



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, and represented in this Act by **FRANCIS CESAR B. BRINGAS**, Regional Director, is herein referred to as **CLIENT**

-and-

KINGS 2000 SECURITY SERVICES CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at 3860 Maharlika Extension Gomez St., Ciudad Maharlika, Ilayang Iyam, Lucena City, Philippines, and represented by its President, **ZULFINAR O. AGBAYANI** is hereinafter referred to as the **SECURITY COMPANY**

WITNESSETH

WHEREAS, DepEd Regional Office IV-A CALABARZON intends to procure **Security Service for the National Educators Academy of the Philippines (NEAP) CALABARZON, Malvar, Batangas**, for a period covered April 1, 2022 to April 30, 2023.

WHEREAS, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED SEVENTY THOUSAND TWO HUNDRED SIXTY ONE PESOS AND 12/100 (Php870,261.12)**;

WHEREAS, the Request for Quotation (RFQ) was posted at the website of PhilGEPS, office website and conspicuous bulletin board of the regional office on March 22, 2022;

WHEREAS, RFQs were sent to at least three prospective suppliers;

WHEREAS, four (4) Suppliers submitted their respective proposal before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
KINGS 2000 SECURITY SERVICE CORPORATION	Php635,723.40
ARVITER TOP OF THE LINE SECURITY INVESTIGATION SPECIALIST	Php674,196.51
V8 SECURITY AGENCY CORPORATION	Php705,324.99
AKH SECURITY AGENCY INC.	Php800,032.97

WHEREAS, after review and deliberation on the proposal, **KINGS 2000 SECURITY SERVICES CORPORATION** complied with the requirements and declared as the **Lowest Calculated and Responsive Bid (LCRB)**

WHEREAS, one (1) Supplier submitted its proposal; **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL**, in the amount of **FIVE HUNDRED FORTY-SIX THOUSAND PESOS ONLY (Php546,000.00)**. Thus, **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

WHEREAS, **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL** is within Tagaytay City, Cavite under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"WORKSHOP ON THE DEVELOPMENT OF LEARNING ASSURANCE FOR MONITORING AND PROGRESS (LAMP) FOR YEAR-END ASSESSMENT PHASE 1 & 2"** on March 22-25, 2022 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **Five Hundred Forty-Six Thousand Pesos Only (Php546,000.00)**. (Hereinafter called "the Contract Price").

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth the parties hereto have agreed and do hereby mutually agree as follows:

Section 1

Responsibilities of the Hotel Company

The Hotel Company shall:

1. Provide food and hotel accommodation on March 22-25, 2022 to the Seventy (70) participants of the client;
2. Maintain that all of the services to be performed under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.

Section 2

Responsibilities of the Client

The Client will pay the Hotel Company the guaranteed number of participants. The Client shall be charged or billed the amount of **One Thousand Nine Hundred Fifty Pesos Only (Php1,950.00)** per participant or the total amount of **Five Hundred Forty-Six Thousand Pesos Only (Php546,000.00)** for the whole duration of the event.

- d. Duly Licensed and properly screened and cleared by the Philippine National Police, National Bureau of Investigation, and other Government Offices issuing clearance for employment with ancillary goods and equipment;
- e. In proper uniform and with other security paraphernalia such as high-powered flashlight, radio, night stick, portable handheld ICOM transceiver, logbook, typewriter, bicycle etc.,
- f. Armed with appropriate and functional rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his hours of duty;
- g. In possession of such other qualifications required by Republic Act No. 5487 as amended by Presidential Decree Number 11, 100 and 1919; and
- h. Must have passed the Neuro-psychiatric exam.

The CLIENT must be furnished a copy of license and result of exam mentioned under d) and h) above.

5. Mode of Payment

For and in consideration of the above services and during the effectivity of this Contract, the **CLIENT** shall pay the **SECURITY COMPANY** the sum of **Six Hundred Thirty-Five Thousand Seven Hundred Twenty-Three and 40/100 Pesos only (Php635,723.40)** for the duration of twelve (12) calendar months;

The **CLIENT** agrees to pay the **SECURITY COMPANY** in accordance with the authorized compensation subject to the accounting and auditing rules and regulations chargeable against the Regional Funds, MOOE but subject to availability of funds.

It is understood that the portion of the above consideration equivalent to the amount to which the security guards are entitled by way of salary compensation shall be received by the **SECURITY COMPANY** from the **CLIENT** in trust only for said guards.

6. Supervision and Control

The **SECURITY COMPANY** shall exercise strict discipline, close supervision and exclusive control and administration over its guards in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **CLIENT** on the matter. In so far as enforcement of police and company rules and regulations related to security and safety is concerned, the **CLIENT** shall exercise supervision and control over the guards.

7. Liability to Guards and Third Parties

The **SECURITY COMPANY** is NOT an agent or employer of the **CLIENT** and the guards to be assigned by the **SECURITY COMPANY** to the **CLIENT** are in no sense employees of the latter as they are for all intents and purposes employees of the **SECURITY COMPANY**. Accordingly, the **CLIENT** shall not be responsible for any and all claims for personal injury or death caused to any of the guards or to any third party where such injury or death arises out of or in the course of performance of guard duties.

8. The **SECURITY COMPANY** shall not be liable for losses and/or damages due to fortuitous events or force majeure beyond the control and competence of the guard to prevent; the provision of the New Civil Code shall be applied in determining the amount and liability thereto.

9. Replacement of any Guard

The **CLIENT** has the prerogative to have a guard changed or replaced at any time whose work it finds and believe to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the **CLIENT**.

10. Employment Restriction

The **CLIENT** shall not employ, directly nor indirectly, any of the **SECURITY COMPANY'S** officers, employees and former employees who have been out of the **SECURITY COMPANY** for less than nine (9) months during the time of their contract or within nine (9) months after its termination.

11. Terms of Contract

This Contract shall take effect on **April 01, 2022 to April 30, 2023** and shall be for a period of Twelve (12) months from said date subject to extension on the condition that the company satisfactorily performed its obligations.

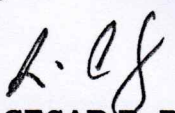
12. All judicial and extra-judicial expenses which shall be incurred by the **SECURITY COMPANY** in connection with the performance by its guards of their duties and functions shall be for the account of the **SECURITY COMPANY**.
13. Either party may terminate this Contract for any legal and/or valid cause at any time by written notice given to the other party prior to the intended date of termination.

In case of litigation arising from or in connection with this Contract, venue of action shall be in the proper Regional or Metropolitan Trial Court of Cainta, Rizal or City of San Juan only and the amount equivalent to 25% of the amount claimed shall be due and demandable as attorney's fees.

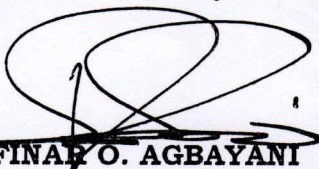
IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of APR 01 2022 at LUCENA CITY, Philippines.

Department of Education
Region IV-A Calabarzon

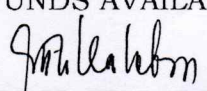
By:


FRANCIS CESAR B. BRINGAS
Regional Director

Kings 2000 Security Services


ZULFINAR O. AGBAYANI
President

FUNDS AVAILABLE


LEA M. VILLALOBOS
Accountant III

SIGNED IN THE PRESENCE OF:

ANN GERALYN T. PELIAS
Chief Administrative Officer
Administrative Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
LUCENA CITY) ss.

BEFORE ME, a Notary Public for and in the City of LUCENA CITY, this
APR 01 2022 personally appeared:

Name	Identification No.	Expiration Date
<u>Francis Cesar B. Bringas</u>	<u>Non-Professional Driver's</u> <u>License No. A08-89-001189</u>	<u>2023/10/02</u>
<u>Zulfinar O. Agbayani</u>	<u>009-87-017723</u>	<u>2022/10/27</u>

who are known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his/her/their own free act and voluntary act and deed.

This instrument, consisting of (5) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Doc. No. 164;
 Page No. 33;
 Book No. 512;
 Series of 2022

MICHAEL G. GARCIA
 NOTARY PUBLIC
 UNTIL 3 DECEMBER 2022
 MCLE NO. VI - 0004611
 ROLL NO. 53565 / TIN NO. 947-070-489
 PTR NO. 1169948/1-03-2022/LUCENA CITY
 IBP OR NO. 178696/1-04-2022/PASIG CITY
 ST. MARY'S BUSINESS CENTER, LUCENA CITY
 APPN NO. 2021-33 (R)/QUEZON & LUCENA CITY