



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-

**V8 SECURITY AGENCY CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 3<sup>rd</sup> Floor Room 301 Aurora Bldg., Alabang-Zapote Road, Brgy. Almanza Uno, Las Pinas City, and represented by its President/CEO, **PBGEN. ODELON G. RAMONEDA (Ret)**, is hereinafter referred to as the **SECURITY COMPANY**.

**WITNESSETH**

**WHEREAS**, DepEd Regional Office IV-A CALABARZON intends to procure **Security Services for the National Educators Academy of the Philippines (NEAP) CALABARZON, Malvar, Batangas for a period of twelve (12) months, or from June 1, 2023 to May 31, 2024;**

**WHEREAS**, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED FIVE THOUSAND TWO HUNDRED PESOS ONLY (Php805,200.00);**

**WHEREAS**, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex "H" thereof;

**WHEREAS**, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on March 31, 2023, Office Website and conspicuous bulletin board in the premises of this Office on March 30, 2023 to April 4, 2023.

**WHEREAS**, RFQs were sent to at least three (3) prospective suppliers; namely: (1) Kings 2000 Security Services Corp.; (2) AKH Security Agency; and (3) V8 Security Agency Corporation;

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



Address: Gate 2, Karangalan Village, Cainta, Rizal  
Telephone No.: 02-8682-2114  
Email Address: region4a@deped.gov.ph  
Website: depedcalabarzon.ph



Certificate No. PHP QMS  
22 93 0085

*[Handwritten signature]*



| NAME OF BIDDER                          | AMOUNT OF BID |
|---|---------------|
| V8 SECURITY AGENCY CORPORATION          | Php636,296.70 |
| D' GREAT STALLION SECURITY AGENCY, INC. | Php638,240.52 |
| KINGS 2000 SECURITY SERVICE CORPORATION | Php679,372.32 |
| VV SECURITY AGENCY, INC.                | Php766,389.84 |

**WHEREAS**, on May 2, 2023, a Post-Qualification was conducted on **V8 SECURITY AGENCY CORPORATION** being the Lowest Calculated Bidder (LCB) during the Bid Evaluation;

**WHEREAS**, after review and deliberation on the proposal and post-qualification report submitted by the BAC-TWG, **V8 SECURITY AGENCY CORPORATION** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Bid (LCRB);

**WHEREAS**, per letter of intent and Abstract of Quotation, **V8 SECURITY AGENCY CORPORATION** has a quotation amounting to **SIX HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED NINETY-SIX and 70/100 PESOS ONLY (Php636,296.70)** for the duration of twelve (12) calendar months;

**WHEREAS**, on May 5, 2022, the Bids and Awards Committee of DepEd CALABARZON recommended to the head of the procuring entity the award to **V8 SECURITY AGENCY CORPORATION**;

**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. Place and Location

The **Security Company** shall provide security services at the National Educators Academy of the Philippines (NEAP) CALABARZON, Malvar, Batangas.

### 2. Scope of Work or Services to Be Rendered:

The Security Agency shall provide the following specific services:

1. Protect the general interest of the Client;
2. Guard and secure all property of the Client or its officers/employees within its area of responsibility;
3. Strictly implement standing rules, regulations, guidelines and policies prescribed by the Client;
4. Prohibit the commission of any unlawful or illegal acts within the assigned Client's premises or its area of responsibility;
5. Report and provide assistance in cases of any sign of disorder, riots, strike or any serious violation of the law;
6. Protect Client or government property from theft, pilferage or damage;
7. Report and provide assistance in case of any emergency situations, such as fire, typhoon, or natural calamities;
8. Shall provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift);
9. Perform their tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated in RA 5487 (Act Governing the Organization 13 and Management of Private Security Agencies.);
10. 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 two (2) 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. Manpower Qualifications

The Security Guards (SG) shall have the following qualifications:

1. At least college level;
2. Of good moral character and reputation, courteous, alert and without criminal or police record;
3. Physically and mentally fit;
4. At least five feet two inches (5'2") in height;
5. Duty licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearance for employment;
6. In proper uniform and bearing a firearm, and with other security paraphernalia such as flashlight, hand held radio, right stick, whistle, metal detector and other essential security paraphernalia;
7. Armed with appropriate and functional rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during hours of duty;
8. Must have passed the Neuro-Psychiatric Exam;
9. Must not be cigarette smoker or user of vape; and
10. In possession of such other qualifications required by Republic Act (RA) No. 5487, as amended.

The **Client** must be furnished a copy of license, clearance and result of examination or test mentioned, in Items (5), and (8).

#### 5. Obligations and Responsibility of the Security Company

The Security Company shall comply with the following obligations and responsibilities:

1. Assume all losses in their areas of responsibility due to negligence/pilferages and negligence of their security guards after thorough investigation;
2. Assume full responsibility for the acts of its SGs during performance of their duties;
3. Cooperate with the Client's official investigation of any suspected criminal activity or in case of theft or similar incidents in their assigned area;
4. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the Client;
5. Provides the total number of guards required in the assigned area shift per Section III hereof;
6. Provide each SG on posts with appropriate firearm, handheld radio and metal detector at all times and ensure that said equipment conform to the applicable standards and covered with appropriate and valid licenses and documents;
7. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings and other structures considered critical and vulnerable;
8. The Security Agency shall not change or replace the SG without prior notice at least three (3) working days, and approved by the Client;
9. Have the SG change or replaced at any time upon request of the Client agency for justifiable reasons including those with discourteous and disrespectful behaviour, and,
10. Must provide their security guards with contact numbers of the PNP, BFP and hospitals for ready reference and use during emergency cases.



## 6. Equipment Requirements

To be installed at/near the guard's posts (Maid Gate and DBM Lobby):

1. 2 units - Hand-held 2-way radio;
2. 2 units - Emergency light (rechargeable);
3. Rain boots (for each security guard);
4. 2 pieces - Big Umbrellas;
5. 2 pieces - Raincoat;
6. 1 unit - Metal detector
7. Firearm for each guard on duty

## 7. 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-Six Thousand Two Hundred Ninety-Six and 70/100 Pesos Only (Php636,296.70)** for the duration of twelve (12) calendar months;

The **Client** agrees to pay the **Security Company** in accordance with the authorized compensation and as embodied in this contract 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, 13<sup>th</sup> Month pay and Overtime pay compensation shall be received by the **Security Company** from the **Client** in trust only for said guards.

## 8. 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.

## 9. 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.

10. 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 on duty to prevent; the provision of the New Civil Code shall be applied in determining the amount and liability thereto.

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

## 12. 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**.

**13. 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.

**14. Terms of Contract**

This Contract shall take effect on **June 1, 2023 to May 31, 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 \_\_\_\_\_ at \_\_\_\_\_, Philippines.

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

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**V8 Security Agency  
Corporation**

  
**PBGEN. ODELON G. RAMONEDA**  
President/CEO

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

\_\_\_\_\_  
Security Director for Operation



Republic of the Philippines  
CAINTA, RIZAL S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of CAINTA, RIZAL, this  
29 MAY 2023, personally appeared:

| <b>Name</b>                       | <b>Identification No.</b>          | <b>Expiration Date</b> |
|-----------------------------------|------------------------------------|------------------------|
| <u>Atty. Alberto T. Escobarte</u> | <u>DepEd Office ID No. 4529876</u> | _____                  |
| <u>PBGen. Odelon G. Ramoneda</u>  | <u>UMD CMD-011-1972845-0</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.

Doc. No. 479...;  
Page No. 96...;  
Book No. LXXXVI...;  
Series of 2023.

**Notary Public**  
ATTY. CRISPINO T. PABLO, JR.  
Notary Public Until December 31, 2023  
Commission No. 22-12 / Roll No. 49838  
PTR No. 19169754 / 01-03-2023/Rizal  
IBP Lifetime No. 06272 Rizal  
MCLE Compliance No. VII-0010698