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**BIDS AND AWARDS COMMITTEE**  
BAC Resolution No. 076-2023, Series of 2023

**RECOMMENDING THE AWARD OF CONTRACT TO GRAND MERITUS SECURITY  
AGENCY, INC. AS THE SINGLE CALCULATED AND RESPONSIVE BIDDER FOR  
THE PROCURMENT OF SECURITY SERVICES  
(APP ITEM NO. 2023-0018)**

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**WHEREAS**, the National Privacy Commission (NPC) is the agency mandated to administer and implement Republic Act No. 10173 or the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data 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 approved its FY 2023 Annual Procurement Plan (APP) which includes the procurement of Security Services with APP No. 2023-0018 with an Approved Budget for the Contract of Php862,018.00;

**WHEREAS**, the 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**, on 15 August 2023, 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 25 August 2023, 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 04 September 2023, the Pre-bid Conference was conducted, attended by Grand Meritus Security Agency, Inc.;

**WHEREAS**, the NPC-BAC set deadline of submission of the Bids on 18 September 2023 at 8:00 a.m. where only one (1) bidder, Grand Meritus Security Agency, Inc., submitted its bid;

**WHEREAS**, on the same date, at 10:30 a.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 (Technical Documents), the BAC opened the second bid envelope (Financial Documents) 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 21 September 2023, the BAC conducted a bid evaluation in accordance with Section 32 of the RIRR of R.A. 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 22 September 2023, it was found that the submitted bid is complete and contains no arithmetic error as shown in the Abstract of Bid as Calculated herein attached as Annex "C", and was endorsed for post-qualification evaluation;


**WHEREAS**, on 28 September 2023, the NPC-BAC proceed 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;

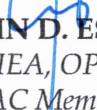
**WHEREAS**, there being no issues in the BAC-TWG's Post-Qualification Report, it was moved and seconded to declare the bid by Grand Meritus Security Agency, Inc. as the Single Calculated and Responsive Bid;


**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 amounting to **Seven Hundred Sixty-Seven Thousand Two Hundred Ninety-Nine and 77/100 Centavos (Php767,299.77)**, be declared as the single calculated and responsive bidder and be recommended for the award of contract for the procurement of Security Services for the approval of the Head of the Procuring Entity (HoPE).


**RESOLVED** this 28<sup>th</sup> day of September 2023, via combination on on-site and videoconference meeting.

**ATTEST:**

  
**MR. JOEL T. PAGTULINGAN, JR.**  
AO III, ASD  
End-user/Provisional Member

  
**MR. ERWIN D. ESPENILLA**  
HEA, OPC  
BAC Member

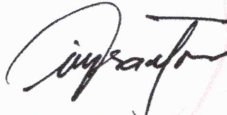
  
**MR. MARLON RUBEN N. FABRICANTE**  
Chief, ASD  
BAC Member

  
**ATTY. MA. JOSEFINA E. MENDOZA**  
Attorney IV, LD  
BAC Member

Digitally signed by  
Fabricante Marlon  
Ruben Natividad


Digitally signed  
by Mendoza Ma  
Josefina Eusebio

*On Official Business*  
**ATTY. RAINIER ANTHONY M. MILANES**  
*Chief, CMD  
BAC Member*

 Digitally signed  
by Ivy Grace T.  
Villasoto  
**ATTY. IVY GRACE T. VILLASOTO**  
*Attorney V, PDD  
BAC Vice Chairperson*

 Digitally signed  
by Patula Maria  
Theresita Elnar  
**ATTY. MARIA THERESITA E. PATULA**  
*Director IV, LEO  
BAC Chairperson*

**APPROVED:**

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**ATTY. JOHN HENRY D. NAGA**  
*Privacy Commissioner  
Head of the Procuring Entity*  
Date: ~~SEP 28 2023~~



Republic of the Philippines  
**NATIONAL PRIVACY COMMISSION**  
5<sup>th</sup> Floor, Philippine International Convention Center,  
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



## NOTICE OF AWARD

Date Issued: **SEP 28 2023**

**MS. ROSARIO BUENAOBRA-LIPATA**  
*Marketing-In-Charge*  
Grand Meritus Security Agency, Inc.  
#12 Xavierville Avenue, corner 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. 076-2023 series of 2023, the contract for procurement of **SECURITY SERVICES** amounting to **Seven Hundred Sixty-Seven Thousand Two Hundred Ninety-Nine and 77/100 pesos (PhP767,299.77)** 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  
**SEP 28 2023**

Digitally signed  
by Medalla Joan  
Therese Caragay

Conforme:

**MS. ROSARIO BUENAOBRA-LIPATA**  
*Marketing-In-Charge*  
Grand Meritus Security Agency, Inc.  
Date: **SEP 28 2023**



**NOTICE TO PROCEED**

Date Issued: 29 SEP 2023

**SANDY C. BALITE**

*Chairman*

Grand Meritus Security Agency, Inc.  
No. 12 Xavierville Ave., cor Pajo St., Loyola Heights,  
Quezon City

Dear Chairman **BALITE**:

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 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/Privacy Commissioner

I acknowledge receipt of this notice on 29 SEP 2023  
Name of the authorized representative of the Bidder SANDY C. BALITE  
Signature of the authorized representative

## SECURITY SERVICES AGREEMENT

### KNOWN ALL PERSONS BY THESE PRESENTS:

This Agreement is made and entered into this 29<sup>th</sup> day of September 2023, in Metro Manila, Philippines, by and between:

The **NATIONAL PRIVACY COMMISSION**, a government agency mandated to administer and implement the Data Privacy Act of 2012, and to monitor and ensure compliance of the country with international standards set for data protection, with office address at 5<sup>th</sup> Floor Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila, represented herein by its Privacy Commissioner, **ATTY. JOHN HENRY D. NAGA** (hereinafter referred to as the "NPC");

- 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")

The NPC and SECURITY PROVIDER shall hereinafter be referred to collectively as the "PARTIES".

### WITNESSETH, that:

**WHEREAS**, the NPC desires to engage the services of a SECURITY PROVIDER to safeguard and protect NPC'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 (R.A. 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 NPC;

**WHEREAS**, this item was recommended for award thru Competitive Bidding pursuant to Rule IV Section 10 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. No. 9184) as of 03 July 2023;

**WHEREAS**, on 26 July 2023 the NPC Accountant issued Certification of Availability of Funds (CAF) amounting to **Eight Hundred Sixty-Two Thousand Eighteen Pesos (PHP862,018.00)**. A Copy of the CAF is herein attached as "ANNEX A" and made an integral part of this Agreement;

**WHEREAS**, the Bids and Awards Committee (BAC) recommended through its BAC Resolution No. 076-2023, series of 2023 dated 28 September 2023, and thereafter the NPC Privacy Commissioner and Chairman/Head of the Procuring Entity (HOPE) issued on 28 September 2023 the Notice of Award to SECURITY PROVIDER;

CONTRACT NO. 2023- 09 - 0015

**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 Rule XI of the 2016 Revised IRR of R.A. No. 9184 (as of 03 July 2023) on Notice and Execution of Award, the following documents shall form part of this Agreement, to wit:

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

2. **SERVICES** - The **SECURITY PROVIDER** shall provide services for eight (8) hours shifting to complete the service of 24 hours (except for the parking lot having 16-hours 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 temporary office address at 5<sup>th</sup> Floor Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila with eight (8) hours shifts each day. In the event of resignation, absence without authorized leave (AWOL), authorized leave of the **SECURITY PROVIDER** undertakes to deploy a substitute/replacement immediately to ensure no interruption of services.

Subject to coordination with the Administrative Services Division (ASD) of the NPC, three (3) security guards shall provide services in the West Wing in eight-hours shift. Three (3) security guards in the East Wing in eight-hours shift, and Two (2) security guards in the parking lot in eight-hours 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. **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) Four (4) Males and Four (4) Females;

Level of Qualifications	No. of Personnel	Age	Additional Requirements
Security Officers (Supervisory)	*2 <i>*1 primary and 1 alternate</i>	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 for 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) Certification 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 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 to each security using the following specifications:

- 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 in accordance with R.A. No. 5487, including but not limited to security related equipment as provided in Item No. 12.2, vehicles, tools and supplies necessary, appropriate and incidental in ensuring that the entire NPC's office/properties are secured, protected and safe at all times.

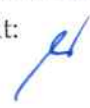
9. **RATE ADJUSTMENT AND ESCALATION DUE TO WAGE ORDER** - Should there be any law or executive order or issuance from relevant government agencies mandating the increase in the minimum wage or requiring additional compensation, the **PARTIES** shall adjust the rate stipulated.

10. **PERFORMANCE ASSESSMENT** - In accordance with Appendix 23 of the 2016 Revised IRR of R.A. No. 9184 (as of 03 July 2023), the **SECURITY PROVIDER** shall maintain a satisfactory level of performance throughout the term of this Agreement based on a prescribed set of criteria expressly provided by the NPC.

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 the time keeping machine;
- d) Conduct roving inspection regularly, especially during night-time to prevent incidence of theft or fire:
  - West Wing: 3
  - East 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, if necessary; and
- h) Perform other task 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 job, including 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) Taser
- g) Office supplies and security paraphernalia for the whole period of contract shall consist of the following:
  - Six (6) logbooks
  - One Twenty (120) ballpens
  - Two (2) Umbrellas
  - Two (2) First Aid Kits

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;

*A*

- The security plan shall be submitted within five (5) working days after the issuance of Notice to Proceed (NTP) 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 Agreement.

12.7. The **SECURITY PROVIDER** shall be able 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 incase 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 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 promptly submit every morning to NPC-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 a monthly security shifting schedule to be approved by the NPC 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 guards 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.

### 13. DUTIES AND RESPONSIBILITIES OF THE NPC

13.1. The NPC-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 the following documents:

- a) monthly payment billing statement,
- b) daily time record,
- c) summary of attendance of security personnel and accomplishment report
- d) Certificate of Acceptance of Output by the NPC-ASD;

13.3. The NPC shall pay the SERVICE PROVIDER a total amount of SEVEN HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED NINETY-NINE PESOS AND SEVENTY SEVEN CENTAVOS (Php767,299.77) 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 negligent 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 NPC 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** - This Security Services Agreement shall commence from 01 OCTOBER 2023 and shall remain in full force and effect until 31 DECEMBER 2023, unless otherwise terminated by either party due to justifiable ground/s in accordance with R.A. No. 9184, its Revised IRR and other pertinent law, rules and regulations.


16. **AMENDMENTS** - Any changes, modifications, revisions or amendments to this Agreement must be mutually agreed upon by and between the parties, incorporated in a 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 Agreement, the NPC shall issue a written notice to the SERVICE PROVIDER of the violation on the provisions of this contract with corresponding penalties:

- a) 1<sup>st</sup> offense: Verbal warning thru head guard
- b) 2<sup>nd</sup> offense: Written warning
- c) 3<sup>rd</sup> offense: Termination of contract and liquidated damages in accordance to government rules and regulations.

17.2. NPC may immediately terminate this Agreement upon service and delivery of a notice of the termination to the SERVICE PROVIDER on any of the following grounds:

- (1) failure to perform or materially breach, any of its obligations, covenants, or representations as set forth in the Agreement;
  - (2) failure to produce a result that meets the specifications of provided for in the Agreement;
  - (3) when the failure or breach is serious enough to materially harm or otherwise reduce the value of this Agreement;
- 

(4) in case it is determined prima facie that the **SERVICE PROVIDER** has engaged, before or during the implementation of this Agreement, in unlawful deeds and behaviors relative to Agreement acquisition and implementation.

17.3. The **NPC**, upon service and delivery of the written notice to the **SERVICE PROVIDER** may terminate the contract, in whole or in part in accordance with ANNEX "I" of the Revised IRR of RA No. 9184 (as of 03 July 2023). The notice of termination shall specify the cause of termination, the extent to which performance of the services provider under the Agreement is terminated, and the date upon which such termination becomes effective.

In the event of termination, payment of the contract price will be made to the **SERVICE PROVIDER** only for services rendered up to the date of termination.

17.4. The **SERVICE PROVIDER** may terminate this 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 Agreement encompasses all causes and grounds in accordance with R.A. No. 9184 and its Revised IRR (as of 03 July 2023).

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 and shall not be considered as an employee of **NPC**.

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) and other applicable issuances of the National Privacy Commission.

20. **ALTERNATIVE DISPUTE RESOLUTION** - In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, 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. **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 Revised IRR (as of 03 July 2023), and all other pertinent laws, rules, and regulations.

22. 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 Agreement this 29th day of September 2023 at Pasay City.

NATIONAL PRIVACY COMMISSION

By:

  
ATTY. JOHN HENRY D. NAGA  
Privacy Commissioner

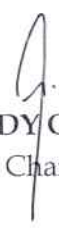
  
JOHANA CARLA T. GOMEZ  
Accountant II

  
MARLON RUBEN N. FABRICANTE

*Signature over Printed Name*

GRAND MERITUS SECURITY AGENCY, INC.

By:

  
SANDY C. BALITE  
Chairman

Signed in the Presence of:  
  
ROSARIO BUENAOBRA-LIPATA

*Signature over Printed Name*

REPUBLIC OF THE PHILLIPINES  
CITY OF \_\_\_\_\_

)  
) S.S

ACKNOWLEDGMENT

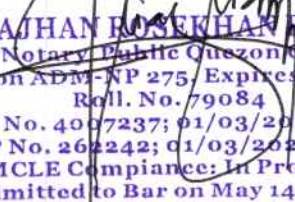
BEFORE ME, a Notary Public for and in the City of Pasay, Philippines, personally appeared the following:

NAME	GOV'T ISSUED ID Date Issued/ Expiration Date
ATTY. JOHN HENRY D. NAGA	
SANDY C. BALITE	

Known to me and to me known to be the same persons who executed the foregoing 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 (\_\_\_\_) pages, including this page where the acknowledgement 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 SEP 29 2023 2023 at QUEZON CITY, Metro Manila, Philippines.

Doc. No. 279 :  
Page No. 57 :  
Book No. III :  
Series of 2023. 4

  
**ATTY. NIAZHAN ROSEKHAN R. PALATTAO**  
Notary Public Quezon City  
Commission ADM-NP 275/ Expires Dec. 31, 2023  
Roll. No. 79084  
PTR No. 4007237; 01/03/2023; Q.C.  
IBP No. 262242; 01/03/2023; Q.C.  
MCLE Compliance: In Process  
(Admitted to Bar on May 14, 2022)