



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, NATIONAL EDUCATOR'S ACADEMY OF THE PHILIPPINES (NEAP), REGION IV-A a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Malvar, Batangas and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as **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, DepEd Regional Office IV-A CALABARZON intends to procure **SECURITY SERVICES FOR THE YEAR 2024 FOR RELC-NEAP, MALVAR, BATANGAS FROM JULY 1, 2024 TO DECEMBER 31, 2024;**

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED TWENTY-ONE PESOS and 24/100 (PhP384,921.24);**

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 May 18, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on May 17, 2024 to May 23, 2024.

WHEREAS, RFQs were sent to at least three (3) prospective suppliers; namely: (1) D'Great Stallion Security Agency, Inc.; (2) Ugnayan Security Agency, Inc.; and (3) Kings 2000 Security Services Corp;



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, three (3) Suppliers or provider submitted their respective proposal before the deadline for the submission of quotation, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
D' Great Stallion Security Agency, Inc.	PhP289,560.12
Kings 2000 Security Service Corporation	PhP371,374.49
Corregidor Veteranos Security Agency Incorporated	PhP384,921.24

WHEREAS, after review and deliberation on the proposal, **D' GREAT STALLION SECURITY AGENCY, INC.** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Quotation(LCRQ);

WHEREAS, per Abstract of Quotation, **D' GREAT STALLION SECURITY AGENCY, INC.** has a quotation amounting to **TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY PESOS and 12/100 (PhP289,560.12)** from July 1, 2024 to December 31, 2024;

WHEREAS, on May 27, 2024, the Bids and Awards Committee of DepEd CALABARZON recommended to the head of the procuring entity the award to **D' GREAT STALLION SECURITY AGENCY, INC.;**

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. Submit the Security Plan to the Client;
2. Protect the general interest of the Client;
3. Guard and secure all property of the Client or its officers/employees within its area of responsibility;
4. Strictly implement standing rules, regulations, guidelines and policies prescribed by the Client;
5. Prohibit the commission of any unlawful or illegal acts within the assigned Client's premises or its area of responsibility;
6. Report and provide assistance in cases of any sign of disorder, riots, strike or any serious violation of the law;
7. Protect Client or government property from theft, pilferage or damage;
8. Report and provide assistance in case of any emergency situations, such as fire, typhoon, or natural calamities;
9. Shall provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift);
10. 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;
11. enforce and implement rules, policies and regulations of the **Client** aimed at maintaining security and safety there at; and
12. 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 inclusive of the 13th month and overtime pay.

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.

4. Manpower Qualifications

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

1. At least High School Graduate;
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;
10. In possession of such other qualifications required by Republic Act (RA) No. 5487, as amended.
11. Not less than twenty (21) years of age nor more than 50 years of age; and
12. 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 the license, clearance and result of examination or test mentioned, above for this contract.

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 Item 3 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;

Ofenay


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 behavior, 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 - Rechargeable heavy duty LED flashlights;
3. Rain boots (for each security guard);
4. 2 pieces - Big Umbrellas;
5. 2 pieces = Raincoat;
6. 2 units - Night stick;
7. 2 units - Standby flood light
8. 2 unit - Metal detector
9. 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 **TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY PESOS and 12/100 (Php289,560.12)** for the duration of six (6) 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, 13th 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 **July 1, 2024 to December 31, 2024** and shall be for a period of Six (6) 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 between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JUN 21 2024 at LIPACITY, 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:

Jisela N. Ulpina
JISELA N. ULPINA
OIC-Chief, HRDD/NEAP-R
DepEd Region IV-A CALABARZON

Carmen R. Rodelas
CARMEN R. RODELAS
Asst. General Manager / Director
Security Director for Operation

Republic of the Philippines
_____ **LIPA CITY** S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of **LIPA CITY**, this JUN 21 2024, personally appeared:

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

Manacop

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.

Teodoro M. Hernandez
ATTY. TEODORO M. HERNANDEZ
NOTARY PUBLIC
Until December 31, 2024
PTR No. 6452189/1-02-2024/Lipa City
IBP No. 424504/01-17-2024/Quezon City
Attorney's Roll No. 27939
MCLE No. VII-0005753 / 12-22-2022

Doc. No. 461...;
Page No. 41...;
Book No. U...;
Series of 2024.