

CONTRACT FOR SECURITY SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

This contract is made and entered into, by and between:

GRAND MERITUS SECURITY AGENCY INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at 12 Vavierville, Corner Pajo Street, Quezon City, Philippines, represented herein by **Mr. Dennis R. Mescallado**, hereinafter referred to as the **"Service Provider"**

-and-

OFFICE OF THE PRESIDENTIAL ADVISER ON THE PEACE PROCESS (OPAPP), a government instrumentality created and existing under and by virtue of E.O. No. 3, series of 2001, with principal address at 5th Floor, Agustin I Bldg., F.Ortigas Jr. Road, Ortigas Center, Pasig City, and hereinafter referred to as the **"OPAPP"**

WITNESSETH THAT:

WHEREAS, the OPAPP has leased the 12th, 10th, 7th, 6th, 5th, 4th, & 3rd floors of Agustin I Bldg., located in Ortigas, Pasig City, which serves as its office;

WHEREAS, the OPAPP is desirous of engaging security services to safeguard its premises, employees, properties, and interests;

WHEREAS, on 12 March 2021, the OPAPP, in compliance with Government Procurement Reform Act (R.A. No. 9184), started the competitive bidding for OPAPP's Security Services through the publication of the Invitation to Bid;

WHEREAS, on 22 April 2021, a Notice of Award has been issued in favor of **GRAND MERITUS SECURITY AGENCY INC.**, the Service Provider;

WHEREAS, the Service Provider has accepted the said award;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agreed and do hereby mutually agree, as follows:

ARTICLE I DOCUMENTS COMPRISING THIS CONTRACT

The following documents shall be deemed to form and be read and constructed as part of this Contract:

- a. The bidding documents for the procurement of OPAPP's Security Services (which comprises the following: Invitation to Bid, Instructions to Bidders, Bid Data Sheet,

- General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, Technical Specifications, and Bid Bulletin/s if there is any).
- b. The documents comprising the bid of the Services Provider (which comprises the following: eligibility and technical components and the financial component)
 - c. The performance security.
 - d. The Notice of Award.

ARTICLE II
DUTIES & OBLIGATIONS OF THE SERVICE PROVIDER

- 1) The Service Provider shall ensure compliance of the requirements under the bidding documents for the security services of the OPAPP specifically under sections VI and VII.
- 2) The Service Provider shall assign to the OPAPP uniformed and adequately trained security guards with adequate licenses and permits and duly equipped with necessary supplies and equipment necessary for the successful implementation of their job.
- 3) The security guards of the Service Provider shall protect and ensure the safety of the OPAPP's employees, properties, and assets while on duty.
- 4) The Service Provider, as employer, shall adequately supervise and monitor its security guards. It shall designate an Officer-In-Charge who shall be responsible for the overall management and coordination of work to be performed as per contract provisions.
- 5) The Service Provider shall assume full and sole responsibility for the proper conduct of and performance of duties by security guards during duty-hours. The OPAPP is free from any liabilities which resulted from any acts or omission of the security guard/s of the Service Provider.
- 6) The Service Provider warrants faithful compliance of the labor and social legislations, including but not limited to minimum wage, social security, compensation and medical requirements.

ARTICLE III
OBLIGATIONS OF THE OPAPP

- 1) The OPAPP shall at all times has the right to inspect the equipment and the guards on detail and at any time, request for the replacement of any guard assigned to it.
- 2) The OPAPP may change the area of assignments of the security guard/s upon written notice to the Service Provider.
- 3) The OPAPP shall ensure payment in favor of the Service Provider for its services, within 30 calendar days from receipt of the latter's billing statement, with complete attachments based on government auditing rules and regulations.

ARTICLE IV
DURATION OF THE CONTRACT

- 1) This contract shall take effect on 1 May 2021 until 31 December 2021.
- 2) The OPAPP may terminate this contract should there be any violation by the Service Provider and/or any of its personnel, any or some of the provisions of this contract. In the event of termination, the OPAPP may further exercise also recourse available under existing laws.

ARTICLE V
MISCELLANEOUS PROVISION

- 1) Parties may request for modification of any of its provisions or of the inclusion of other conditions or terms which may be warranted by the prevailing circumstances and deemed necessary and expedient. Any modification shall be reduced in writing and shall form part of this contract as an "Addendum" hereof.
- 2) In case any provision or stipulations hereof is declared invalid, null and void or contrary to law, the unaffected portion shall remain valid and effective.
- 3) In the event that a legal action would arise from this Contract, the parties agree that the venue of such action shall be before the competent courts of Pasig City only.

IN WITNESS WHEREOF, the parties have hereunto signed and executed this document on this _____ day of APR 28 2021 2021, at Pasig City, Philippines.

**GRAND MERITUS SECURITY AGENCY
INC.**

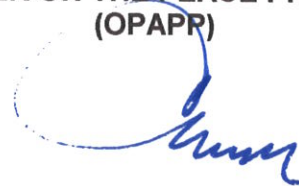
**OFFICE OF THE PRESIDENTIAL
ADVISER ON THE PEACE PROCESS
(OPAPP)**

By:



MR. DENNIS R. MESCALLADO
Marketing Manager
Grand Meritus Security Agency, Inc.

By:



SECRETARY CARLITO G. GALVEZ, JR.
Presidential Adviser on Peace,
Reconciliation & Unity

WITNESSES:

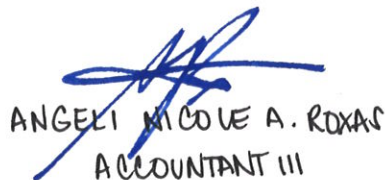


Cristina Llaneras
Marketing In-Charge



Linda N. Cañete
CAO-Administrative Services

-CERTIFIED FUNDS AVAILABLE-



ANGEL NICOLE A. ROXAS
ACCOUNTANT III



ACKNOWLEDGEMENT

Republic of the Philippines)

City of QUEZON CITY

QUEZON CITY

APR 28 2021

BEFORE ME, a Notary Public for and in the City of _____, this _____ day of _____, 2021, personally appeared:

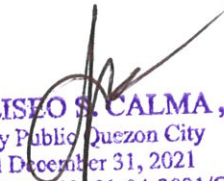
Name	Proof of Identity	Date/Place Issued
CARLITO G. GALVEZ, JR.		
DENNIS R. MESCALLADO		

Known to me to be the same persons who executed the foregoing Contract and who acknowledge to me that the same is their own voluntary act and deed, and that they are duly authorized for the said purpose.

This instrument refers to the Contract for Security Service consisting of _____ pages, including this page on which the acknowledgment is written.

WITNESS MY HAND AND SEAL on the day and place written above.

Doc. No. 16 ;
Page No. 4 ;
Book No. XVII ;
Series of 2021.


ATTY. ELISEO S. CALMA, JR.
 Notary Public Quezon City
 Until December 31, 2021
 PTR NO. 06947021-01-04-2021/QC
 IBP NO. 095280/ROLL NO. 50183
 MCLE COMP. NO. VI-0012817
 ADM MATTER NO. NP-062

