



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



Legal-CO01-2024-72

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-

D'GREAT STALLION SECURITY AGENCY INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at Barangay Mataas Na Lupa, Lipa City, and represented by its Director/General Manager, **SERGIO P. MANACOP**, is hereinafter referred to as the **SECURITY COMPANY**.

WITNESSETH

WHEREAS, on January 16, 2024, DepEd Regional Office IV-A CALABARZON has advertised its procurement activity for the **SECURITY SERVICES FOR THE YEAR 2024 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 SIX HUNDRED SEVENTY THOUSAND SEVEN HUNDRED SIXTY PESOS ONLY (PhP1,670,760.00)**;

WHEREAS, the Invitation to Bid was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on January 17, 2024, office website and conspicuous bulletin board in the premises of this Office starting on January 16, 2024;

WHEREAS, four (4) prospective bidders have submitted their sealed bids at the Regional Office. During the Bid Opening, **KINGS 2000 SECURITY SERVICES CORPORATION, CENTARA SECURITY SERVICES CORP., D'GREAT STALLION SECURITY AGENCY INC.,** and **BAGUIO INVESTIGATION & 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 all the bidders have complied with specifications issued by this Office;

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Escobar



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

WHEREAS, in response to the Invitation to Bid for the above mentioned procurement, the BAC received five (5) sealed bids, offering the following financial bids, as read:

	NAME OF BIDDER	TOTAL BID AMOUNT AS READ
1	Baguio Investigation & Security Agency, Inc.	PhP1,367,768.80
2	D'Great Stallion Security Agency Inc.	PhP1,422,673.00
3	Centara Security Services Corporation	PhP1,427,500.40
4	Kings 2000 Security & General Services Corporation	PhP1,486,624.86

WHEREAS, upon Post-Qualification proceedings and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **BAGUIO INVESTIGATION & SECURITY AGENCY INC.** with Lowest Calculated Bid (LCB), the bid of **BAGUIO INVESTIGATION & SECURITY AGENCY INC.** was found to be non-responsive and/or non-compliant for failure to present the updated/latest payment of SSS contributions of their security guards from November 2023 to January 2024;

WHEREAS, the BAC conducted a Post-Qualification proceeding to the second bidder, **D'GREAT STALLION SECURITY AGENCY INC.** and careful examination, validation and verification of all the eligibility, legal, technical, and financial requirements submitted by **G'GREAT STALLION SECURITY AGENCY INC.** has been found to be responsive;

WHEREAS, on March 5, 2024, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to **G'GREAT STALLION SECURITY AGENCY INC.**

WHEREAS, the Entity has accepted the Bid of **ONE MILLION FOUR HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED SEVENTY-THREE PESOS ONLY (Php1,422,673.00)** 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:

- (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. 2024;
- (i) 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;
- (j) Eligibility requirements, documents and/or statements;
- (k) Performance Security;

- (l) Notice of Award of Contract and the Bidder's conforme thereto; and
- (m) 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.

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

In addition to Item 2 of the Technical Specifications in the Philippine Bidding documents, the Security Company shall:

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

4. 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.

When the guards are reporting, they shall wear the proper uniform – white top and dark blue pants and must bear licensed firearm.

5. Qualification of Guards

In addition to Item 3 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 5 of this contract and Items (e) and (h) of Item 3 in the Technical Specification of the Philippine Bidding Documents immediately upon the assumption of the services.

6. Obligation and Responsibility of the Security Company

In addition to Item 4 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 but not limited to 13th Month Pay, Overtime Pay, SSS and Philhealth.

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 **ONE MILLION FOUR HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED SEVENTY-THREE PESOS ONLY (Php1,422,673.00)** for the duration of ten (10) 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 and all other mandatory benefits 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 in accordance with Item C (1) and (2) of the Technical Specifications in the Philippine Bidding Documents.

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

11. 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**.

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 Surety Bond acceptable to the latter in the sum of **Four Hundred Twenty-Six**

Orawa

Thousand Eight Hundred One and 90/100 Pesos Only (Php426,801.90) 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, 2024 to December 31, 2024** and shall be for a period of Ten (10) 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. Capacity and Authorization

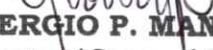
Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of **MAR 15 2024** at **QUEZON CITY**, Philippines.

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

**D'Great Stallion Security
Agency, Inc.**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


SERGIO P. MANACOP
Director/General Manager

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

QUEZON CITY S.S.Y

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this MAR 15 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Sergio P. Manacop</u>	<u>PDL# D14-93-063680</u>	<u>08-27-2032</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.

Doc. No. 204
Page No. 42
Book No. 14;
Series of 2024.

Concepcion
ATTY. CONCEPCION P. VILLARENA
 Notary Public for Quezon City
 Until December 31, 2024
 PTR No. 5565783 / January 03, 2024 Q.C
 IBP No. 399899 / January 04, 2024 Q.C
 Roll No. 30457 / 05-09-1988
 MCLE VII-0006994 / 09-21-2021
 ADM. MATTER No. NP-021 (2024-2025)
 TIN NO 131-942-754
 Matalino Corner Melakas ST., Brgy. Central
 District IV, Diliman Quezon City