



BIDS AND AWARDS COMMITTEE
Resolution No. 110-2023, Series of 2023

**RECOMMENDING THE AWARD OF CONTRACT TO GRAND MERITUS SECURITY
AGENCY, INC. AS THE SINGLE CALCULATED AND RESPONSIVE BID FOR THE
PROCUREMENT OF SECURITY SERVICES
(APP ITEM NO. 2024-0025)**

WHEREAS, the National Privacy Commission (*NPC* or *Commission*) is an independent body mandated to administer and implement Republic Act No. 10173 of 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 NPC 2024 Indicative APP under the National Expenditure Program for FY 2024 which includes the procurement of Security Services with APP No. 2024-0025 with an Approved Budget for the Contract amounting to Three Million Nine Hundred Thirty-One Thousand Pesos (Php3,931,000.00);

WHEREAS, this item of procurement is part of the Early Procurement Activities and under the mode of Competitive Bidding pursuant to Section 10, Rule IV of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184 (RA 9184);

WHEREAS, on 03 November 2023, the Invitation to Bid and the Bidding Documents were posted in the PhilGEPs, the NPC website, and the NPC bulletin board. Invitations to observers were also sent in accordance with Section 13 of the RIRR of RA 9184;

WHEREAS, on 13 November 2023, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) conducted a pre-bid conference where the details pertaining to this procurement were discussed and clarified;

WHEREAS, only the Grand Meritus Security Agency, Inc. submitted their bid on 27 November 2023 at 07:17 AM;

WHEREAS, on 28 November 2023, the NPC Bids and Awards Committee (NPC-BAC) conducted the Bid Opening for Security Services;

WHEREAS, the NPC-BAC proceeded to open the bid submitted and conducted 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 RIRR of RA 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 with the provisions of the RIRR of RA 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 04 December 2023, the BAC conducted a bid evaluation in accordance with Section 32 of the RIRR of RA 9184;

WHEREAS, pursuant to the BAC-Technical Working Group's (TWG) Bid Evaluation Report dated 01 December 2023, it was recommended that the bid be declared as the Single Calculated Bid, herein attached as Annex "B";

WHEREAS, on 18 December 2023, the BAC conducted a post-qualification in accordance with Section 32 of the RIRR of RA 9184;

WHEREAS, pursuant to the BAC-Technical Working Group's (TWG) Post-Qualification Report dated 15 December 2023, it was recommended that the bid be declared as the Single Calculated and Responsive Bid, herein attached as Annex "C";


NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby **RESOLVE**, as it is hereby **RESOLVED**, that the sole bidder, Grand Meritus Security Agency, Inc., whose bid amounting to **Three Million Three Hundred Two Thousand Seven Hundred Ninety-Six Pesos and Twenty-Five Centavos (Php3,302,796.25)** be declared as the Single Calculated and Responsive Bid 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 18th day of December 2023 via combination of on-site and videoconference meeting.

ATTEST:


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

On Official Business
MR. ERVWIN D. ESPENILLA
HEA, OPC
BAC Member

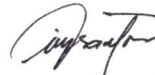

Digitally signed by
Fabricante Marlon
Ruben Natividad
MR. MARLON RUBEN F. FABRICANTE
Chief, ASD
BAC Member


Digitally signed
by Mendoza Ma
Josefina Eusebio
ATTY. MA. JOSEFINA E. MENDOZA
Atty. IV, LD
BAC Member



Digitally signed
by Milanes Rainier
Anthony Mabias

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:



ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity 
Date: DEC 27 2023



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



NOTICE OF AWARD


Date Issued: **JAN 02 2024**

MS. ROSARIO BUENAOBRA-LIPATA
Marketing In-Charge
GRAND MERITUS SECURITY AGENCY, INC.
12 Xavierville Avenue corner Pajo St.
Loyola Heights, Quezon City

Dear **Ms. Lipata**,

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 110-2023 series of 2023, the contract for procurement of **SECURITY SERVICES** amounting to **THREE MILLION THREE HUNDRED TWO THOUSAND SEVEN HUNDRED NINETY-SIX PESOS AND TWENTY-FIVE CENTAVOS (PhP3,302,796.25)** VAT inclusive, is awarded to **GRAND MERITUS SECURITY AGENCY, INC.** consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

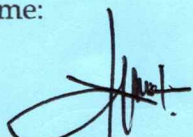
Very truly yours,


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity

JAN 02 2024

Digitally signed
by Petula Maria
Theresta Chua

Conforme:


MS. ROSARIO BUENAOBRA-LIPATA
Marketing In-Charge
GRAND MERITUS SECURITY AGENCY, INC.
Date: **JAN 08 2024**



NOTICE TO PROCEED

Date Issued: 08 JAN 2024

ROSARIO BUENAOBRA - LIPATA

Marketing-in-Charge

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

Dear Ms. **LIPATA**:

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 08 JAN 2024
Name of the authorized representative of the Bidder **MS. ROSARIO BUENAOBRA-LIPATA**
Signature of the authorized representative

SECURITY SERVICES AGREEMENT

KNOWN ALL PERSONS BY THESE PRESENTS:

This Agreement is made and entered into this _____ day of 08 JAN 2024, 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 ensure compliance of the country with international standards set for data protection, with office address at 5th 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 3rd Floor, Carpio Building, No. 12 Xavierville Avenue corner Pajo Street, Loyola Heights, Quezon City, Metro Manila, Philippines, herein represented by its Marketing-in-Charge, **MS. ROSARIO BUENAOBRA - LIPATA** (herein referred to as the "SERVICE PROVIDER")

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

WITNESSETH, that:

WHEREAS, the NPC has expressed their need of a Service Provider to safeguard and protect NPC's officials, employees, and all persons transacting legitimate business within its premises, as well as its areas, materials, properties, equipment, facilities, and confidential information from any criminal or unlawful activities including pilferage, robbery and any or all forms of destruction;

WHEREAS, on 6 October 2023, the NPC Accountant issued Certification of Availability of Funds (CAF) amounting to Three Million Nine Hundred Thirty-One Pesos (Php 3,931,000.00) chargeable against Security Services Expense. A Copy of the CAF is hereto attached as **ANNEX "A"** and made an integral part of this Agreement;

WHEREAS, the **SERVICE PROVIDER** has participated in the Competitive Bidding pursuant to Rule IV Section 10 of the *2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (R.A. No. 9184)*¹;

WHEREAS, the **SERVICE PROVIDER** has complied with and passed the Legal, Technical and Financial requirements pursuant to Section 34 of Rule X of the Revised IRR of R.A. No. 9184;

WHEREAS, on 27 December 2023, the Head of the Procuring Entity approved the **NPC-BAC Resolution No. 110-2023, Series of 2023**, recommending the Award of Contract for Security Services to **GRAND MERITUS SECURITY AGENCY, INC.**;

WHEREAS, NPC has awarded above-mentioned project to **SERVICE PROVIDER** and has confirmed award amounting to a total contract price of **Three Million Three Hundred Two Thousand Seven Hundred Ninety-Six Pesos and Twenty Five Centavos (Php3,302,796.25)** inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under applicable laws. A copy of the Notice of Award is hereto attached as "**ANNEX B**" and made an integral part of this Agreement;

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 Revised IRR of RA 9184, October 15, 2023.

CONTRACT NO. 2024- 01-0004

I. SCOPE OF WORK

The **SERVICE PROVIDER** shall provide security services in eight-hour shifts to ensure 24-hour coverage, seven days a week. The only exception is the parking lot, which will only have 16 hours of service daily.

II. NUMBER OF SECURITY GUARDS

The **SERVICE PROVIDER** shall employ and utilize nine (9) security guards to be deployed at NPC’s temporary office address at 5th Floor Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila with eight (8) hours shifts each day. In the event of resignation or absence without authorized leave (AWOL), the **SERVICE PROVIDER** undertakes to immediately deploy a substitute/replacement to ensure no interruption of services.

Subject to coordination with the Administrative Services Division (ASD) of the NPC, the following distribution of security personnel will be maintained:

- Three (3) Security Guards will cover the West Wing on eight-hour shifts.
- Three (3) Security Guards will be assigned to the East Wing on eight-hour shifts.
- One (1) Security Guard will oversee the Summit Lounge during daytime on an eight-hour shift.
- Two (2) Security Guards will be stationed in the Parking Lot on eight-hour shifts.

III. OFFICE LOCATION

The temporary office address of NPC is at 5th Floor, Delegation Building, PICC Complex, Vicente Sotto Avenue, Pasay City, Metro Manila. The NPC reserves the right to change its office location for any reasonable and just cause, at which point the **SERVICE PROVIDER** shall be responsible for providing security services at the new office location.

IV. 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) Five (5) Males and Four (4) Females, or vice versa;

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	7	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 **SERVICE 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.

V. CONTROL AND SUPERVISION

The **SERVICE 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;

VI. UNIFORM, FIREARMS, EQUIPMENT AND SUPPLIES

1. The **SERVICE 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.
2. The **SERVICE PROVIDER** shall provide the firearms and ammunition to each security using the following specifications:
 - a) Three (3) 9mm Caliber Pistol in good working conditions and covered with license by PNP-FEO;
 - b) Ammunition;
 - c) Accessories.
3. The **SERVICE PROVIDER** shall provide other basic equipment in accordance with Republic Act No. 5487 also known as "The Private Security Agency Law", 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.

VII. 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.

VIII. RIGHT OF INSPECTION

The NPC reserves the right to inspect the Security Guards supplied by the **SERVICE PROVIDER** and, if deemed necessary for valid reasons, may request the replacement of any of the said security guards. In such cases, the **SERVICE PROVIDER** shall promptly take action to replace the recommended security guard. However, if the notice for replacement is provided verbally, the NPC shall confirm it in writing.

IX. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

1. The services provided by the **SERVICE 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 officials, employees, and visitors and log the arrival and departure of all employees and visitors;
 - c) Assist in securing the time keeping machine;
 - d) Conduct regular roving inspection, especially during night-time to prevent incidence of theft or fire:
 - West Wing: 3
 - East Wing: 3
 - Summit Lounge: 1
 - 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.
2. The **SERVICE 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:
 - Twenty Four (24) logbooks
 - Four Hundred Eighty (480) ballpens
 - Six (6) Umbrellas
 - Twelve (12) First Aid Kits
 - Nine (9) Raincoats
3. The **SERVICE 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**.
4. The **SERVICE 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.
5. The **SERVICE 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 at times of pandemic.
- 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.
6. The **SERVICE 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.
7. The **SERVICE 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.
8. The **SERVICE PROVIDER** shall ensure that in case of emergencies or urgent security concerns within the office premises, the security guards should respond immediately.
9. The **SERVICE PROVIDER** shall guarantee that all security 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.
10. The **SERVICE 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.

11. The **SERVICE 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. **SERVICE 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. The **SERVICE PROVIDER** shall ensure that in no case shall the security guards render services for more than an 8-hour shift.
13. The **SERVICE 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.

X. DUTIES AND RESPONSIBILITIES OF THE NPC

1. The **NPC-ASD** shall monitor the implementation of the security services in accordance with the specifications and conditions herein.
2. Payment by the NPC to the **SERVICE 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**;
3. The NPC shall pay the **SERVICE PROVIDER** a total amount of **Three Million Three Hundred Two Thousand Seven Hundred Ninety Six Pesos and Twenty Five Centavos (Php3,302,796.25)** in a monthly basis inclusive of all applicable taxes, in accordance with escalation clause under item VII.

XI. LIABILITY OF THE SERVICE PROVIDER

After proper investigation, the **SERVICE 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 **SERVICE 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 **SERVICE PROVIDER** is not liable for any loss or damage due to fortuitous events or force majeure as defined by law.

XII. TERM

1. This Security Services Agreement shall commence from 01 January 2024 and shall remain in full force and effect until 31 December 2024, 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.
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:
 - a) Failure to perform or materially breach, any of its obligations, covenants, or representations as set forth in the Agreement;

- b) Failure to produce a result that meets the specifications of provided for in the Agreement;
 - c) When the failure or breach is serious enough to materially harm or otherwise reduce the value of this Agreement;
 - d) 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.
3. 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 15 October 2023).

4. 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.
5. 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.

XIII. PERFORMANCE ASSESSMENT

1. The **SERVICE PROVIDER** shall maintain a satisfactory level of performance throughout the duration of this Agreement as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007. The performance assessment shall be done every six (6) months.
2. 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) 1st offense: Verbal warning thru head guard
 - b) 2nd offense: Written warning
 - c) 3rd offense: Termination of contract and liquidated damages in accordance with government rules and regulations.

XIV. 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 Agreement.

XV. 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**.

XVI. CONFIDENTIALITY AND DATA PRIVACY

In the course of the undertaking between **NPC** and **SERVICE RPOVIDER**, 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.

XVII. SETTLEMENT OF DISPUTES AND VENUE OF ACTION

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 Act."

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.

XVIII. MISCELLANEOUS PROVISIONS

1. The PARTIES agreed that duly approved Scope of Work, Financial Proposals, and all the bidding documents in relation to this procurement are deemed an integral part of this Agreement. In the event of conflict between the terms of this Agreement and those in the Annexes or related documents, the former shall prevail.
2. 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 15 October 2023), and all other pertinent laws, rules, and regulations.

IN WITNESS WHEREOF, the PARTIES hereto have signed this Agreement this 08 day of JAN 2024
20 at Pasay City
QUEZON CITY

NATIONAL PRIVACY COMMISSION


By:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner


JOHANA CARLA T. GOMEZ
Accountant II

GRAND MERITUS SECURITY AGENCY, INC.

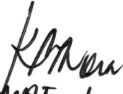
By:


ROSARIO BUENA OBRA - LIPATA
Marketing-in-Charge

Signed in the Presence of:


MARLON RUBEN N. FABRICANTE

Signature over Printed Name


KRISTINE MAE L. MORA

Signature over Printed Name

REPUBLIC OF THE PHILLIPINES)
CITY OF _____) S.S

ACKNOWLEDGMENT

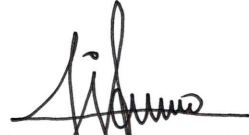
BEFORE ME, a Notary Public for and in the City of Quezon City, Philippines, personally appeared the following:

NAME	GOV'T ISSUED ID Date Issued/ Expiration Date
ATTY. JOHN HENRY D. NAGA	[REDACTED]
ROSARIO BUENAOBRA - LIPATA	[REDACTED]

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 08 JAN 2024 2024 at QUEZON CITY, Metro Manila, Philippines.

Doc. No. 121 ;
Page No. 27 ;
Book No. 1 ;
Series of 2024.



Atty. IAN C. DUERO
Notary Public
Roll No. 74108
PTR No. 5555069D/01-02-2024/Quezon City
IBP No. 371883/12-22-2023/Quezon City
Commission ADM-NP-185
Expires Dec. 31, 2024