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Department of Agriculture
PHILIPPINE CARABAO CENTER
CERTIFIED: ISO 9001 | ISO 14001 | OHSAS 18001

NOTICE TO PROCEED

January 1, 2021

MR. RAMIR JAMES B. BERNAL
Asst. General Manager
Militant Security Services
527 Talayan St., Brgy. Malamig,
Mandaluyong City
Mss.militant@gmail.com
(02) 8533-4142

Dear Mr. Bernal:

The attached Contract Agreement having been approved, notice is hereby given to **MILITANT SECURITY SERVICES** that work may commence for the **(EPA 2021) SECURITY SERVICES FOR PCC NATIONAL HEADQUARTERS, GENE POOL AND LIVESTOCK BIOTECHNOLOGY RESEARCH AND ANIMAL FACILITY (18 SECURITY GUARDS) (January 1-December 31, 2021)** effective upon acknowledgment of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below, keep one copy and return the other to the Philippine Carabao Center.

Very truly yours,

CLARO N. MINGALA
OIC, Executive Director

Conformed:

Date: 1-1-2021

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CONTRACT AGREEMENT

THIS AGREEMENT made this 1st day of January, 2021 between **PHILIPPINE CARABAO CENTER** of the Philippines (hereinafter called "the Entity") of the one part and **MILITANT SECURITY SERVICES** of 527 Talayan St., Brgy. Malamig, Mandaluyong City (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly (EPA 2021) SECURITY SERVICES FOR PCC NATIONAL HEADQUARTERS, GENE POOL AND LIVESTOCK BIOTECHNOLOGY RESEARCH AND ANIMAL FACILITY (18 SECURITY GUARDS) JANUARY 1-DECEMBER 31, 2020 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Four Million Sixty-Seven Thousand Two Hundred Eight Pesos & 72/100 (P 4,067,208.72)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz:

- i. Philippine Bidding Documents (PBDs);
 - a) Schedule of Requirements;
 - b) Technical Specifications;
 - c) General and Special Conditions of Contract; and
 - d) Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently

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Masaganang ANI
Mataas na KITA

required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Four Million Sixty-Seven Thousand Two Hundred Eight Pesos & 72/100 (P 4,067,208.72)** or such other sums as may be ascertained, **MILITANT SECURITY SERVICES** agrees to render works/security services in accordance with his/her/its Bid.
4. The **PHILIPPINE CARABAO CENTER** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

Whereas, the Supplier is duly licensed and engaged in the business of providing security and protection to buildings, properties, facilities, surroundings, including personnel, and has under its employ qualified security guards to perform the services needed and required by the Entity;

Whereas, the Entity is desirous in engaging the services and securing the lives of its personnel from theft, pilferage, robbery, arson, trespass, vagrancy and other criminal or unlawful acts under the terms and conditions and stipulations herein set forth;

Now, therefore, in consideration of the premises and mutual commitments herein set forth, the parties have hereto voluntary agreed as follows:

The Supplier shall assign guards to the installation of the Entity. All guards to be assigned to the site will be subject to the acceptance of the Entity. All guards must possess license and are qualified under RA 5487 as amended. All of whom shall render the specific task assigned under their area of responsibility as directed. Said security guards will work for eight (8) hours daily consisting of three (3) shifts per day and made known to the Agency for monitoring purposes;

The Supplier shall provide the necessary prescribe firearms and ample rounds of ammunition to the guards assigned to the Entity aside from the whistle, night stick and tear gas and all must be in complete uniform while on duty;

The Entity shall furnish the Supplier copies of written instructions/order (**Standard Operating Procedures for the Security Guards and Schedule of Requirements**) to be followed or implemented by the guards for compliance and in regard to the specific task, the Supplier will then so require the guards to follow and enforce all written orders and instructions aside from other duties as normally required under the Implementing Rules and Regulations of RA 5487 as amended;

The Entity shall have the right to request for replacement of any guard whose behavior, conduct, appearance, and performance is not satisfactory;

The Supplier shall assume no responsibility if loss or damage occurred due to force majeure or fortuitous event or any of the following conditions:

1. Where the loss occurred inside a closed and/or locked warehouse, office, room, and/or building under normal conditions and the guards has no access to it except wherein it was forcibly opened and that said loss is reported to the guards upon discovery;

2. Where property claimed have been lost or damaged was kept in an open or storage and was not duly turned over to the Supplier or its authorized representative for physical inventory and proper recording, or although not kept in an open space for storage, have been issued to the Entity's employee who, therefore, become directly responsible for their use, care, and safekeeping;

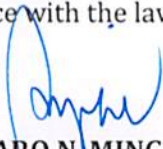
3. Where loss was the result of any or all of the following: mob violence, tumultuous affrays, act of dissidence, war, insurrection or revolution, demonstrations and or/rallies;


The Entity oblige itself to report in writing within twenty-four (24) hours upon discovery to the Supplier the occurrence of any compensable loss or damage to the Entity's properties. After thorough investigation by the proper authorities and was established that loss was due to the negligence of the Supplier or its employ, it has the right to deduct any amount from the billing of the Supplier corresponding to the cost of loss or damaged property. However, personal effects or properties of individual person, and/or employee left anywhere inside the Entity's premises are excluded from the coverage of this contract;

The Supplier agrees to hold the Entity entirely free from liability cause or courses of action or claim which may be filed by the guard by reason(s) affecting Workmen's Compensation. Minimum Wage Law, SSS and Medicare Acts, and other laws or social legislation now enacted. Provided, finally that should additional fringe benefits in the minimum wage be increased by law or duly constituted authorities during the effectivity of this contract, the Supplier and the Entity shall endeavor to negotiate on a best effort basis the adjustment of the agreed contract rate;

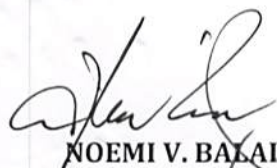
The contract will be executed and shall remain in full force and effect for a period of **one (1) year** commencing from **January 1, 2021 and ending on December 31, 2021**. Any termination of this contract by any parties before the expiration for any cause shall take effect only after fifteen (15) days from receipt of the other party of a written notice of termination.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


CLARO N. MINGALA
OIC, Executive Director
PHILIPPINE CARABAO CENTER


RAMIR JAMES B. BERNAL
Assistant General Manager
MILITANT SECURITY SERVICES

Signed in the Presence of:


NOEMI V. BALAIS
Head, BAC Secretariat


Witness (for MILITANT SECURITY SERVICES)


EDUARDO P. DALUSONG
Head, General Services Section

Certified Funds Available:

CHERRY PEARL C. RIVERA
Accountant III

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ACKNOWLEDGMENT

Republic of the Philippines)
CABANATUAN CITY)

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Com Tax Cert. No./ID	Date/Place Issued
CLARO N. MINGALA RAMIR JAMES B. BERNAL	ID No. 960099	

Known to me to be the same persons who executed the foregoing instrument and acknowledgement that the same is their own voluntary act and deed.

This instrument of five (5) pages including this page wherein this Acknowledgment is written and signed by the parties and their instrument witness on each and every page hereof.

WITNESS MY HAND AND SEAL, this JAN 07 2021 day of _____ 2021 at CABANATUAN CITY, Philippines.

ANTONIO R. GALANG
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2021
 PTR NO. CBN- 1462061 / Jan. 4, 2021
 IBP NO. 103157 / JANUARY 4, 2020
 BOTH ISSUED BY CABANATUAN CITY
 SC ROLL NO. 23335
 TIN: 193-344-364
 NOTARIAL COMMISSION NO. 11-20
 MCLE NO. VII-0000136/VALID UNTIL APRIL 4, 2025

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 Series of 2021

[Handwritten signatures in blue and green ink]