

August 29, 2024

NOTICE OF AWARD

Subject: ITB No. : 2024-06-079
Project Title : 2024 Security Services for PNOC Energy Supply Base

Attention: **MR. ARSENIO D. SY**
President and General Manager
Eliteblue Security Specialist, Inc.

Dear Mr. Sy:

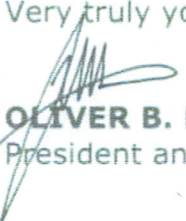
This is to advise Eliteblue Security Specialist, Inc. on the acceptance of its bid to undertake the aforementioned project in the amount of *Three Million Three Hundred Thirteen Thousand Three Hundred Sixty-Two Pesos and 92/100 (PhP 3,313,362.92)*, in accordance with our Invitation to Bid Dated July 2, 2024.

Contract Duration : September 16, 2024 to December 31, 2024
(pro-rated subject to actual start of the contract)

Please be advised that the performance security shall be submitted to the Company within ten (10) days from receipt of Notice of Award.

Kindly signify your agreement by signing on the space provided for below and return the original copy to us.

Very truly yours,



OLIVER B. BUTALID
President and CEO

CONFORME:



(Signature over Printed Name)

Sept. 5, 2024

(Date)

September 13, 2024

MR. ARSENIO D. SY

President and General Manager

ELITEBLUE SECURITY SPECIALIST INC.

Unit 2 24K Mansion, #45 Timog Ave. cor. Scout Tuason

Brgy. South Triangle, Quezon City

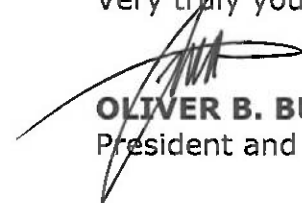
NOTICE TO PROCEED

This is to advise you that your offer for **2024 Security Services for PNOC Energy Supply Base** with ITB No.: 2024-06-079, amounting to **Three Million Three Hundred Thirteen Thousand Three Hundred Sixty-Two Pesos and 92/100 (PhP 3,313,362.92)** has been accepted by the Company.

You are hereby directed to proceed with the services from September 16 to December 31, 2024.

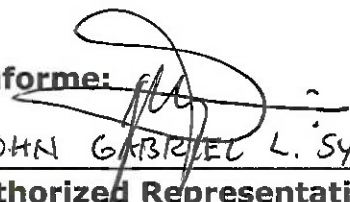
The contract agreement to this effect shall be transmitted.

Very truly yours,



OLIVER B. BUTALID
President and CEO

Conforme:



JOHN GABRIEL L. SY

Authorized Representative

Sept. 14 2024

Date

DRS.PNOC.COM.PH PROCMD

2024-0905-0001-5773

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EXECUTION COPY
FCE No. 091224-2132 *g*

**CONTRACT FOR 2024 SECURITY SERVICES
FOR PNOG ENERGY SUPPLY BASE**

KNOW ALL MEN BY THESE PRESENTS:

09 OCT 2024

THIS CONTRACT made the _____ day of _____ 20____ between:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a government-owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 334, as amended, with principal business address at PNOG Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **OLIVER B. BUTALID**, and hereinafter referred to as the "**COMPANY**";

-and-

ELITEBLUE SECURITY SPECIALIST INC., a corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with registered address at Unit 2, 24K Mansion, Timog Ave. cor. Scout Tuason, South Triangle, Quezon City, represented herein by its Managing Director, **JOHN GABRIEL L. SY** and hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the COMPANY invited Bids for certain goods and ancillary services, particularly for the 2024 Security Services for PNOG Energy Supply Base and has accepted a Bid by the CONTRACTOR for the supply of those goods and services in the sum of **THREE MILLION THREE HUNDRED THIRTEEN THOUSAND THREE HUNDRED SIXTY-TWO PESOS AND 92/100 (Php3,313,362.92)** inclusive of Value Added Tax (VAT) if any, and all applicable taxes, which cover all labor cost and cost of supplies, materials and equipment for the above specified services for a period of three and a half (3 1/2) months, from September 16, 2024 to December 31, 2024 (pro-rated subject to actual start of the contract).

The said amount is broken down as follows:

Amount due to Guard	Php2,363,583.60
Amount due to Government	Php343,418.04
Administrative Fee	Php606,361.28

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

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1. In this Contract 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 the Republic Act No. 9184, shall be deemed to form and be read and construed as integral part of this Contract, viz:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. 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 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 payments to be made by the COMPANY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the COMPANY to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Ligated damages are one tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay until actual delivery or performance.

5. The COMPANY hereby covenants to pay the CONTRACTOR the Contract Price or such other sum as may become payable under the provisions of the Contract.



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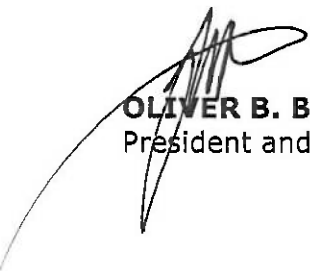
IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE NATIONAL OIL COMPANY

ELITEBLUE SECURITY SPECIALIST, INC.

By:

By:


OLIVER B. BUTALID
President and CEO


JOHN GABRIEL L. SY
Managing Director

SIGNED IN THE PRESENCE OF:


Engr. C.B. Pena


Cindy J. Jalla

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are delivered to the Project Site. Risk and title will pass from the Contractor to the Company upon receipt and final acceptance of the Goods at their final destination.</p> <p>The delivery terms applicable to this Contract are delivered to:</p> <p style="text-align: center;">PNOC Energy Supply Base Mabini, Batangas</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Company's Representative at the Project Site is:</p> <p style="text-align: center;">Engr. Carlito B. Pena Manager – Energy Supply Base</p> <p>Incidental Services –</p> <p>The Contractor is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this



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- service shall not relieve the Contractor of any warranty obligations under this Contract; and
- e. training of the Company's personnel, at the Company's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Contractor for incidental services and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

Spare Parts -

The Contractor is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:

- a. such spare parts as the Company may elect purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Company of the pending termination, in sufficient time to permit the Company to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Company, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **one (1) year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order.

Packaging -

The Contractor shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without



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limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Company.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

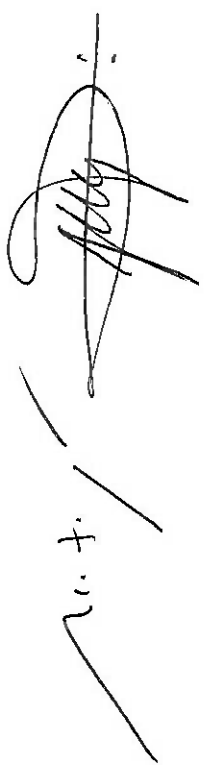
A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Contractor is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

Where the Contractor is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Contractor, and related costs shall be included in the contract price.

Where the Contractor is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of

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	<p>Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Company accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Company until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights -</p> <p>The Contractor shall indemnify the Company against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows: The COMPANY agrees to pay the CONTRACTOR within thirty (30) calendar days upon issuance of Billing Statement or Invoice, acceptance of work/submission of complete and correct supporting documents.</p>
3	<p>Performance Security</p> <p><u>Surety Bond (callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such)</u> - Thirty percent (30%) of Total Contract Cost or Php994,008.88</p> <p><u>Bank Draft/Guarantee, Irrevocable Letter of Credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</u> - Five percent (5%) of Total Contract Cost or Php165,668.15</p> <p><u>Cash, Cashier's/Manager's Check confirmed by a Universal or Commercial bank</u> - Five percent (5%) of Total Contract Cost or Php165,668.15</p>

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6	Liquidated Damages: One Tenth (1/10) of one percent (1%) of the cost of unperformed portion for everyday of delay until actual delivery or performance.
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