

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this 29th day of November, 2019 at TESDA-CAR, Loakan Road, Baguio City, by and between the:

The **Technical Education and Skills Development Authority**, an agency of the national government created by virtue of Republic Act No. 7796, with office address at East Service Road, South Luzon Expressway (SLEX), Forth Bonifacio, Taguig City, represented herein by its **DIRECTOR GENERAL, SECRETARY ISIDRO S. LAPENA, PhD., CSEE**, and hereinafter referred to "AUTHORITY".

-and-

BAGUIO'S FINEST SECURITY AGENCY, a private corporation duly organized and existing by virtue of the laws of the Philippines, with business address at DOTC-TELOF Building, Post Office Loop, Session Road, Baguio City, represented by its Proprietor/Security Director, **MR. KARL B. GABAEN**, hereinafter referred to as the "AGENCY";

WITNESSETH THAT:

WHEREAS, by virtue of the published invitation to apply for eligibility and to bid through Public Bidding in the TESDA-CAR Website and in the Philippine government Electronic Procurement System (PhilGEPS), and in the Bids and Awards Committee Bulletin Board, Baguio's Finest Security participated in the Public Bidding for the project: Provision of Security Services for TESDA-CAR for the year 2020;

WHEREAS, TESDA-CAR advertised the Invitation to Bid for the Provision of Security Services through the Baguio Midland Courier, a local newspaper of regional circulation, on 06 October 2019 and posted the same at the TESDA and PhilGEPS Website;

WHEREAS, in response to the Invitation to Bid, only the Baguio's Finest Security Agency signified its interest to participate in the bidding process by purchasing bidding documents;

WHEREAS, the Pre-Bid Conference was held on 16 October 2019;

WHEREAS, the opening of bids was held on 28 October 2019 at TESDA CAR Multipurpose Hall, Loakan, Baguio City;

WHEREAS, Baguio's Finest Security Agency passed the eligibility requirements;

WHEREAS, upon examination, validation, and verification of the technical and financial proposals submitted by Baguio's Finest Security Agency, it was found to be compliant with the legal, technical and financial requirements set forth by TESDA;

WHEREAS, Baguio's Finest Security Agency, after being found to have met the eligibility requirement and whose bid was found responsive, was found to be the Single Calculated Bidder and Single Calculated and Responsive Bidder;

WHEREAS, the **AUTHORITY** desired to engage the services of a security guard and Investigation Agency purposely to protect and guard its properties from theft, pilferage, trespass, robbery, destruction or damage, as well as to protect its employees, visitors and guest from assault harassment, threat or intimidation and other criminal acts, maintain law and order, enforce and implement its rules, policies and regulations, and maintain security, safety, cleanliness and orderliness of the Regional Office and premises located at Loakan Road, Baguio City and its Provincial Offices and Training Centers/Institutions;

WHEREAS, the **AGENCY** has offered to provide the **AUTHORITY** with the services of security guards for the purpose of protecting and guarding its properties at abovementioned Offices and Institutions from theft, pilferage, trespass, robbery and destruction or damage, as well as protect the employees, visitors and guest from assault, harassment, threat or intimidation and other criminal acts, maintain law and order, enforce and implement its rules, policies and regulations, maintain security, safety, cleanliness and orderliness of the said Offices, Vehicles and Institutions;

WHEREAS, the **AUTHORITY** approved to award the contract the sum of **Three Million Six Hundred Twenty Seven Thousand Five Hundred Sixteen Pesos and 00/100 Centavos Only (Php 3,627,516.00)** being the total Approved Budget for the Contract (ABC) for CY 2020 for the provision of Security Services for January 01, 2020-December 31, 2020;

NOW, THEREFORE, for and in consideration of the foregoing premises, this Agreement is entered by and between the **AUTHORITY** and the **AGENCY** with the following covenants, to wit:

A. PERFORMANCE BY THE AGENCY

1. The **AGENCY** shall provide the **AUTHORITY** with security services to guard and protect its properties from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, maintain peace and order in and around the **AUTHORITY**'s premises as well as protect its officials, employees, visitors, and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement rules, policies and regulations of the **AUTHORITY** aimed at maintaining security and safety at its premises.
2. The **AGENCY** will provide the **AUTHORITY** with necessary number of security guards who are qualified, competent, uniformed armed and bonded in accordance with Republic Act No. 5487 as amended as well as other related laws and regulations with the following qualifications, among others, to wit:
 - a) Filipino citizen;
 - b) At least high school graduate;
 - c) Physically and mentally fit;
 - d) At least 5'4" tall;

- e) At least 21 years old but not more than 50 years;
- f) Must be certified on Security Services NC II;
- g) Must be of good moral character, duly licensed and properly screened and cleared by the PNP, NBI and other government offices issuing clearances for employment and without previous record of any or conviction of criminal offense involving moral attitude;
- h) Must be in proper uniform and properly equipped while on tour of duty.
- i) Must possess such other qualifications required by Republic Act No. 5487, as amended;

For this purpose, the AGENCY shall initially furnish upon the demand of the AUTHORITY through the Office of the Chief, Finance and Administrative Services Division (FASD), a complete list of the names of security guards it will assign, indicating the respective bio-data subscribed and sworn to and the results of psychological tests and other related documents to support the minimum qualification requirements. In case of any change in the security force assigned to the AUTHORITY, the AGENCY shall immediately inform the TESDA-CAR thereof and shall submit the afore cited data.

- 3. The AGENCY shall provide the necessary firearms and ammunitions to the guards assigned to the AUTHORITY as well as VHF radio communications and mobile cellular phone and other security equipment and shall see to it that when on duty, they are in prescribed uniform with complete accouterments.
- 4. That the AGENCY shall provide a vehicle for roving purposes.
- 5. The AGENCY shall conduct physical inspection of all properties that go in and out of the premises and enforce strict control of all entrances and exits.
- 6. As required by the AUTHORITY, the security force to be established by the AGENCY shall consist of eighteen (18) security guards, located in the following; six (6) at Regional Office & Regional Training Center, Loakan, Baguio City; two (2) Provincial Office, Luna, Apayao; two (2) Provincial Office, La Trinidad, Benguet; two (2) Provincial Office & Training Center, Pidigan, Abra; two (2) Provincial Office and Provincial Training Center, Lagawe, Ifugao; two (2) Provincial Office and Provincial Training Center Tabuk, Kalinga; two (2) Provincial Training Center, Sabangan, Mt. Province, who shall render service everyday including Sundays and Holidays. This number may be increased or decreased depending upon the exigency of the service or the need of the security situation at the post as may be determined by the AUTHORITY.
- 7. The AGENCY shall deploy its security personnel in the following shifting schedules, namely;

First Shift	7:00 A.M. – 3:00 P.M.
Second Shift	3:00 P.M. – 11:00 P.M.
Third Shift	11:00 P.M.- 7:00 A.M.

- 8. The Supervisor of the Security Guards shall receive instructions regularly from the AUTHORITY's representative (Chief, FASD or his/her authorized representative for security guards assigned at the Administration Building) i.e., rotating of guards areas for further improvement to effectively and efficiently provide the security services for the AUTHORITY. The supervisor may likewise

be replaced or subjected to rotation upon recommendation of the AUTHORITY's representative.

9. The AGENCY shall exercise discipline, supervision, control and administration of over its guards in accordance with the law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the AUTHORITY on the matter.
10. The AGENCY shall guarantee to the AUTHORITY for loss or damage to its property provided the same occurred within the jurisdiction of the AGENCY or its guard, UNLESS, it has been duly established after due investigation that said loss or damage did not principally result from the act, omission, negligence or fault of the AGENCY or its guards. Provided further that such loss, pilferage, breakage or damage of the properties involved is reported in writing to the AGENCY within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the AGENCY shall not in any way be made responsible. In the event the AGENCY is made to pay for such loss or damage it shall be subrogated to the rights of the AUTHORITY against the party or parties responsible for such loss or damage.
11. The AGENCY shall comply with all existing labor laws, i.e., minimum wage, cost of living allowance, 13th month pay, service incentives leave pay, SSS/Medicare/ED Premium contributions and other mandatory benefits as provided by law. For this purpose, it shall submit monthly upon presentation of the bill, a sworn certification that it has paid wages, allowances and bonuses of its employees assigned to the AUTHORITY in accordance with all labor laws and adjustments mandated.

B. PERFORMANCE BY THE AUTHORITY

1. For and in consideration of the services to be rendered by the AGENCY to the AUTHORITY, the latter obligates itself to pay and deliver to the former every month, upon the former's submission to the latter of the Statement of Account, the sum of **PHILIPPINE PESOS: Three Hundred Two Thousand Two Hundred Ninety Three Pesos and 00/100 Only (Php 302,293.00)** per month payable in two-bi-monthly payments, every fifteen and end of each month provided however, that the above amount represent payments to the AGENCY for posting/maintaining eighteen (18) security guards computed at the rate of **Seventeen Thousand One Hundred Ninety Five Pesos and 00/100 Only (Php 17,195.00) per month per guard** for Baguio City & La Trinidad, Benguet and **Sixteen Thousand One Hundred Fifty Seven Pesos and 50/100 Only (PhP. 16,157.50)** for the Province of Abra, Apayao, and Mt. Province and **Sixteen Thousand Nine Hundred Forty Seven Pesos and 00/100 Only (PhP 16,947.00)** for the province Ifugao and Kalinga for other rendering eight (8) hours per day. It should be understood that the eighteen (18) security guards represent body-count/man-count. Payments made by the AUTHORITY shall be inclusive of the VALUE ADDED TAX (VAT).
2. The AUTHORITY undertakes to provide the security personnel of the AGENCY with specific work areas, assignment, locations and/or Command Post to enable the AGENCY to fully and effectively perform its functions, duties and responsibilities and to evaluate the performance of the Security Guard posted at the TESDA-CAR every six (6) months.