



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

NOTICE TO PROCEED

Date: February 06, 2025

Mr. PERCIVAL STO TOMAS
Itawes Security Proactive Agency, Inc.
#18 Mabini St. Sta Lucia
Novaliches, Quezon City
Ispai2008@gmail.com

Dear Mr. Sto Tomas:

The attached Contract having been approved, notice is hereby given to **Itawes Security Proactive Agency, Inc.** that work may commence for the project: **Procurement of Security Services for the Philippine Normal University Manila Campus for FY 2025** effective after the receipt 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 Chair, Bids and Awards Committee.

Very truly yours,
By Authority of the Board of Regents


BERT TUGA
University President

I acknowledge receipt of this Notice on (date of receipt) 02-17-25

Name of the Representative of the Bidder: RANDY M. MURGAY

Authorized Signature: 



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

PROJECT: Procurement of Security Services for the Philippine Normal University Manila Campus for FY 2025

CONTRACT NO: 25-02-0034


FROLAN M. ALMAZAN
WITNESS


RANDY M. FURIGAY
SUPPLIER


LORDIMIO A. VERGARA
PEA


BERT J. TUGA
PRESIDENT

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made the 10 FEB 2025 day of February, 2025 between the **PHILIPPINE NORMAL UNIVERSITY (PNU)** of the Philippines represented herein by its President **Dr. BERT J. TUGA**, with Office address at PNU, Taft Avenue, City of Manila, hereinafter called the **"ENTITY"** of the one part and **ITAWES SECURITY PROACTIVE AGENCY, INC.** represented by its Security Executive Director, **Mr. RANDY M. FURIGAY**, duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at #18 Mabini St., Sta Lucia, Novaliches, Quezon City, hereinafter called the **"SUPPLIER"** of the other part.

WHEREAS, PNU addresses the safety and security of the community;

WHEREAS, the safety and security of the community through the provision of security services, through the agencies that possess the technical expertise, management and capability in handling safety and security situations, and are well equipped to provide solutions to safety and security concerns;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of Security Services for the Philippine Normal University Manila Campus for FY 2025 (GD 2024-11-128)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seventeen Million Four Hundred Ninety-Two Thousand One Hundred Fifty-Two pesos and 37/100 only (₱ 17,492,152.37)**, 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.:
 - (a) 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
 - (b) 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;



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(c) Performance Security;

(d) Notice of Award of Contract; and the Bidder's conforme thereto; and

(e) 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 sum of **Seventeen Million Four Hundred Ninety-Two Thousand One Hundred Fifty-Two pesos and 37/100 only (₱ 17,492,152.37)** or such other sums as may be ascertained, **Itawes Security Proactive Agency, Inc.** agrees to **Procurement of Security Services for the Philippine Normal University Manila Campus for FY 2025** in accordance with his/her/its Bid.

4. The Philippine Normal University agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

WHEREAS, the **CONTRACTOR** has offered his services to **ENTITY** and the latter is willing to accept the services of the former under such terms and conditions prescribed under this contract.

WHEREAS, the following documents, hereinafter referred to as Contract Documents, shall be deemed integral parts of this Contract, as fully as if hereto attached or herein stated, and shall continue to govern and control in full force and effect, the rights and obligations of the parties as if the documents were set forth in full, except as otherwise modified by mutual agreement in writing of both parties, to wit;

Annex "A" Settlement of Disputes

Annex "B" Termination of Contracts

This Agreement becomes binding and valid upon approval by the proper authorities.

[Signature]
FROLAN M. ALMAZAN
WITNESS

[Signature]
RANDY M. FRIGAY
SUPPLIER

[Signature]
LORDINIO X. VARGARA
PEA

[Signature]
BERT J. TUGA
PRESIDENT



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

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.

ITAWES SECURITY
PROACTIVE AGENCY, INC.

RANDY M. FURIGAY
Security Executive Director

FROILAN M. ALMAZAN
Staff Director for Administration
Witness

REPUBLIC OF THE PHILIPPINES
PHILIPPINE NORMAL UNIVERSITY

bert j. tuga
President

LORDINIO A. VERGARA
Vice President for
Finance and Administration
Witness

CERTIFICATION AS TO AVAILABILITY OF FUNDS

RONNIE B. PAGAL
Accountant IV



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

REPUBLIC OF THE PHILIPPINES)
CITY OF **TUGUEGARAO CITY**) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public this 10 FEB 2025 day of 2025 at the City of Manila, personally appeared:

Name
1. BERT J. TUGA
2. RANDY M. FURIGAY

Gov't. ID No./CTC:
P0712658D
08344694

Issued On/At
Feb. 18, 2019 /Manila
Jan. 3, 2025 /Tuguegarao city

Known to me and to me known to be the same persons who executed the CONTRACT together with the ANNEXES consisting of seven (7) pages including this page of acknowledgement and they acknowledged to me that the same is their free and voluntary act and deed, as well as the free act and deed of the entities they represent respectively.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC
Until 31 December 2025
PTR No. _____

Doc No. 445
Page No. 11
Book No. 3
Series of 2025

ATTY. CHRISTOPHER B. NARAG, CPA
Notario Publico
Tuguegarao City, Cagayan
Until December 31, 2026
Notarial Com. RTC TUG 2025 23
IBP OR No. 494446/Jan. 2, 2025
PTR No. 3522708/Jan 2, 2025
Attorney's Roll No. 64122



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ANNEX A: SETTLEMENT OF DISPUTES

Arbitration

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of a contract covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and this IRR: Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

Appeals

The arbitral award and any decision rendered in accordance with the foregoing Section shall be appealable by way of a petition for review to the Court of Appeals. The petition shall raise pure questions of law and shall be governed by the Rules of Court.


FROLAN M. ALMAZAN
WITNESS


RANDY M. FURIGAY
SUPPLIER


LORDINIO A. VERGARA
VPA


BERT J. TUGA
PRESIDENT



ANNEX B: TERMINATION OF CONTRACTS

GROUNDS FOR TERMINATION OF CONTRACTS

A. Termination for Default

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

- a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- c) The Contractor:
 - i. abandons the contract works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - ii. does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;
 - iii. does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
 - iv. neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
 - v. sub-lets any part of the contract works without approval by the Procuring Entity.

B. Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

C. Termination for Insolvency

The Procuring Entity shall terminate the contract if the Supplier/Contractor/Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier/Contractor/Consultant, 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 and/or the Supplier/Contractor/Consultant.


FROILAN M. ALMAZAN
WITNESS


RANDY M. VIRGAYA
SUPPLIER


LORDINIO A. VERGARA
VPTA


BERT J. TUGA
PRESIDENT



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D. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined *prima facie* that the Supplier/Contractor/Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive and coercive practices;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

E. Termination by Contractor/Consultant

The Contractor may terminate its contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or
- b) The prosecution of the work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.


FROILAN M. ALMAZAN
WITNESS


RANDY M. TURIGAY
SUPPLIER


LORDIN D. VERGARA
VPEA


BERT J. TUGA
PRESIDENT



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE

Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

NOTICE OF AWARD

February 03, 2025

Mr. PERCIVAL STO TOMAS
Itawes Security Proactive Agency, Inc.
#18 Mabini St. Sta Lucia
Novaliches, Quezon City
Ispai2008@gmail.com

Dear Mr. Sto Tomas:

We are pleased to inform you that based on the findings of the Bids and Awards Committee, the contract for **Procurement of Security Services for the Philippine Normal University Manila Campus for FY 2025**, is hereby awarded to **Itawes Security Proactive Agency, Inc.** pursuant of BAC Resolution No. **GD 2024-11-141c** dated **January 21, 2025**.

Thus, notice is hereby given that the contract for the procurement of the project will be awarded to **Itawes Security Proactive Agency, Inc.** in the total amount of **Seventeen Million Four Hundred Ninety-Two Thousand One Hundred Fifty-Two pesos and 37/100 only (₱ 17,492,152.37)**, subject to submission within ten (10) calendar days from receipt hereof a Performance Security, valid until the issuance of the Certificate of Acceptance, in any of the following forms:

- a. Cash or cashier's/manager's check issued by a universal or commercial bank or bank draft/guarantee or 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 equivalent to five percent (5%) of the total contract price (₱ 874,607.62); or
- b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the total contract price (₱ 5,247,645.71); or

as provided under the Revised Implementing Rules and Regulations of Republic Act No. 9184.

Failure to provide the performance security shall constitute ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,
By Authority of the Board of Regents:

acm
BERT J. TUGA
President

Conforme:

frj
BERT J. TUGA
Name of Authorized Representative

02-04-25

Date



PHILIPPINE NORMAL UNIVERSITY
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**BAC Resolution Declaring the Lowest Calculated and Responsive Bidder and
Recommending Approval**

Resolution No. GD 2024-11-128c

WHEREAS, the Philippine Normal University, in compliance with RA 9184, posted/advertised the Invitation to Bid for the **Procurement of Security Services for the Philippine Normal University Manila Campus for FY 2025** on November 12-December 2, 2024 in PhilGEPS, PNU BAC Bulletin Board and PNU Website with an approved budget of **Nineteen Million Eight Hundred Eighty-Two Thousand Six Hundred Twenty pesos and 05/100 (Php 19,882,620.05)** for the contract;

WHEREAS, a **Pre-Bid Conference** was conducted last **19 November 2024 (Tuesday)** at the Pedro T. Orata Hall (Room 103), wherein six (6) interested service providers attended the Conference, namely:

1. **Ex-Bataan Veterans Security Agency, Inc.** represented by Mr. Raffy Bullanday and Mr. Rosano Cabalag (ebaccounting@yahoo.com)
2. **Hackett Security Agency** represented by Mr. Marjun Banigan (mjun241@gmail.com)
3. **Itawes Security Proactive Agency, Inc.** represented by Mr. Percival G. Sto. Tomas (ispai2008@gmail.com)
4. **Militant Security Services** represented by Mr. Percival Tejano Jr. (mss.militant@gmail.com)
5. **Star Special Corporate Security Management, Inc.** represented by its Operations Manager
6. **Grand Meritus Security Agency, Inc.** represented Mr. John Alden Mayo (grandmeritus.marketinghub@gmail.com)

WHEREAS, the Regular Bids and Awards Committee (BAC) has scheduled and conducted the **Opening of Bids on 2 December 2024 (Monday)** at 2:30 PM held at the Pedro T. Orata Hall (Room 103);

WHEREAS, during the scheduled Opening of Bids, three (3) service providers bought the Official Bid Documents, and submitted Bid, namely: **Ex-Bataan Veterans Security Agency, Inc.**, **Itawes Security Proactive Agency, Inc.**, and **Militant Security Services**;

WHEREAS, the summary of the Opening of Financial Bids are as follows:

ITEM	Bidder/s	Bid Amount	Remarks
1 Lot - Procurement of Security Services for the Philippine Normal University Manila Campus for FY 2025 (ABC: ₱ 19,882,620.05)	Ex-Bataan Veterans Security Agency, Inc.	19,351,407.60	Eligible
	Itawes Security Proactive Agency, Inc.	17,492,157.60	Eligible
	Militant Security Services	17,002,758.12	Eligible



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WHEREAS, during the detailed Technical Evaluation conducted by the Technical Representative, **Militant Security Services** complied and satisfied all the requirements specified in Section VII. Technical Specifications of the bidding documents;

WHEREAS, upon arithmetical computation, **Militant Security Services**' Financial Bid amounting to **Seventeen Million Two Thousand Seven Hundred Fifty-Eight pesos and 12/100 only (₱ 17,002,758.12)** with an equivalent of 14.48% (₱ 2,879,861.93) variance from the ABC was then Ranked No. 1, subject to further evaluation to ascertain, verify, and validate the submitted bid;

WHEREAS, on **11 December 2024 (Wednesday)**, the BAC, Technical Working Group (TWG), and BAC Secretariat conducted the Post Qualification assessment on the submitted bids by **Militant Security Services**, and failed to pass the post-qualification due to submission of inconsistent financial statements, raising concerns about document authenticity and non-compliance with mandatory SSS wage rate requirements;

WHEREAS, on **2 January 2025 (Thursday)**, **Militant Security Services** was formally issued a Notice of Post-Disqualification thru email which was subsequently acknowledged receipt by the said bidder on **3 January 2025 (Friday)** also thru email;

WHEREAS, during the detailed Technical Evaluation conducted by the Technical Representative, **Itawes Security Proactive Agency, Inc.** complied and satisfied all the requirements specified in Section VII. Technical Specifications of the bidding documents;

WHEREAS, upon arithmetical computation, **Itawes Security Proactive Agency, Inc.**'s Financial Bid amounting to **Seventeen Million Four Hundred Ninety-Two Thousand One Hundred Fifty-Two pesos and 37/100 only (₱ 17,492,152.37)** with an equivalent of 12.02% (₱ 2,390,462.45) variance from the ABC was then declared as the Lowest Calculated Bid, subject to further evaluation to ascertain, verify, and validate the submitted bid;

WHEREAS, on **14 January 2025 (Tuesday)** and **17 January 2025 (Friday)**, the BAC, Technical Working Group (TWG), and BAC Secretariat conducted the Post Qualification assessment on the submitted bids by **Itawes Security Proactive Agency, Inc.**, and was found to have complied with all the requirements and conditions specified in the bidding documents and have passed the post qualification after having verified, validated and ascertained its bid documents;

WHEREAS, upon careful examination, verification and validation of the eligibility, technical and financial requirements submitted by **Itawes Security Proactive Agency, Inc.**, its bid of **Seventeen Million Four Hundred Ninety-Two Thousand One Hundred Fifty-Two pesos and 37/100 only (₱ 17,492,152.37)** was found to be responsive;

NOW, THEREFORE, WE, the Members of the Regular Bids and Awards Committee do hereby RESOLVE as it is hereby RESOLVED:

- a. That **Itawes Security Proactive Agency, Inc.** be declared as the Lowest Calculated Responsive Bid in consideration of its total amount of Bid equal to **Seventeen Million Four Hundred Ninety-Two Thousand One Hundred Fifty-Two pesos and 37/100 only (₱ 17,492,152.37)**;
- b. That we, the members of the Bids & Awards Committee (BAC), as per PNU Special Order No. 281, Series of 2024 dated 31 July 2024, recommends to the Head of the Procuring Entity (HoPE) to award the Contract as detailed in this BAC Resolution; and



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c. That, a **Notice of Award (NOA)** be issued to Itawes Security Proactive Agency, Inc., upon adoption and approval of this BAC Resolution.

RESOLVED, via online referendum this 23rd day of January 2025.

BIDS AND AWARDS COMMITTEE

Resolution No. GD 2024-11-128c


DENMARK L. SONSON

Chair


HELEN M. ADINCOLA

Member


JAMES V. BALLOON

Member


MARYFE M. ROXAS

End-User


JENNY C. MALITAO

Vice-Chair/End-User


JENITH M. DE GUZMAN

Member


REGINE G. BALICHA

Technical Representative


FLORENCE A. ALLEJOS

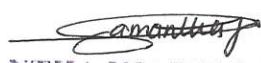
Member


JOHN D. TADEJA JR.

Member


RYAN ANTHONY A. OLALIA

End-User


SAMANTHA YSABELL B. JABAL

End-User

APPROVED


BERTO J. TUGA

University President