



Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**NOTICE TO PROCEED**

\_\_\_\_\_ 2017

**MR. SANDY C. BALITE**

*Chairman*

**GRAND MERITUS SECURITY AGENCY, INC.**

12 Xavierville Avenue corner Pajo St.

Loyola Heights, Quezon City

**THRU: MR. DENNIS R. MÉSACALLADO**

*Marketing Manager*

*Authorized Representative*

Dear Chairman **BALITE**:

Notice is hereby given to **Grand Meritus Security Agency, Inc.** for the commencement of One (1)-Year Security Services for the National Privacy Commission (NPC) in accordance with the terms 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 and Chairman*

I acknowledge receipt of this notice on 11-16-17

Name of the authorized representative of the Bidder

Signature of the authorized representative

DENNIS R. MÉSACALLADO

## SECURITY SERVICES AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this \_\_\_\_ day of 31 OCT 2017 2017, at the City of Pasay, Metro Manila, Philippines, by and between:

**NATIONAL PRIVACY COMMISSION**, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with temporary office address at Level 3, Core G, GSIS Headquarters Building, Financial Center Area, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner and Chairman, **RAYMUND ENRIQUEZ LIBORO** (herein referred to as the "NPC" or the "COMMISSION")

- and -

**GRAND MERITUS SECURITY AGENCY, INC.**, a corporation duly organized and existing under and by virtue of Philippine laws, with principal office at 3<sup>rd</sup> 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 and SECURITY PROVIDER shall hereinafter be referred to collectively as the "PARTIES".

### WITNESSETH: That -

WHEREAS, the COMMISSION desires 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 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 08 September 2017, and thereafter the NPC Privacy Commissioner and Chairman/Head of the Procuring Entity (HoPE) issued on 22 September 2017 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:

DESCRIPTION	ANNEX
Bidding Documents	"A"
Winning Bidder's Bid	"B"
Performance Security	"C"
Notice of Award of Contract	"D"

2. **SERVICES** – The **SECURITY PROVIDER** shall provide services for twenty-four (24) hours per day, seven (7) days a 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 three (3) security guards to be deployed at NPC's temporary office address at Level 3, Core G, GSIS Headquarters Building, Financial Center Area, Pasay City in three (3) succeeding eight (8) hours shifts each day. In the event of resignation, absence without authorized leave (AWOL), authorized leave of the Security Guards, the **SECURITY PROVIDER** undertakes to deploy a substitute/replacement immediately to ensure no interruption of service.
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. The **SECURITY PROVIDER** shall employ and utilize three (3) security guards who shall render eight (8) hours shifts each day. Subject to the coordination with Administrative Services Division Chief of the NPC, two (2) guards shall provide security services in the West Wing and East Wing of the NPC office during day shift, and one guard shall provide security services during night shift.
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) Male or female;
  - c) Not more than 45 years of age;
  - d) Must have completed at least a two-year 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) NBI Clearance;
- b) PNP Clearance;
- c) Barangay Clearance;
- d) Physical/Medical/Health Certificate;
- e) Psychoneurotic test; and

f) 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 and other basic equipment as provided in Republic Act 5487 (RA 5487) including security related equipment, 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 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 of all employees and visitors;
- c) Assist in securing any time keeping apparatus;
- d) Conduct roving inspection regularly, especially during night time to prevent incidence of theft or fire; and
- e) Unplug computers and other office equipment during night time.

12.2 The SECURITY PROVIDER shall provide, at its own expense, all the necessary supplies and equipment required to perform the work;

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

- 12.4 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 incidents of loss, injury and damage to persons and property that occurred during the previous day;
- 12.5 The **SECURITY PROVIDER** shall 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. The **SECURITY PROVIDER** shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to NPC's officials, employees or visitors, or damage/loss to NPC's properties;
- 12.6 The **SECURITY PROVIDER** shall guarantee that all guards follow all regulations, policies, security programs and plans as contained in the approved security plan and continuously improve their performance, efficiency, discipline, fitness and preparedness;
- 12.7 The **SECURITY PROVIDER** shall warrant that all security guards observe the highest courtesy and respect towards all officials and employees, including authorized visitors of the NPC, in the execution of their duties;
- 12.8 The **SECURITY PROVIDER** shall comply with existing and applicable labor laws, rules and regulations and warrant the payment of salaries, benefits, and allowances to its security personnel 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) days from submission of billing statement and notarized affidavit that the **SECURITY PROVIDER** has complied with the provision of labor laws, rules and regulations and applicable Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) Wage Order.

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 negligent acts of the security guards or failure to perform their duties hereunder. The **SECURITY PROVIDER** shall also be responsible for loss or damage to property that may be suffered by the **COMMISSION** due to the willful act or inaction, omission, negligence, fault, and inefficiency. It is expressly understood, 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 in full force and effect until


\_\_\_\_\_, unless otherwise terminated by either party due to justifiable ground/s.

16. **AMENDMENTS** – Any changes, modifications, revisions 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** – Either party has the right to terminate this SSA upon thirty (30)-day prior written notice to the other party only on justifiable grounds such as, but not limited to the following:
  - 17.1 When the **COMMISSION** fails or refuses to pay its monthly billing within the period provided herein without justifiable cause, unless arrangement thereof is agreed between the parties;
  - 17.2 When either party violated/breaches any of the material terms and conditions set forth herein.
18. **VENUE OF ACTIONS** – That in case of a court suit, the venue shall be the courts of competent jurisdiction in Pasay City to the exclusion of all other courts subject to prior resort to alternative dispute resolution under Republic Act. 9285.
19. **ALTERNATIVE DISPUTE RESOLUTION** - In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, the parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In the event that the parties cannot, by exercise of their best efforts resolve the dispute or difference, they shall submit their 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 Act No. 9184, otherwise known as the Government Procurement Procurement Reform Act.

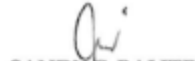
IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this \_\_\_\_ day of 31 OCT 2017 in Pasay City, Metro Manila, Philippines.

NATIONAL PRIVACY COMMISSION      GRAND MERITUS      SECURITY  
AGENCY, INC.

By:

  
**RAYMUND ENRIQUEZ LIBORO**  
Privacy Commissioner and  
Chairman

By:

  
**SANDY C. BALITE**  
Chairman

Signed in the Presence of:

  
**DENNIS MESCALADO**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Signature over Printed Name

ACKNOWLEDGMENT


BERORE 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	
SANDY C. BALITE	

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 six (6) 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this \_\_\_\_ day of \_\_\_\_\_ 2017 at the City of Pasay, Metro Manila, Philippines. 31 OCT 2017

Doc. No. 300;  
Page No. 67;  
Book No. 1;  
Series of 2017.

  
ATTY. HENRY D. RADAS  
NOTARY PUBLIC CITY OF PASAY  
UNTIL DECEMBER 31, 2017  
NOTARIAL COMMISSION NO. 17-23  
UNTIL 8 J 11 BLDG. 1858 SEN. GIL PUYAT  
AVE. COR. TRAMO PASAY CITY  
IBP NO. 1047411 01/03/2017 Z.N.  
PTR NO. 6993352 01/03/2017 MLA  
MCLE COMPLIANCE NO. VI-0025961  
VALID UNTIL APRIL 4, 2022  
ROLL OF ATTORNEY'S NO. 29679  
TIN: 172-528-620-000





Republic of the Philippines  
NATIONAL PRIVACY COMMISSION

**NOTICE OF AWARD**

22 September 2017

**Chairman SANDY C. BALITE**  
Grand Meritus Security Agency, Inc.  
12 Xavierville Avenue, corner Pajo St.  
Loyola Heights, Quezon City

**Thru: Mr. DENNIS R. MESCALLADO**  
Marketing Manager

Dear Chairman **BALITE**:

Upon the recommendation of the National Privacy Commission-Bids and Awards Committee (NPC-BAC), the contract for the one (1) year Security Services for the NPC in the total amount of ONE MILLION ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED TWO AND 16/100 PESOS ONLY (Php1,176,602.16), inclusive of all government taxes and charges, other incidental and administrative costs, is awarded to **GRAND MERITUS SECURITY AGENCY, INC.**, consistent with Republic Act 9184 (RA 9184) and its 2016 Revised Implementing Rules and Regulations (IRR).

You are hereby advised to post and/or furnish the required Performance Security and enter into contract with the NPC within ten (10) calendar days from receipt of this Notice.

Very truly yours,

  
**RAYMUND ENRIQUEZ LIBORO**  
*Privacy Commissioner and Chairman*

Conforme: 

**DENNIS R. MESCALLADO**  
Marketing Manager  
Grand Meritus Security Agency, Inc.  
Date: 26 September 2017