



Republic of the Philippines
Department of Education
REGION XI
SCHOOLS DIVISION OF DIGOS CITY

Bids and Awards Committee

NOTICE TO PROCEED

30 JAN 2023

AMY DILLA-GRABATO, CSP, SCMS
General Manager
ACD Investigation Security Agency, Inc.
961 Quezon Boulevard,
Davao City

Dear Mrs. Grabato:

The undersigned wishes to inform you that the Contract Agreement for "*Project No. 22-12-152: Procurement of Security Services for DepEd – Schools Division Office of Digos City for CY 2023*", with the contract price of **Nine Hundred Eighty-Five Thousand Nine Pesos and 92/100 (Php 985,009.92)**.

You are now hereby notified to commence the delivery within seven (7) calendar days from the issuance of this notice and shall complete the delivery in accordance with the terms and conditions as reflected in the Agreement.

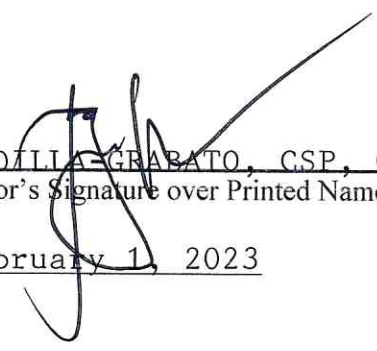
Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly return the original copies to the BAC Secretariat of this Division.

Very truly yours,

CRISTY C. EPE
Schools Division Superintendent
Head of Procuring Entity

Receipt of NTP is hereby acknowledged:

By:


AMY DILLA-GRABATO, CSP, SCMS
(Contractor's Signature over Printed Name)

Date: February 1, 2023



CONTRACT

This AGREEMENT, made this 30th day of January, 2023 at Digos City, Province of Davao del Sur by and between:

DEPARTMENT OF EDUCATION – SCHOOLS DIVISION OF DIGOS CITY an Office duly organized and existing in accordance with the laws of the Republic of the Philippines with office address at Corner Roxas and Lopez Jaena Sts., Digos City and represented herein by its Schools Division Superintendent, **CRISTY C. EPE** herein referred to as "**PROCURING ENTITY**"

-and-

ACD INVESTIGATION SECURITY AGENCY, INC. duly recognized and existing under and by virtue of the laws of the Republic of the Philippines, with the office address at 961 Quezon Boulevard, Davao City and represented herein by its General Manager, **AMY DILLA-GRABATO**, hereinafter referred to as the "**AGENCY**".

WITNESSETH:

WHEREAS, the **PROCURING ENTITY** is desirous of securing its premises and properties from pilferage, robbery, burglary, and other similar acts as well as protecting its officials, staff, visitors and guests from assault, harassment, threat or intimidation and other similar acts.

WHEREAS, the **AGENCY**, which has represented itself to be licensed security agency with substantial capital and complete facilities, has offered its services to the **PROCURING ENTITY** in order to provide the above-mentioned security and protection required by the **PROCURING ENTITY**.

NOW THEREFORE, for an in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties do hereby agree and stipulate as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 The **AGENCY** hereby agrees that it shall continually and satisfactorily render and provide the **PROCURING ENTITY** with four (4) Guards who will render security duty on the following Schedule and Cost:

Period Covered	No. of Guards	Guard Schedule of Duty at Schools Division Office's Security Guard	Contract Price
February 1, 2023 to December 31, 2023	4	8:00 AM – 4:00 PM One (1) Guard	<i>Annual Contract Price:</i> Nine Hundred Eighty-Five Thousand Nine Pesos and 92/100 (Php 985,009.92) Or <i>Monthly Contract Price:</i> Eighty-Two Thousand Eighty-Four Pesos and 16/100 (Php 82,084.16)
		4:00PM – 12:00 midnight One (1) Guard	
		12:00midnight – 8:00 AM One (1) Guard	
		Guard Schedule of Duty at Commission on Audit's Security Guard	
		12:00midnight – 8:00 AM One (1) Guard	

- 1.2 Within the entire duration of this Contract, the **AGENCY** shall assign, designate, and maintain at all times sufficient number of security guards and implement, to ensure the continuous and uninterrupted operations of the **PROCURING ENTITY**, sufficient trainings of security, protection and safety procedures, courtesy and respect, punctuality and efficiency, and conduct proper and effective orientation on gender rules and the basic VAWC Law, in order to ensure quality services;
- 1.3 The **AGENCY** shall ensure that the persons assigned to the **PROCURING ENTITY** are qualified, possessing the necessary skills, experience, knowledge and appropriate moral and ethical integrity to perform satisfactorily the security services. If found wanting, the **PROCURING ENTITY** may ask for replacement from the **AGENCY** anytime within the duration of the Contract;
- 1.4 It shall be understood that the **AGENCY** shall have full and complete control and supervision as the employer of its personnel guard assigned to the **PROCURING ENTITY**. The personnel guard assigned by the **AGENCY** to do the Security Services to the **PROCURING ENTITY** shall observe the requisite work standards and discipline of the job. The **AGENCY** will provide at its exclusive expense and account all the equipment, tools, machineries, instruments, appurtenances, supplies and supervision needed, necessary or required for the performance and completion of the Security Services. For purposes of monitoring and identification, the **AGENCY** agrees to provide, at its own expense, uniforms and identification cards to be worn at all times by its personnel or employees who are rendering the Security Services;
- 1.5 The **AGENCY** recognizes the position of trust and confidence reposed upon it by the **PROCURING ENTITY** and agrees to perform its obligations hereunder in the most efficient and competent manner, to use its skill and good judgment, to always act in good faith, and to carry on the execution of the Security Services in the most expeditious and economical manner consistent with the interest of the **PROCURING ENTITY**.
- 1.6 The **AGENCY** shall supervise, control, and maintain efficient and effective discipline over any personnel guard or person engaged by under this Agreement. The **AGENCY** guarantees and assures the **PROCURING ENTITY** that all personnel guard or persons engaged by **AGENCY** to perform the Security Services shall comply and abide the security rules and regulations of the **PROCURING ENTITY** while within the office premises. The **PROCURING ENTITY** or any of its authorized representatives shall report to the **AGENCY** any untoward act, wrongdoing, negligence, misconduct, or malfeasance of the personnel guard or person assigned to perform the Security Services and the former shall institute immediate measures and action;
- 1.7 The terms and conditions of employment of **AGENCY's** employees, who are assigned to render the Security Services, are the exclusive concerns of the **AGENCY**. The **AGENCY** as the employer of the personnel assigned to the **PROCURING ENTITY** shall ensure that all their salaries and benefits are paid and given and that all labor standards and related laws are complied with. The **PROCURING ENTITY** will require the **AGENCY** copies of employment contract by and between its assigned security personnel covered by this Contract including copies of their monthly payroll.
- 1.8 The **AGENCY** shall only issue licensed handgun or shotgun and will never issue high power weapons to all its assigned security guard or person in the **PROCURING ENTITY's** premises. The **AGENCY's** assigned guard shall always inform the **PROCURING ENTITY** of the assigned security and safety monitoring personnel on any crime incidents within the office premises, and if necessary by the responsible person to ensure police blotter.

1.9 The **AGENCY** shall assume damages for loss of property, injuries due to security negligence and non-performance of required security obligations. The **AGENCY** shall ensure that their legal authority as Private Security Agency granted by the PNP be deemed always valid.

ARTICE II TERM

2.1 The Contract shall take effect immediately and will automatically be terminated ending **December 31, 2023** unless terminated or cancelled for lawful cause by either party upon 30 days written notice. This Contract shall strictly be between the **PROCURING ENTITY** and the **AGENCY**.

2.2 However, the **PROCURING ENTITY** may pre-terminate this Agreement on any of the following grounds:

- 2.2.1 Any grave untoward act, misconduct, malfeasance, nonfeasance or negligence of **AGENCY's** employee guard committed in the **PROCURING ENTITY's** premises or its personnel and clients;
- 2.2.2 Unsatisfactory performance of the security services;
- 2.2.3 Failure on the part of the **AGENCY** to meet the required work for the contract duration and to give the proper salaries and benefits to guards;
- 2.2.4 Commission of acts by **AGENCY** and/or its employees, endangering the interest and security of the **PROCURING ENTITY**;

2.3 Violation of any provision of the Agreement is a ground for termination provided written notice is served thirty (30) days prior to the intended date of termination.

ARTICLE III

3.1 As consideration for the complete and satisfactory performance by **AGENCY** of the Security Services and its obligations in accordance with the agreement to the satisfaction of the **PROCURING ENTITY**, the **PROCURING ENTITY** shall pay the **AGENCY** based on the schedule attached and form part of this Agreement as Annex A, but in no case, shall exceed the amount stated in Article 1.1 of this Contract.

3.2 Any increase in the wages and/or benefits of the guards as mandated by law, wage order or other legal issuances shall be the responsibility of the **AGENCY** as the **PROCURING ENTITY** shall only pay the amount fixed by this Contract.

3.3 All billings to the **PROCURING ENTITY** must be submitted by the **AGENCY** every 15th and 30th day of each month and shall be accompanied by documents outlining actual work performed.

3.4 The **AGENCY** shall be responsible in selecting the guards to be deployed in premises of **PROCURING ENTITY**.

ARTICLE IV

4.1 The **AGENCY**, its agents and assigned employees, shall treat as confidential and properly safeguard, during and after the termination of this Contract, any and all information, documents, papers, programs, plans, ideas, trade secrets, and other information which may affect the interest of the **PROCURING ENTITY** or any of its services which **AGENCY**, its agents and assigned employees or persons engaged by it, may have acquired intentionally by whatever means or which may have been disclosed to them by the **PROCURING ENTITY** in the course of the performance of this Contract.

**ARTICLE V
WARRANTS AND UNDERTAKINGS**

- 5.1 The **AGENCY** affirms and confirms that it is an independent contractor and that no employer-employee relationship exists between the **PROCURING ENTITY** and the **AGENCY**, or any form of partnership is established.
- 5.2 Any personnel or person deployed by the **AGENCY** covered by this Contract shall in no way become an employee of the **PROCURING ENTITY**.
- 5.3 The **AGENCY** warrants and undertakes:
- 5.3.1 It has enrolled in the Registry of Agencies and Sub-agencies of the Regional Office of the Department of Labor and Employment XI.
- 5.3.2 It has secured all necessary licenses for it to engage Private Security Contract.
- 5.4 The **AGENCY** warrants that the **PROCURING ENTITY** shall be rendered free from any liability and obligations on any concealed activity of its assigned employee guard.
- 5.5 Any disputes that may arise from the Contract shall be resolved first through Alternative Dispute Resolution Act of 2004, and, in the event that it goes to court, it must be filed in Digos City.
- 5.6. The **AGENCY** shall assume the cost of the notarization of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


CRISTY C. EPE
Schools Division Superintendent

for:
Department of Education –
Schools Division of Digos City



AMY DILLA GRABATO
General Manager

for:
ACD Investigation Security Agency, Inc.

Witness:

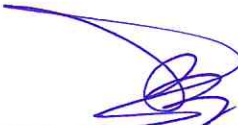

FRANCIS JUDE D. ALCOMENDRAS
Administrative Officer V

Allotment Available:


NEPTUNE L. TAMBILAWAN
Budget Officer III

Witness:


JOANNE SOMOKN


NORELIZA A. MISAL, CPA
Accountant III

Acknowledgment

Republic of the Philippines...)

.....) S.S

x.....x

30 JAN 2023

BEFORE ME appeared this ___day of _____, 2023 in _____, Philippines personally appeared the parties to this instrument through Competent Evidence of Identity indicated above as defined by the 2004 Rules on Notarial Practice, known to me to be the same persons who voluntarily executed and signed for the purpose stated in the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and if the parties herein act in a representative capacity, they have the authority to sign in that capacity.

This instrument, refers to a Contract Agreement for the delivery of **Security Services** consisting of **five (5)** pages including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY SEAL, the day, year and place above written.

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Series of 2023

ATTY. PAUL JORDAN T. BERGUIA
NOTARY PUBLIC
Until December 31, 2024
Roll of Attorneys No: 75560
Comm. Serial No. 2023-094-2024
PTR No. 7724593 * 12/20/2022 *DC.
IBP No. ON PROCESS