(190452)

CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this	day of	, 2019 at Pasay City
Philippines, by and between:		

The CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM), a government instrumentality attached to the Department of Trade and Industry (DTI), with principal address at Golden Shell Pavillion, Roxas Boulevard corner Gil Puyat Avenue, Pasay City, represented herein by its Executive Director, PAULINA SUACO-JUAN, hereinafter referred to as the "PROCURING ENTITY":

-and-

The CATALINA SECURITY AGENCY, a duly licensed Security Agency, duly organized and existing under the laws of the Republic of the Philippines, with office address at 626 G. Araneta Ave., Quezon City, herein represented by its **Proprietor**, **PLACIDO Q. URBANES**, **III**, and hereinafter referred to as the **AGENCY**;

-WITNESSETH That-

WHEREAS, CITEM needs to engage the services of a duly licensed and qualified contractor for the Hiring of Official Security Services Provider for CITEM Office and its Trade Fair Events from July 2019 – June 2020 and maybe renewed for two yearly contract subject to performance evaluation at the end of each year of services;

WHEREAS, the Center for International Trade Expositions and Missions Bids and Awards Committee (CITEM-BAC) has conducted PUBLIC BIDDING in accordance with Section 2 in relation to Sec. 10 of RA 9184 for the purpose of obtaining the best possible advantages in the form of the lowest price possible for the above-mentioned works without, however, sacrificing quality.

WHEREAS, the submission of invitation to bid was conducted last 11 April 2019 wherein only one (1) bidder quoted a bid price;

WHEREAS, the BAC designated a Technical Working Group to conduct the post qualification of the above requirement, wherein the latter submitted a post qualification report to the former for consideration:

WHEREAS, the **PROCURING ENTITY** is desirous of securing its property against theft, pilferage, robbery, arson and all other acts against property by strangers or malefactors;

WHEREAS, the AGENCY has offered its services to guard and protect the property of the PROCURING ENTITY against theft, pilferage, robbery, arson and all other acts against property by strangers or malefactors, and the PROCURING ENTITY has accepted the AGENCY'S offer;

WHEREAS, the BAC reviewed the post qualification report submitted by the Technical Working Group, and it was found that CATALINA SECURITY AGENCY is substantially compliant for the above-mentioned requirement;

WHEREAS, upon careful examination and evaluation last 11 June 2019, the CITEM-BAC found and declared CATALINA SECURITY AGENCY as the Official Security Services Provider for CITEM Office and its Trade Fair Events from July 2019 to June 2020 and maybe renewed for two yearly contract subject to performance evaluation at the end of each year of services;

NOW, THEREFORE, for and in consideration of the above premises, as well as the terms and conditions hereinafter set forth, the Parties hereto have mutually agreed as follows:

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- AGENCY shall provide the PROCURING ENTITY, at the initial implementation of this
 contract, a new set or pool of qualified, bonded, uniformed and armed security guards,
 subject to regular evaluation and performance.
- That, the AGENCY, whenever required and as the need arises, shall replace the Security Guards assigned to the PROCURING ENTITY with the qualifications prescribed in the Terms of Reference or Technical Proposal (Annex 4), every six months after conduct of evaluation and performance.
- The AGENCY shall provide at its expense the necessary firearms and ammunitions and other supplies, tools and items mentioned in Annex 3 to the security guards assigned to the PROCURING ENTITY.
- 4. It is expressly understood herein that guard/s of the AGENCY are not employees of the PROCURING ENTITY and as such the AGENCY shall be responsible for claims against personal injury or damage caused by or to the security guards where such injury or damage arose out of and in the course of the performance of security functions and duties. There shall be no employer-employee as well as agency relationship between PROCURING ENTITY and the AGENCY and the latter's guards assigned to the PROCURING ENTITY. It is expressly understood and agreed that the guards assigned by the AGENCY to the PROCURING ENTITY are employees of the former, as such, the AGENCY warrants and undertakes to be responsible for the payment to said guards which they are entitled under the law.
- · 5. The AGENCY as employer of the security guards shall retain and exercise the sole, exclusive and absolute right to rotate, re-assign, suspend, lay-ciff, terminate and/or impose disciplinary measures, direct and control the services and determine the wages, salaries and compensation of the security guards who shall be assigned by the PROCURING ENTITY; provided that the wages, salaries and compensation shall be in compliance and in accordance with the existing minimum wage law and other labor laws; provided further however, that the rotation, reassignment, suspension, lay-off, termination or imposition of disciplinary measures on the security guards by the AGENCY shall not affect the performance by the AGENCY of its obligations and undertakings under this contract; provided further that such rotation or reassignment shall have proper coordination with the PROCURING ENTITY and mutual agreement by both parties. The PROCURING ENTITY shall have the right to request in writing on the replacement of the assigned guards, whenever necessary, to cope with the security and protection requirements of the PROCURING ENTITY. For its part, the AGENCY shall provide and assign the additional or replacement of security guards within five (5) working days from receipt of such written request from the PROCURING ENTITY.

The AGENCY shall be responsible for such losses or damages which are due solely to the negligence of the guards. In case of such loss or damage, written notice of loss or damage should be given to the AGENCY within forty-eight (48) hours from the time of occurrence. The PROCURING ENTITY agrees to have the AGENCY properly represented in any investigation that will be conducted where the responsibility of the AGENCY is at stake. If after investigation it is established beyond reasonable doubt that the loss/damage incurred by the PROCURING ENTITY is attributed solely to the fault or negligence of the guard/s without any contributory negligence on the part of the PROCURING ENTITY, the AGENCY agrees to restore, indemnify, and pay for such loss or damage. The AGENCY, however, shall not be liable if the loss/damage is due to or occasioned by any of the following:

- Force majeure or fortuitous event or any acts of God;
- Negligence on the part of PROCURING ENTITY or any of its personnel or employees;
- The lost/damaged property was not properly accounted for by both the AGENCY and the PROCURING ENTITY or by their duly authorized representatives;
- d. When the loss or damage occurred inside a closed house, structure, office, room, building or warehouse where the guards of the AGENCY are not allowed or have no access to, unless there are clear sign of forcible entry in areas within sight of the guards;

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 When the lost or damaged property is pocketable or easily transported or concealed or which cannot be considered as bulky such as, but not limited to, pocket calculator, jewelries and cash;

In this case employees shall be required to voluntarily declare and register with the guards all their personal belongings like calculators and other pocketable items upon entry otherwise; the same shall not be allowed out after office hours by security guards without written clearance from the management.

Likewise, employees of the PROCURING ENTITY shall be required to keep all pocketable items like calculator, jewefries and cash inside their closed and locked drawers when leaving offices their respective areas for some time i.e. conferences and snack time, and during departure time in the afternoon to avoid unseen loss, damage or losses of said items. The AGENCY will not be held responsible for cash and jewelries left and lost inside an employee's drawer.

- f. When the PROCURING ENTITY's lost/damaged properties were issued to its official/employee for his/her use, care and safekeeping and the said properties were not properly endorsed to the AGENCY's guards or representatives;
- g. When the lost/damaged properties belong personally to the official/employee of the PROCURING ENTITY;
- h. When the loss or damage is due to or the result of orders of the PROCURING ENTITY beyond the scope of this Contract.
- 7. The PROCURING ENTITY, due to the nature of its business operations, may cause the AGENCY to absorb and retain some or any particular guard upon verbal notice and reserves the right to reduce or increase the number of guards or replace all followed by formal writing the same as exigency/ies of its operations may require and such absorption, reduction, increase or replacement shall become effective 24 hours after notice thereof is given by the PROCURING ENTITY to the AGENCY. Additional guards shall be made available to Procuring Entity for special occasions upon sufficient notice in writing to the AGENCY.
- 8. The PROCURING ENTITY shall require periodically the AGENCY to submit proof and documents to validate their compliance with payments due to the Government and to their guards such as monthly payroll and pay slips, remittances of contributions to SSS, Pag-ibig, Philhealth etc., together with the AGENCY's monthly billing statement. The AGENCY shall attach and certify that said security guards are paid regularly in accordance with minimum wage and existing labor laws and standards.
- 9. The PROCURING ENTITY may at any time, and at any instance, conduct an inquiry and/or conduct an investigation on a complaint by any security personnel of the AGENCY assigned to the PROCURING ENTITY regarding any violation of minimum wage law and other existing labor laws without prejudice of filing the appropriate case in the NLRC or any labor body. Should the results of the inquiry or the investigation found to have basis or meritous, it is understood that the AGENCY have deemed violated this contract, and that the PROCURING ENTITY has the right /cause to terminate the contract and may consider any prima facie evidence against the AGENCY of its violation a cause to recade/terminate the contract. Further, the decision of the PROCURING ENTITY shall be final and binding.
- 10. All security guards assigned by the AGENCY under this contract shall exclusively be its employees, and as their employer, shall comply with the laws related to their employment, including the SSS, Philhealth, and Pag-ibig. AGENCY shall hold the PROCURING ENTITY free from any claims of security guards related thereto.
- 11. The AGENCY shall maintain effective discipline and full control and supervision over its security guards assigned under this contract as well as the manner of performance of their duty. Moreover, the AGENCY binds itself to cause the implementation or enforcement of any and all written rules, regulation or directives issued by the procuring entity or his representative (copies hereof shall be furnished to the Agency's office and sufficient time should be given to the Agency to relay/inform the guards regarding the rules, regulations or directives). In case of emergency or immediate need for the services of the security guards, the PROCURING ENTITY, through any of its authorized ranking official/s may issue direct orders for compliance by the security guards.

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12. The AGENCY hereby assumes full responsibility for the loss of properties of the client where the guard is posted, by way of thievery, pilferage, damage, robbery and vandalism. and other unlawful acts, provided however, that the loss has been attributable to the fault of the guards, with credible and legitimate incident report surrounding the alleged losses. of items/goods or materials. This incident report shall be collaborated by the result and recommendation of the formal-written police investigation report, if needed, and indorsed by the client, or his representative to the president of the AGENCY.

All circumstances surrounding the loss/disappearance of the items/property of the client which are inherently due to overt acts shall be the tiability of the guards. Examples of overt acts are as follows: the client representative(s) or employees called the attention of the guard(s) to apprehend the thieves or shoplifter(s) but the guard(s) failed to arrest/apprehend the suspect(s); all "proofs of force entry" such as bolt cutting, destruction of doors, cutting of fences, walls of the stores, bodiega, warehouse or building whereby the guard(s) failed to neutralize, apprehend and arrest the suspect(s).

All circumstances surrounding the losses disappearance of the items / property of the client which are inherently due to covert acts shall be the liability of the direct custodian of the same. Examples of covert acts are as follows: items or property of the client which are reportedly lost or disappeared without credible narrative reports of the disappearance of goods or items which are declared lost, but there is no evidence that same have been especially entrusted to the guards, all forms of mysterious disappearances of items or goods which are self-declared by the person or officer who has the sole knowledge of such items or goods where they are stored kept/displayed.

The AGENCY shall not, however, be answerable for any loss sustained by any employee or officer of the PROCURING ENTITY in places where the guards have no contact or access to. Losses due to fortuitous events, to include foreseen events but inevitable, and acts of God, shall not be the responsibility of the guards, and the AGENCY shall not be held answerable for losses of jewelries and personal belongings of the personnel and visitors not held in trust to the security guards. Provided, however, that after or during such events, the guards of the AGENCY shall have secured the PROCURING ENTITY's properties. Lost or damaged properties for which the AGENCY is liable shall be evidenced by the inventory of properties, property gate pass, or written entries in logbooks maintained by the property custodian, section head or guards or the person primary accountable for such item(s), a copy whereof shall be furnished to the AGENCY for reference. Provided further that the Procuring Entity will report to the AGENCY such loss/es within 24 hours from discovery thereof by the PROCURING ENTITY or the latter's representative and appropriate claims by written notice is made by the Procuring Entity to the AGENCY.

- 13. The AGENCY shall submit a security plan to the PROCURING ENTITY upon signing of contract and the latter shall be consulted on security matters and the duly designated Procuring Entity's Security Officer or HRD officer or admin officer shall recommend measures to improve security in coordination with the AGENCY. The recommendation shall be in formal writing.
- 14. Any request of the PROCURING ENTITY for replacement, hiring, posting, etc. of security guards shall be acted upon immediately. Recommendation of the PROCURING ENTITY to retain or absorb certain security guard/s with good track record should be given due consideration by the AGENCY,
- 15. Whenever necessary or at the end of every quarter, there shall be a constant dialogue between the AGENCY and the PROCURING ENTITY to thresh out any problems on security matters as well as to recommend measures to improve security services.
- 16. AGENCY shall provide client with the copies of the Biodata and other required documents of the guards assigned to the PROCURING ENTITY wherein it can evaluate/choose from prior to or side-by-side with an interview. An immersion process for a minimum of one week shall be made as a pre-requisite in the evaluation process prior to the regular posting or the turn-over from the existing security provider to the AGENCY.





- 17. This contract shall have the force and effect from July 2019 June 2020, unless either party for cause embodied in this contract terminates the same by written notice to the other party at least thirty (30) days in advance. Failure to notify the AGENCY as forestated shall make the PROCURING ENTITY liable for the service fees for the remaining duration of the contract.
- 18. For and in consideration of the services to be rendered by the AGENCY to the PROCURING ENTITY, the latter shall during the term of the Contract pay to the Agency the sum of FOUR MILLION THREE HUNDRED FORTY ONE THOUSAND FIVE HUNDRED EIGHTY SEVEN AND 40/100 (Php4,341,587.40) for the period July 2019 to June 2020. The actual amount of payment shall be based on the actual number of hours of services rendered by the guards to the PROCURING ENTITY. Annex 6 shows the breakdown of the contract cost and the rates of the Agency per guard that will be followed in the contract.
- 19. in case of additional security guards for the Trade Fair Events of the Procuring Entity, the same rates shall apply. However, the total additional cost shall not exceed the approved budget for each event as follows:

Project/End-User Unit

Approved Budget

Create Phils. (Sept.)
Manile FAME (Oct.)
Other Projects/Contingency

PHP 50,000.00 250,000.00 200,000.00

20. This contract shall be subject to other terms and conditions as provided for in the TOR and its Annexes hereof, which shall form an integral part of this contract.

DOCUMENTS COMPRISING THE CONTRACT

The following are hereby made integral parts of the Contract by reference in so far as they are not inconsistent with any of the condition hereof:

ANNEX "1" - General Conditions of the Contract

ANNEX "2" – Special Conditions of the Conditions of the Contract

ANNEX "3" - Schedule of Requirements

ANNEX "4" - Technical Proposal of AGENCY

ANNEX "5" - Notice of Award

ANNEX "6" - Financial Proposal of AGENCY/ And Breakdown of Contract

Cost

ANNEX "7" - BAC Resolution awarding the

Project

ANNEX "8" - Performance Bond

ANNEX "9" - Summary of Contract Cost

21. It is further agreed by both parties that should the client fail to pay the AGENCY for the services rendered for seven (7) consecutive monthly pay periods such will be sufficient cause for the AGENCY to terminate the contract by written notice to that effect at least one (1) month in advance, and pull out its security guards.

The **PROCURING ENTITY** shall in no case arbitrarily withhold in whole or in part, payment or any billing/s or deduct the cost of any lost or damaged property from the billing of the **AGENCY** without a written notice of the former.

- 22. The **PROCURING ENTITY** hereby agrees to pay the monthly billing rate within thirty (30) days upon receipt of the statement of accounts.
- 23. In the event that a new law, presidential decree, executive order, letter of instruction, regulation, ordinance, and other issuance is enacted by any competent government agency or instrumentality which modifies, amends, alters or revises the rules or regulations with respect to the minimum wage, SSS, ECC, Medicare, Pag-ibig and other employee benefits to include, additional compensation, allowances and bonuses, then

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the rates as herein stipulated in Annex 6 may be adjusted accordingly, except for the administrative and profit margin (which shall remain the same throughout the duration of the contract), to conform with the newly mandated wages and benefits as amended by such new law, presidential decree, letter of instructions, regulation, ordinance and other issuance. Special non-working holidays likewise proclaimed thru Executive Orders shall entitle the agency automatic rate adjustment.

24. This contract shall be effected as follows:

DURATION

July 2019 - June 2020

And maybe renewed for two yearly contract subject to regular performance evaluation of the services of the AGENCY by the PROCURING ENTITY, unless written notice of termination shall have been given by one party to the other party at least thirty (30) days prior to the expiration of the period agreed and or stipulated upon.

25, Pre-Termination Clauses:

PROCURING ENTITY and/or the AGENCY have the right to pre-terminate this Contract prior to its expiration in any of the following causes:

- a. Guards are asked to perform functions beyond the scope of their duty as stipulated in the contract; to include illegal acts;
- b. The PROCURING ENTITY failed to pay the AGENCY for the services rendered for Seven (7) consecutive monthly pay periods, such will be sufficient cause for the AGENCY to terminate contract by written notice within 30 calendar days to that effect; and
- violation of any provision/s of this contract

PERFORMANCE SECURITY



Within ten (10) calendar days after the AGENCY'S receipt of the Notice of Award of Contract, or after the renewal of the contract, the AGENCY shall furnish the PROCURING ENTITY a Performance Security in the amount specified in Section 39.2 on IRR of RA 9184 and a Certification from the Bank that guards to be assigned to CITEM are enrolled in ATM facility as mode of payment of their salaries.

- The proceeds of the Performance Security shall be payable to the PROCURING ENTITY
 as compensation for any loss resulting from the AGENCY'S failure to complete the
 obligations under the Contract.
- The Performance Security shall be denominated in Philippine Peso and shall be in its entirety in any of the following forms and amount:
 - a) Cash, manager's check, cashier's check Php217,079.37
 Bank draft or irrevocable Letter of Credits
 issued by a reputable bank (5%)
 - b) Bank Guarantee confirmed by a local bank(5%) Php217,079.37
 - c) Surety bond, callable on demand issued by Php1,302,476.22 GSIS or any private surety bond company (30%)
- The Performance Security shall be valid until issuance by the Procuring Entity of the Certificate of Final Acceptance as stated in Section 39.3 of IRR of RA 9184.
- The Certificate of Release of Performance Security shall be released to the AGENCY after issuance of Final Acceptance by the PROCURING ENTITY provided that the latter has no claims for filed against the AGENCY by a reputable bank or surety company.
- In case the PROCURING ENTITY requested for additional number of security personnel
 for its trade fair events, the AGENCY shall post an additional performance security
 following the form and amount as prescribed in Section 39.2 of IRR of RA 9184 to cover
 the cumulative increase of security personnel.

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The failure of AGENCY to materially comply with any of the requirements despite 7. notification of non-compliance with the Contract shall constitute sufficient grounds for declaring the AGENCY as non-performing, leading to termination of the Contract and the forfeiture of the Performance Security.

TAXES AND DUTIES

1. Tariffs, taxes, charges and duties applied for and made applicable directly by the government upon the service to be rendered under the agreement shall be for the account of the AGENCY and deemed to have been included in the bid proposal. No request for revision of prices and claims by the AGENCY for the reason that such taxes or duties were not included in the bid price for any reason shall be entertained.

PENALTY FOR DELAY/BREACH

- 1. It is hereby understood that should the authorized representative of the PROCURING ENTITY refuse to accept delivery from the AGENCY for any unjustified reason to be determined by the arbitrators, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date the AGENCY actually delivered the items at the subject office.
- If the AGENCY fails to deliver any or all of the Goods or perform the services within the period specified in Schedule of Requirement, the PROCURING ENTITY, upon written notice and without prejudice to other remedies provided under this Contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to ONE TENTH OF ONE PERCENT (0.1%) of the total value (including handling charges) of the delayed Goods or the unperformed portion for each day of delay until actual delivery/performance. maximum amount of liquidated damages shall not exceed Ten percent (10%) of the total Contract Price, in which event the PROCURING ENTITY shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid,

TERMINATION OF THE CONTRACT

The PROCURING ENTITY may terminate this Contract if the AGENCY does not show satisfactory performance in the delivery of services with acceptable quality based on the Specifications and standards, after previous written warning/notice, PROVIDED that such termination shall not be construed as waiver of the AGENCY's liabilities and the PROCURING ENTITY's right to recover the value of payments plus damages under this Contract.

1.1. TERMINATION FOR DEFAULT

The PROCURING ENTITY, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the AGENCY, may terminate this Contract in whole or in part:

- If the AGENCY fails to deliver any or all of the Goods or perform the services within the period(s) specified in the Contract, or within any extension thereof granted by the PROCURING ENTITY; or
- b. If the AGENCY fails to perform any other obligation(s) under the Contract;
- If the AGENCY, in the judgment of the PROCURING ENTITY, has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the PROCURING ENTITY, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the PROCURING ENTITY of the benefits of free and open competition.

In the event the PROCURING ENTITY terminates the Contract in whole or in part, the PROCURING ENTITY may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the AGENCY shall be liable to the PROCURING ENTITY for any excess costs for such similar Goods and Services. However, the AGENCY shall continue performance of the Contract to the extent not terminated.

1.2. TERMINATION FOR INSQLVENCY

The PROCURING ENTITY may at any time terminate the Contract by giving written notice to the AGENCY if the AGENCY becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the AGENCY, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PROCURING ENTITY.

1.3. FORCE MAJEURE

- Notwithstanding the provisions of Article 13 of GCC, the AGENCY shall not be liable for forfeiture of its Performance Security Liquidated Damages or Termination for Default if the delays in performance or failure to perform its obligations under the Contract is the result of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of the AGENCY and not involving the AGENCY's fault or negligence. Such events may include, but are not restricted to, wars and revolutions, fires, flood, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure arises, the AGENCY shall promptly notify the PROCURING ENTITY in writing of such condition and the cause thereof. Unless otherwise directed by the PROCURING ENTITY in writing, the AGENCY shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

ARBITRATION

 In case of a dispute between the PROCURING ENTITY and the AGENCY, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Atternative Dispute Resolution Act of 2004."

ADDITIONAL PROVISIONS

- There shall be no escalation of rates during the duration of the Contract.
- 2. This contract shall be governed by and construed in accordance with the laws of the Philippines.
- 3. In the event any of the parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions of this contract, the parties hereby agreed that any such proceedings shall be brought exclusively in the proper courts of Pasay City.
- 4. No amendment in or modification of the terms of this Contract shall be made except by written agreement signed by the parties.

SEP 25 200

IN WITNESS WHEREOF, the parties have hereunto signed this instrument this SAY CITY , 2019 Pasay City, Philippines CENTER FOR INTERNATIONAL TRADE CATALINA SECURITY AGENCY EXPOSITIONS AND MISSIONS By: A SUACO PLACIDO Q. URBANES, III Proprietor Executive Director Signed in the presence of: ATTY. ANNA GRACE I. MARPURI 144170OIC-DM, Corporate Services Dept. Witness Witness OIC-Controllership Witness ACKNOWLEDGMENT SEP 25 2019 ay of Before me a notary public for and in this 2019, personally appeared: DATE & PLACE OF COMPETENT EVIDENCE OF NAME ISSUE/VALID UNTIL IDENTITY PAULINA SUACO-JUAN 33-603 8500-6 eaution office PLACIDO Q. URBANES, III Known to me to be the same persons who executed this Contract consisting of nine (9) pages including this Acknowledgement, and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent. IN WITNESS WHEREOF, I hereunto sign my name and affix my_notarial seal this _ Philippines. day of <u>SEP 7 5 1941</u>, 2019 in ___ NOTARYEUDI Doc. No. Page No.

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CAF Form No	-
Nator OE August 2019	

CERTIFICATE of AVAILABILITY of FUNDS

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount of FOUR MILLION THREE HUNDRED FORTY ONE THOUSAND FIVE HUNDRED EIGHTY SEVEN AND 40/100 (PHP4,341,587.40) for payment to CATALINA SECURITY AGENCY, as the Official Security Services Provider for CITEM Office and its Trade Fair Events from July 2019 to June 2020.

This Certification is being issued for whatever legal purpose it may serve.

MALERNA C. BUYAO OIC, Controllership Division

Reference:	10	04	5	2
Contract #	12	0 +		<u> </u>
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