



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 REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **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 Gomez Ext., Ciudad Maharlika Ilayang Iyam, Lucena City, Quezon, Region IV-A, Philippines, and represented by its President, **ZULFINAR O. AGBAYANI**, is hereinafter referred to as the **SECURITY COMPANY**.

WITNESSETH

WHEREAS, on January 7, 2023, DepEd Regional Office IV-A CALABARZON has advertised its procurement activity for the **SECURITY SERVICES FOR THE YEAR 2023 FOR DEPED IV-A CALABARZON REGIONAL OFFICE AT CAINTA, RIZAL** in the PhilGEPS website, Office Website, and in conspicuous bulletin board of the Office;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND PESOS ONLY (PhP1,898,000.00)**;

WHEREAS, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on January 7, 2023, office website and conspicuous bulletin board in the premises of this Office starting on January 6, 2023 to January 30, 2023;

WHEREAS, three (3) prospective bidders have submitted their sealed bids at the Regional Office. During the Bid Opening, **KINGS 2000 SECURITY SERVICES CORPORATION, CENTARA SECURITY SERVICES CORP., and ST. VICENTINIAN SECURITY AGENCY INC.** presented their respective Bidding Documents for bid evaluation by the Bids and Awards Committee (BAC);

WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the second and third bidders, Centara Security Services Corp., and St. Vicentinian Security Agency Inc. respectively, was ineligible because its non-compliant with the specifications issued by this Office;



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



WHEREAS, using the checklist of required documents and taking into account the non-discretionary "Pass or Fail Criterion", the BAC found that the first bidder, **KINGS 2000 SECURITY SERVICES CORPORATION** was eligible for being compliant with the required documents. Thus, **KINGS 2000 SECURITY SERVICES CORPORATION** was rated as "Passed".

WHEREAS, as per Abstract of Bids, **KINGS 2000 SECURITY SERVICES CORPORATION** has the Single Calculated Bid (SCB) with a total bid of **ONE MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED SIXTY-TWO and 56/100 PESOS ONLY (Php1,572,562.56)**

WHEREAS, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **KINGS 2000 SECURITY SERVICES CORPORATION**, the bid of **KINGS 2000 SECURITY SERVICES CORPORATION** being the Single Calculated Bidder has been found to be responsive;



WHEREAS, on February 15, 2023, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to **KINGS 2000 SECURITY SERVICES CORPORATION**.

WHEREAS, the Entity has accepted the Bid of **ONE MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED SIXTY-TWO and 56/100 PESOS ONLY (Php1,572,562.56)** for the security service at DepEd Region IV-A CALABARZON.

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

1. Documents deemed part

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:

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- (a) General and Special Conditions of Contract;
 - (b) Schedule of Requirements;
 - (c) Technical Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Bid Notice Abstract;
 - (h) Bid Bulletin 1, s. 2023;
 - (i) Bid Bulletin 2, s. 2023;
 - (j) 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;
 - (k) Eligibility requirements, documents and/or statements;
 - (l) Performance Security;
 - (m) Notice to Proceed of Contract and the Bidder's conforme thereto; and
 - (n) Other contract documents required by the Client.

2. Place and Location

The **Security Company** shall provide security services at the Department of Education, Region IV-A, Calabarzon, Gate 2, Karangalan Village, Cainta, Rizal.

2. Functions and Duties of the Security Company and its assigned guards:

In addition to Item A of the Technical Specifications in the Philippine Bidding documents, the Security Company shall:

1. watch, safeguard and protect the property of the **Client** from theft, robbery, arson and destruction or damages;
2. protect the directors, officers and employees of the **Client** from harassment, threat, intimidation, physical harm from its clients;
3. enforce and implement rules, policies and regulations of the **Client** aimed at maintaining security and safety there at; and
4. do such other lawful acts which may be required of them by the **Client**

3. Guard Forces

The **Security Company** shall initially provide the **Client** with four (4) duly qualified and licensed security guards, which must first be pre-approved by the **Client**. Each shall render service for a period of twelve (12) hours per day for at least six (6) days per week. The number of contracted and detailed guards may be increased or decreased at any time upon written request by the **Client**.

The GUARDS are entitled to not less than one rest day per week. A rest day is defined as a continuous period of not less than 24 hours during which the GUARD is entitled to abstain from working for his employer.

4. Qualification of Guards

In addition to Item B of the Technical Specification of the Philippine Bidding Documents, the Security Company shall deploy guards with the following qualifications:

- a. not less than twenty (21) years of age nor more than 50 years of age;
- b. duly cleared by the Prosecutors Office, Municipal Trial Court (MTC) and Regional Trial Court (RTC) of his residence;

The **Client** must be furnished a copy of clearance and result of exam mentioned, in Item (b), Section 4 of this contract and Items (e) and (h) of Item B in the Technical Specification of the Philippine Bidding Documents immediately upon the assumption of the services.

5. Obligation and Responsibility of the Security Company

In addition to Item C of the Technical Specifications of the Philippine Bidding Documents, the Security Company must also comply with labor standards in the management of the security guards specifically on the provision of mandatory benefits such as 13th Month Pay and Overtime Pay.

In reference to Item D of the Technical Specifications of the Philippine Bidding Documents, the Security Company shall install at/near the guard's posts and/or provide **(1)** three (3) units of hand held 2-way radio, **(2)** three (3) units of stand by flood light, **(3)** rain boots for each security guard, **(4)** two (2) big umbrellas, **(5)** three (3) pieces of raincoats, **(6)** two (2) units of metal detector, immediately upon the assumption of the services, and **(7)** emergency light.

6. 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 **One Million Five Hundred Seventy-Two Thousand Five Hundred Sixty-Two and 56/100 Pesos Only (Php1,572,562.56)** 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, 13th Month pay and Overtime pay 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 in accordance with Item C (1) and (2) of the Technical Specifications in the Philippine Bidding Documents.

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. All the guards assigned or on-duty shall always bear licensed firearms and failure to comply with this condition may be used as a ground for termination of this contract;

10. 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 or behavior is unsatisfactory, or is prejudicial to its interest, as determined by the **Client**.

11. All the guards must be in proper uniform, white top; dark blue pants.

12. 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.

13. Guard's Performance Bond

The **Security Company** shall furnish the **Client** a good and sufficient Performance Bond acceptable to the latter in the sum of **Four Hundred Seventy-One Thousand Seven Hundred Sixty-Eight and 77/100 Pesos Only (Php471,768.77)** to ensure the faithful execution of this Contract and as guarantee against any claim of the client for losses and/or damages to **Client's** property which are due to the act or omission and/or negligence of the guards. However, losses and/or damages which are not of considerable amount may be compensated through the monthly remittance to the **Security Company**.

14. Terms of Contract

This Contract shall take effect on **March 1, 2023 to February 29, 2024** 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.

15. 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**.

16. Settlement of Disputes

Any and all disputes arising from the implementation of the contract 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".

17. Attestation

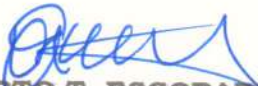
The Security Company hereby warrants and attests that the signatory in this contract is duly authorized by the Board and/or its Management to sign for and its behalf.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of

FEB 27 2023

at QUEZON CITY Philippines.


**Department of Education
Region IV-A CALABARZON**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**Kings 2000 Security Service
Corporation**

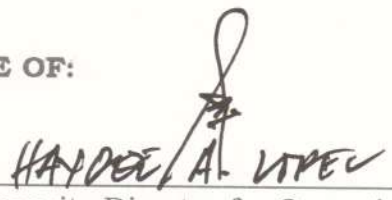

ZUFINAR O. AGBAYANI
President

FUNDS AVAILABLE


MARITES L. GLORIA
Chief Administrative Officer
Finance Division

SIGNED IN THE PRESENCE OF:


ANN GERALYN T. PELIAS
Chief Administrative Officer
Administrative Service Division


HAYDEE A. LOPEZ
Security Director for Operation

Republic of the Philippines

QUEZON CITY

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, this FEB 27 2023 personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Zulfinar O. Agbayani</u>	<u>D09-27-017723</u>	<u>10/27/2032</u>

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

This instrument, consisting of six (6) 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.

Notary Public

CAVILLAN
TY. CONCEPCION P. VILLARENA
 Notary Public for Quezon City
 Until December 31, 2023
 PTR No. 3716371 / January 3, 2023 Q.C
 IBP No. 167803 / November 25, 2021 Q.C
 Roll No. 30457 / 05-09-1980
 CLE VII-64994 / 09-21-2021
 ADM. MATTER No. NP-005 (2022-2023)
 TIN NO. 131-942 754

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