally appear | |
|--|--|
| MARIA LOURDES L. EVANGELISTA, MD, FPPA CHIEF OF HOSPITAL II I.D Issued on Issued at | KRISTIAN JAMES B. PAGUIO Owner/ Manager I.D Issued on Issued at |
| Known to me and to me known to be foregoing instrument with eight (8) pag acknowledged to me that the same is the deed. | es including this acknowledgment and |
| WITNESS MY HANDataan AND SEA | |
| DOC. NO. PAGE NO. BOOK NO. SERIES OF 22 C 24 202 202 202 202 202 202 | ATTY RAFAEL KENNELLA FUENTE NOTARIAL CNOTARION BLAZ 379-20 NOTARY BUBLIC FOR BALANGA, BATAAN DELA FUENTE LAW SPICE R A SLIUG. BREY, IBAYO BILANGA, BATAAN KOLL OF ATTORNEY NO. 63203 ISP OR NO. 168645 ISSUE 12-28 202 I LIC. ALII CHAPTER TR NO. 3216863 ISSUED DISCORDER |





Signature of Licensee

Last Name. First Name. Middle Name
PAGUIO, KRISTIAN JAMES BANZON

Nationality Sex Date of Birth Weight (kg) Height (m) PML M 1984/10/28 78 1.68

Address 316 DOÑA FRANCISCA BALANGA CITY BATAAN

Expiration Date Agency Code C02-02-002396 Expiration Date C02

Blood Type Eyes Color BLACK

Conditions NONE Restrictions 1,2,4



Department of Health Central Luzon Center for Health Development

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

P. Monroe Street, Poblacion, Mariveles, Bataan, Philippines, 2105

Crunkline: +63479354617; Office of the COH: +63476339006







NOTICE OF AWARD PROVISION OF SECURITY SERVICE 2022

December 30, 2021

KARPA II SECURITY SERVICES 316 Sampaguita St., Doña Francisca, Balanga City, Bataan

Sir/ Madam:

This is to inform you that the result of the Pulic Bidding for the Provision of Security Service 2022 with contract price of Four Million Three Hundred Sixty-Eight Thousand Eight Hundred Thirty-Five Pesos and 20/100 only (Php 4,368,835.20) conducted last November 12, 2021 is awarded to you.

You are hereby required to provide within ten (10) calendar days from receipt of this Notice of Award (NOA) the performance security pursuant to Section 39.2 of the Revised Implementing Rules and Regulations of RA No. 9184. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

ZORAIDA F. AFABLE, MD

Chairperson / Committee on Bids and Awards

APPROVED:

MARIA LOURDES L. EVANGELISTA, MD, FPPA

Chief of Hospital II

CONFORME:

Name of Representative

JOHNHE D. MORENO

HA SATELLITE OPPICE

Date



Mariveles Mental Wellness and General Hospital is a center for specialized psychiatric care with holistic health services to the people of Central Luzon by 2023.

MISSION

We provide and advocate for quality mental and medical health care through promotive. preventive, curative and rehabilitative services with training and research.

QUALITY POLICY

The Mariveles Mental Wellness and General Hospital is committed to provide affordable and quality mental and medical health care with Integrity, Innovation, Inclusivity, Compassion, Excellence and Responsiveness.

We shall ensure compliance with statutory and regulatory requirements. We pledge to continually improve our Quality Management System to exceed our clients' satisfaction.



Department of Health Central Luzon Center for Health Development

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

P. Mouroe Street, Poblacion, Mariveles, Bataan, Philippines, 2105

Trunkline: +63479354617; Office of the COH: +63476339006

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mmwgh.gov.ph



NOTICE TO PROCEED **PROVISION OF SECURITY SERVICE 2022**

January 13 , 2022

Mr. Kenneth M. Dizon Owner KARPA II SECURITY SERVICES 316 Sampaguita St., Doña Francisca, Balanga City, Bataan

Sir:

The attached Notice of Award having been approved, notice is hereby given to KARPA II SECURITY SERVICES that work may proceed on the PROVISION OF SECURITY SERVICE 2022 effective on JANUARY 13, 2022 upon posting of your performance security and after the receipt of this notice

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL.

Very truly yours,

MARIA LOURDES L. EVANGELISTA, MD, FPPA

Chief of Hospital #

Name of the Representative of the Bidder: 10 ANNE D. MORENO

Authorized Signature:





QUALITY POLICY

The Mariveles Mental Wellness and General Hospital is committed to provide affordable and quality mental and medical health care with Integrity, Innovation, Inclusivity, Compassion, Excellence and Responsiveness.

We shall ensure compliance with statutory and regulatory requirements. We pledge to continually improve our Quality Management System to exceed our clients' satisfaction.