



Republic of the Philippines  
**Department of Education**  
REGION XII  
SCHOOLS DIVISION OF SOUTH COTABATO

**PROJECT:**                    **PROCUREMENT OF SECURITY SERVICES FOR SCHOOLS  
DIVISION OF SOUTH COTABATO FOR CY 2023 (EPA)**  
**Reference No.DSC-22-11-253**

**CONTRACT NO:**            **2022-12-012**

**SOURCE OF FUNDS:**    **DIVISION MOOE**

THIS AGREEMENT made the \_\_\_\_\_ day of **JAN 03 2023** between **DEPED-SCHOOLS DIVISION OF SOUTH COTABATO**, Alunan Ave., Koronadal City, South Cotabato of the Philippines hereinafter called "the Entity" of the one part and **SUPREME INVESTIGATIVE AND SECURITY AGENCY** of Blk. 7, Marañon Village, Koronadal City, South Cotabato, Philippines hereinafter called "the Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Security Services for Schools Division of South Cotabato CY 2023 (4 Licensed Security Guards)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seven Hundred One Thousand Eight Hundred Thirty-Five Pesos and Twenty-Five Centavos (Php 701,835.25)** hereinafter called "the Contract Price";

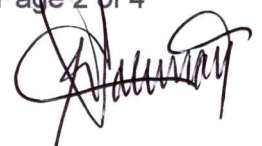
. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;


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;

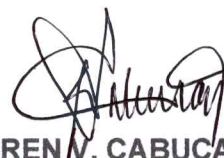
- c. Performance Security;
  - d. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs.
3. The **AGENCY** shall provide the **PROCURING ENTITY** Security Services 24-hours daily from January 1, 2023 to December 31, 2023. The **AGENCY** shall provide the **PROCURING ENTITY Four (4) Licensed Security Guards** who are properly screened, well trained, honest, obedient, responsible and dependable personnel to be utilized as mentioned from the above descriptions. The personnel to be assigned by the AGENCY to the **PROCURING ENTITY** under this agreement shall be required to render duties from **Monday to Sunday** including special and legal holidays at a maximum of eight (8) hours a day. The Agency shall provide Procuring Entity copies of Bio-data of the security guard assigned to it;
  4. The **AGENCY** shall make available at all times qualified alternate of the same qualification as provided under paragraph one (1) who shall take over immediately the assigned task of absent incapacitated or otherwise indisposed personnel to ensure continuous and uninterrupted services;
  5. The **AGENCY** shall be responsible to supervise and discipline its security personnel in accordance with established policies, procedure, as well as the rules and regulations of the **PROCURING ENTITY**. The latter shall inform the AGENCY of any untoward act done by its security personnel within 24 hours and the AGENCY shall immediately undertake measures including replacement of the same when necessary;
  6. There shall be **NO EMPLOYER-EMPLOYEE RELATIONSHIP** between the **PROCURING ENTITY** on one hand and the AGENCY and the security guard it shall assign in accordance with provisions of this agreement shall in no case ever be considered employees of the **PROCURING ENTITY**;
  7. The **PROCURING ENTITY** shall not in any way be responsible for claims to personnel injury, wages and other employee's benefits and whatever claims the **AGENCY** arising out of this agreement;
  8. The **AGENCY** shall be responsible for any loss of property or damage to the properties that may be suffered by the **PROCURING ENTITY** except those that can be easily transported or disposed of or which cannot be considered bulky but not limited to pocket such as calculators, jewelries and cash occurring or taking place during the tour of duty of the guards of the AGENCY, and made known in writing to the latter within 24 hours from the occurrence or discovery and which loss or damage is due to the negligence of the performance of the security functions and duties of the security guards, and provided, further that the AGENCY shall be responsible only for the losses or damages reported by the **PROCURING ENTITY** whenever there is showing that the door, window etc., or the points of entry/exit were subjected to a force. It is expressly understood however, that the AGENCY shall not be liable for the loss or damage to the property due to fortuitous events or force majeure;



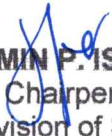
9. For or in consideration of the services to be rendered by the **AGENCY**, the **PROCURING ENTITY** shall pay to the former the amount of **FOURTEEN THOUSAND NINE HUNDRED ONE PESOS AND FORTY CENTAVOS (14,901.40)** for one (1) guard per month and **FOURTEEN THOUSAND FIVE HUNDRED TWENTY-EIGHT PESOS AND TWENTY-NINE (P 14,528.29)** for three (3) guards per month for eight (8) hours of duty daily, payable monthly after submission of **Statement of Account or Billing Statement of the Agency**. It shall be the accountability of the **AGENCY** to pay the salary and benefits of their Security Guard personnel whether on monthly or quincena basis.
10. That this agreement shall take effect on **January 1, 2023 up to December 31, 2023**, unless sooner terminated in accordance with the provisions thereof. After expiration of this contract and no new contract has been made or issued by the **PROCURING ENTITY** or that the result of the bidding is not yet issued if one is conducted, this contract shall be deemed extended on a month to month basis up to such period as may be allowed by law, rules and regulations.
12. **The PROCURING ENTITY** or the **AGENCY** reserves the right to terminate this contract for any cause or reason upon thirty (30) days prior notice to the other party. Provided that in case of litigation arising from or in connection with this contract, the parties agree that the venue of any action shall be at the proper court in Koronadal City, Province of South Cotabato.
13. The **DEPARTMENT OF EDUCATION – SCHOOLS DIVISION OF SOUTH COTABATO** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

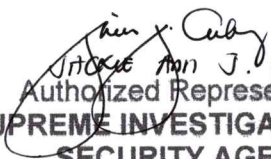
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**RUTH L. ESTACIO PHD, CESO VI**  
Schools Division Superintendent  
*for:*  
**DEPED-SCHOOLS DIVISION  
OF SOUTH COTABATO**

  
**EFREN V. CABUCAY, CSMS**  
General Manager  
*for:*  
**SUPREME INVESTIGATIVE AND  
SECURITY AGENCY**

SIGNED IN THE PRESENCE OF:


  
**JASMIN P. ISLA**  
BAC Chairperson  
DepEd, Schools Division of South Cotabato

  
Joseph M. J. Cruz  
Authorized Representative  
**SUPREME INVESTIGATIVE AND  
SECURITY AGENCY**

As to Allotment of Obligation:

  
**MAY GRACE T. DUPA**  
Administrative Officer V (Budget)

As to Funds Available:

  
**CARLO P. DIVEDOR, CPA**  
Accountant III



**ACKNOWLEDGEMENT**

(Republic of the Philippines)  
City of Koronadal ) s.s.

**JAN 03 2023** **CITY OF KORONADAL**

Before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
personally appeared:

Name Government-Issued ID/Date and Place of Issue CTC No./Date/Place Issued

**RUTH L. ESTACIO** TIN: 198-772-791-000

**EFREN V. CABUCAY, CSMS** TIN: 143-404-741

All known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages, together with the documents deemed and construed part of the contract, including this page, on which this acknowledgment is written, duly signed by their instrumental witnesses, and who acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

**WITNESS MY HAND AND SEAL** on the date and place first herein above stated.

Doc. No. 100  
Page No. 38  
Book No. E  
Series of 1807

**JOFFREY L. MONTEFRIO**  
Notary Public  
Koronadal City/Tampakan Province of South Cotabato  
Rooms 2 & 3, 2/F, Supermarket Bldg., Koronadal City  
PTR No. 2760844; 1-3-2023; Koronadal City  
IBP No. 181280; 1-03-2023; G.S.  
Roll Number 24228; TIN: 194-650-562  
Notarial Commission No. 525  
Expires December 31, 2023,  
MCLE Compliance No. VII- 20041  
Until April 14, 2025