

#### **BIDS AND AWARDS COMMITTEE**

BAC Resolution No. 090-2021, Series of 2021

## RECOMMENDING THE AWARD OF CONTRACT TO GRAND MERITUS SECURITY AGENCY, INC. AS THE SINGLE CALCULATED AND RESPONSIVE BIDDER FOR THE PROCUREMENT OF SECURITY SERVICES

WHEREAS, the National Privacy Commission (NPC) is the agency mandated to enforce data privacy 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, this 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 July 2021, 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 22 July 2020, the Invitation to Bid was posted in the PhilGEPS and NPC website as well as the NPC bulletin board together with the Bidding Documents. Invitations to observers were also sent through mail in accordance with Section 13 of the IRR of R.A. 9184;

WHEREAS, on 29 July 2021, the Pre-bid Conference was conducted where prospective bidders clarified some information which were then addressed through the Supplemental Bid Bulletin 067-2021, dated 03 August 2021, herein attached as Annex "A", issued by the NPC-BAC, a copy of which were furnished to the prospective bidders and published in the NPC website, bulletin board and PhilGEPS website;

WHEREAS, on 03 August 2021, through BAC Resolution No. 069-2021, Series of 2021, the NPC-BAC resolved to reschedule the deadline for bid submission and bid opening for the procurement of this item from 12 August 2021 to 24 August 2021 at 10:00 A.M. and 3:00 P.M., respectively due to the implementation of ECQ in the NCR which might make it difficult for both the NPC and the bidders to continue with the conduct of procurement activities and meet the initially set deadlines, said Resolution was also discussed in the issued SBB 067-2021;

WHEREAS, on 20 August 2021, through BAC Resolution No. 075-2021, Series of 2021, the NPC-BAC resolved to reschedule the deadline for bid submission and bid opening from 24 August 2021 to 02 September 2021 at 10:00 A.M. and 1:00 P.M., respectively, this time due to the implementation of MECQ in the NCR, and for the same reasons as stated above;

Ref No.: 090-2021 NPC\_BAC\_RESO-V1.0, R0.0, 05 May 2021

WHEREAS, in the same BAC Resolution No. 075-2021, Series of 2021, the NPC-BAC also resolved to approve, apply, and implement the Guidelines on Electronic Submission and Receipt of Bids on its procurement activities in accordance with GPPB Resolution No. 09-2020. Bidders were then informed through SBB 077-2021, dated 23 August 2021, attached herein as Annex "B", a copy of which was furnished to the prospective bidders and published in the NPC website, bulletin board and PhilGEPS website;

WHEREAS, on 02 September 2021 at 10 a.m., in compliance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids, three bidders submitted their bids, namely: Northern Star Investigation and Security Agency, Inc., Grand Meritus Security Agency, Inc., and DBPSC Security Service Incorporated;

WHEREAS, on the same date at 01:00 P.M., the NPC-BAC proceeded to open the bids submitted and conducted preliminary evaluation to determine the bidders' compliance with the eligibility and technical requirements. The NPC-BAC, with the assistance of the TWG, checked the submitted documents of the bidders 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 first bid envelope (Technical Component), it was determined that all three bidders passed the eligibility requirements prescribed in accordance with the provisions of the IRR of R.A. 9184, as shown in the Abstract of Bids as Read, herein attached as Annex "C";

WHEREAS, immediately after determining compliance of technical envelope, the BAC opened the second bid envelope (Financial Component) of the eligible and technically complying bidders and determined that Northern Star Investigation and Security Agency, Inc., Grand Meritus Security Agency, Inc., and DBPSC Security Service Incorporated passed all the financial document requirements and are now recommended for bid evaluation as shown in the same Abstract;

WHEREAS, on 9 September 2021, the BAC conducted a bid evaluation in accordance with Section 32 of the Revised IRR of RA 9184;

WHEREAS, pursuant to the BAC-Technical Working Group's (TWG) Bid Evaluation Report reviewed by the NPC-BAC on 9 September 2021, DBPSC Security Service Incorporated and Northern Star Investigation and Security Agency Inc. were considered to have "non-responsive bids" and were declared to be disqualified for their failure to include the correct and latest PhilHealth contribution rate in its computation of the total bid price, which is currently still at 3 percent and not 3.5 percent, in consonance with the PhilHealth's Official Statement dated 05 January 2021 in deferring contribution hikes;

WHEREAS, considering that Grand Meritus Security Agency, Inc. was the only bidder who submitted a complete and responsive bid, as stated in the bid evaluation report submitted by BAC-TWG and as shown in the Abstract of Bids as Calculated, herein attached as Annex "D" and "E" respectively, moved to adopt the said report and recommend the bid for post-qualification evaluation;

WHEREAS, on 16 September 2021, the NPC-BAC proceeded to review the Post-Qualification Report submitted by the BAC-TWG attached as Annex "F", declaring that Grand Meritus

Ref No.: <u>090-2021</u> NPC\_BAC\_RESO-V1.0, R0.0, 05 May 2021

Security Agency, Inc. passed the pos-qualification evaluation conducted and is recommend to be declared the Single Calculated and Responsive Bid;

WHEREAS, noting no issues in the BAC-TWG Post-Qualification Report, it was moved and seconded to adopt the same and 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, to declare the bid submitted by Grand Meritus Security Agency, Inc., as the SINGLE CALCULATED AND RESPONSIVE BID amounting to ONE MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED ELEVEN AND 52/100 PESOS (Php1,127,711.52) and be recommended for the award of contract for the procurement of Security Services.

RESOLVED this 16th day of September 2021 via videoconference meeting.

ATTEST:

Digitally signed by Espenilla Erwin Dejucos Date: 2021.09.17

ERWIN D. ESPENILLA Executive Assistant IV, OPC BAC Member

Ragsag Jonathan Digitally signed by Ragsag Rudolph Yandan Jonathan Rudolph Yandan

JONATHAN RUDOLPH Y. RAGSAG

OIC-Chief, DSTSD BAC Member on official business

ATTY. AURELLE DOMINIC E. NARAG Executive Assistant IV, OPC

BAC Member

Digitally signed by Mendoza Ma Josefina Eusebio Date: 2021.09.17 14:27:14 +08'00'

ATTY. MA. JOSEFINA E. MENDOZA

Attorney IV, Legal Division BAC Member

Digitally signed by Villasoto Ivy Grace Torres

ATTY. IVY GRACE T. VILLASOTO

OIC-Director, PPO BAC Vice Chairperson

Patula Maria Theresita Elnar

Digitally signed by Patula Maria Theresita Elnar Date: 2021.09.17 13:15:04 +08'00'

ATTY. MARIA THERESITA E. PATULA

Director IV, LEO BAC Chairperson

Approved:

RAYMUND ENRIQUEZ LIBORO

Privacy Commissioner Head of the Procuring Entity

Date: SFP 21 2021

Ref No.: <u>090-2021</u>

NPC\_BAC\_RESO-V1.0, R0.0, 05 May 2021



# NOTICE DECLARING GRAND MERITUS SECURITY AGENCY, INC. AS THE SINGLE CALCULATED AND RESPONSIVE BIDDER AND RECOMMENDING THE AWARD OF CONTRACT FOR SECURITY SERVICES

17 September 2021

Mr. Dennis R. Mescallado

Authorized Representative
Grand Meritus Security Agency, Inc.
12 Xavierville Avenue corner Pajo Street,
Loyola Heights, Quezon City

#### Dear Mr. Mescallado:

Upon conducting the post-qualification evaluation of the legal, technical, and financial components of your submitted bid in accordance with the provisions of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184, otherwise known as the Government Procurement Reform Act, it was determined that GRAND MERITUS SECURITY AGENCY, INC. submitted the single calculated and responsive bid amounting to ONE MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED ELEVEN AND 52/100 PESOS (Php1,127,711.52) and is recommended for the award of the contract for Security Services.

Accordingly, the BAC's recommendation shall be forward to the Privacy Commissioner for approval. We shall now commence with the documentation and will update you of the status of the recommendation once received from the Head of the Procuring Entity (HoPE).

Very truly yours,

Patula Maria

Digitally signed by Patula Maria Theresita Elnar

Theresita Elnar Date: 2021.09.17 13:23:41 +08'00'

ATTY. MARIA THERESITA E. PATULA

Director IV, Legal and Enforcement Office Chairperson, Bids and Awards Committee

Ref No.: NPC BAC Memo-12-2023

NPC\_DIT\_MEMO-V1.0, R0.0, 05 May 2021

Received bus!



### NOTICE OF AWARD

Date Issued: SEP 21 2021

Mr. Dennis R. Mescallado
Authorized Representative
Grand Meritus Security Agency, Inc.
12 Xavierville Avenue corner Pajo Street,
Loyola Heights, Quezon City

Dear Mr. Mescallado:

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 090-2021 series of 2021, the contract for the procurement of Security Services for the National Privacy Commission amounting to ONE MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED ELEVEN AND 52/100 PESOS (Php1,127,711.52), 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,

RAYMUND E. LIBORO

Privacy Commissioner Head of the Procuring Entity

SEP 21 2021

Conforme:

Mr. Dennis R. Mescallado Authorized Representative

Grand Meritus Security Agency, Inc.

Date: 9 32 2

Ref No.: 072-2021

NPC\_BAC\_NOA-V1.0, R0.0, 05 May 2021

#### SECURITY SERVICES AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this <u>30 September 2021</u>, in Metro Manila, Philippines, by and between:

The NATIONAL PRIVACY COMMISSION, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with office address at the 5th Floor Delegation Building Philippine International Convention Center, Vicente Sotto Street, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner, RAYMUND ENRIQUEZ LIBORO (hereinafter referred to as the "NPC or the "COMMISSION"");

- and -

The **GRAND MERITUS SECURITY AGENCY**, **INC.**, a corporation duly organized and existing under and by virtue of Philippine laws, with principal office at 12 Xavierville Avenue, Quezon City, 1108 Metro Manila, Philippines, herein represented by its Marketing Manager, **DENNIS S. MESCALLADO** (hereinafter referred to as the "SERVICE PROVIDER");

NPC and GRAND MERITUS SECUTY AGENCY INC, hereinafter collectively referred to as "Parties".

#### WITNESSETH, that:

WHEREAS, the COMMISSION desire 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, this item was recommended for award thru Competitive Bidding pursuant to the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184);

WHEREAS, the SECURITY PROVIDER represents that it is duly licensed in accordance with Republic Act 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 COMMISSION;

WHEREAS, on 16 July 2021 the NPC Accountant issued Certificate of Funds Available (CAF) amounting PHP1,867,000.00. A Copy¹ of the CAF is hereto attached and made an integral part of this Agreement.

WHEREAS, the Bids and Awards Committee (BAC) recommended through its BAC Resolution No.<sup>2</sup> dated 16 September 2021 and thereafter the NPC Privacy Commissioner/Head of the Procuring Entity (HOPE) issued on 21 September 2021 the Notice of Award<sup>3</sup> 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:
  - a. Bidding Documents;
  - b. Winning Bidder's bid;
  - c. Performance Security Bond;
  - d. Notice of Award; and
  - e. Terms of Reference of the end-user.
- SERVICES The SECURITY PROVIDER shall provide services for Eight (8) hours shifting to complete the services of 24 hours (except for the parking lot having 16hour 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 office address at the 5th Floor, Philippine International Convention Center, Vicente Sotto St. Pasay City, Metro Manila with Eight (8) hours shifts each day. In the event of resignation, absence without authorized leave (AWOL), and authorized leave of the security guards, the **SECURITY PROVIDER** undertakes to deploy a substitute/replacement immediately to ensure no interruption of services.

Subject to coordination with the Chief Administrative Services Division (ASD) of the **COMMISSION**, three (3) security guards shall provide services in the West Wing in eight-hours shifts. Three (3) security guards in the East Wing in eight-hour shifts, and Two (2) security guards in the parking lot in eight-hour 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. **QUALIFICATIONS 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	No. of		Additional
	Personnel	Age	Requirements
Qualifications			_
Security	*2	Not	-Physically fit to
Officers		more	work
(Supervisory)		than 60	-able to draft
		years	documentations
		old	and reports of
			incidents
Regular	6	Not	-Physically fit to
Security		more	work
Guards		than 45	
		years	
		old	

- c.) Must have completed at least a two-year college or vocational course
- d.) At lease 5'4" in height for male and 5'2" height in female

- a. Certificate 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.
- 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 security guards are to be provided with proper uniforms and proper identifications 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 guard 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 as provided in Republic Act No. 5487 the Private Security Agency Law, including but not limited to security related equipment as provided in Item No. 5, 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 ADJUSTMENTS 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 rate 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 Resolutions No. 24-2007 dated September 28, 2007.
- 11. **RIGHTS 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 officials, employees and visitors and logs their arrival and

- East Wing: 3
- West 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 Heath Assessment Form.
- h) Perform other tasks 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 work including at the minimum 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) Rattan Baton
  - g) Office supplies and security paraphernalia for the whole period of contract shall consist of the following:
    - Eight (8) Logbook
    - Ten (10) Ballpen
    - Two (2) Umbrella
    - Two (2) First Aid Kit
- 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;
  - The security plan shall be submitted within five (5) working days after the issuance of Notice to Proceed 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

HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED FIFTY ONE PESOS AND 92/100 (Php187,951.92) inclusive of all applicable taxes.

- 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 negligence 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 COMMISSION due to the willful act or inaction, omission, negligence, fault and inefficiency. After proper investigation, 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 upon receipt of Notice to Proceed by the **SECURITY PROVIDER** and shall remain in full force and effect until February 28, 2022, unless otherwise terminated by either party due to justifiable ground/s in accordance with Republic Act 9184, its IRR and other pertinent law, rules and regulations.
- 16. **AMENDMENTS** Any changes, modifications, revision 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 In case of violations of any of the following provisions of this Contract, the COMMISSION shall issue 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/security officer
  - b.) 2<sup>nd</sup> offense: Written warning
  - c.) 3<sup>rd</sup> offence: Termination of contract and liquidated damages in accordance to government rules and regulations.
- 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.
- 19. 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).
- 20. **ALTERNATIVE DISPUTE RESOLUTION** In event of any dispute difference of any kind whatsoever arising out of 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.

- 21. **VENUE OF ACTIONS** 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.
- **22. 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 IRR, and all other pertinent laws, rules, and regulations.
- 23. **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 Contract this  $\underline{30}$  day of  $\underline{\text{September}}$   $\underline{2021}$  at Pasay City.

NATIONAL PRIVACY COMMISSION	ON GRAND MERITUS SECURITY SERVICES IN
By:  RAYMUND ENRIQUEZ LIBORO Privacy Commissioner  JENSEN JOY L. BALLICUD Account N	DENNIS MESCALLADO Marketing Manager
Cianatura anna Drivita I Navar	Signed in the Presence of:  **ROSANO NISMORALIPATA **Marketing in Charge**
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	GOVERNMENT-ISSUED ID/ Date issued/ Expiring Date
RAYMUND ENRIQUEZ LIBORO	
DENNIS MESCALLADO	

Known to me to be the same persons who executed the foregoing Addendum to the Janitorial Service Agreement. 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 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 20\_ at the City of Pasay, Metro Manila, Philippines.

NOTARY PUBLIC

Page No.

ATTY. ELISEO S. CALMA, JR. Notary Public Quezon City Until December 31, 2021

PTR NO.0694702/01-04-2021/QC IBP NO. 095280/ROLL NO. 50183 MCLE COMP. NO. VI-0012817 ADM MATTER NO. NP-067



#### NOTICE TO PROCEED

Date Issued: U-1-2021

#### DENNIS R. MESCALLADO

Authorized Representative Grand Meritus Security Agency, Inc. 12 Xavierville Avenue corner Pajo Street, Loyola Heights, Quezon City

#### Dear Mr. MESCALLADO:

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 of 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,

RAYMUND E. LIBORO **Head Of the Procuring Entity** 

I acknowledge receipt of this notice on October

Ref No.: ADMIN-21-00773

NPC\_FAO\_ASD\_NTP-V1.0, R0.0, 19 August 2021