

CONTRACT FOR THE PROCUREMENT OF SECURITY SERVICES FOR OMSC SYSTEM

KNOW ALL MEN BY THESE PRESENTS:

25 AUG 2014

This Contract made and entered into this _____ in San Jose, Occidental Mindoro, Philippines by and between:

The **OCcidental MINDORO STATE COLLEGE**, a government agency created pursuant to Batas Pambansa Blg. 531 as amended by Republic Act 9747 with Main Campus at Rizal St., San Jose, Occidental Mindoro, Philippines, hereinafter referred to as the **BUYER**.

-AND-

The **KNIGHTFORCE SECURITY AND INVESTIGATION AGENCY INC.**, a private enterprise/corporation established pursuant to existing laws with business address at Broas Bldg., General Trias Drive, Brgy. Tejero, General Tria, Cavite and hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, Invitation to Bid for this Contract was posted in accordance with existing government rules and regulations;

WHEREAS, an Opening of Bids was duly conducted last 07 July 2014;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid through careful Bid Evaluation and Post-qualification;

WHEREAS, the Occidental Mindoro State College has accepted a bid by the Supplier for the supply of those goods and services in the sum of THREE MILLION FIVE HUNDRED THIRTY TWO THOUSAND TWENTY THREE PESOS AND 36/100 (Php3,532,023.36).


WHEREAS, the SUPPLIER further agrees to commence the work on the project upon receipt of the NOTICE TO PROCEED, and contract time beginning on 16 September 2014 and completion of the same until 31 August 2015, unless additional time shall be allowed to the SUPPLIER by the BUYER in writing the provision of the SPECIFICATIONS herein.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

- The SUPPLIER shall undertake the PROCUREMENT OF SECURITY SERVICES FOR OMSC SYSTEM with the following Monthly Cost Distribution:

Amount Directly to Guard	Rate
Average Pay per Month	12,603.91
Nigh Differential Pay	258.54
13 th Month Pay	646.35
5 Days Incentive Leave Pay	106.25
Uniform Allowance	100.00
COLA	152.08
Total	13,867.13
Amount to Government in Favor of Guard	
Retirement Benefit	463.41
SSS Premium	589.30
Philhealth Contribution	100.00

For Knightforce Security and Investigation Agency:


MARIO I. MIGUEL
Witness

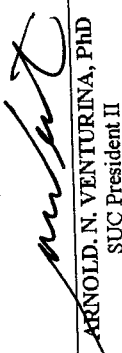
For Knightforce Security and Investigation Agency:


FEJELKA M. REY HIPOLITO
President

For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III/ Witness

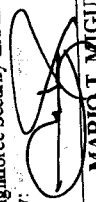
For Occidental Mindoro State College:

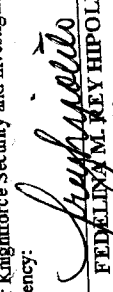

ARNOLD N. VENTURINA, PhD
SUC President II


State Insurance	10.00
Total	15,129.84
Agency Fee	1,950.00
VAT	234.00
Contract Rate for 12 Hours per Guard	17,313.84
No. of Security Guards to be Supplied	17
Duration of Contract	12 months
TOTAL CONTRACT PRICE	3,532,023.36


2. The Technical Specifications for the project shall be:

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
THE SERVICES REQUIREMENT				
1	The security service requirement of the Occidental Mindoro State College shall be for the purpose of maintaining law and order within its premises at Rizal St., San Jose, Occidental Mindoro and its other four (4) external campuses in Labangan, Murtha, Sablayan and Mamburao. The security service requirement is needed for the protection and guarding of its properties from theft, robbery, arson, destruction or damage as well as by protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to the maintenance of security and safety.			
2	The Security Service Provider shall provide OMSC with qualified and trained Security Guards and Security Officers to, at all times, maintain security and safeguard the buildings, offices and properties within the premises of the OMSC campuses, as well as provide protection for its officials, employees, visitors, guests and transacting public.			
3	The Security Agency shall secure, on its account, all equipment necessary for the performance of its obligations under the Contract including the following:			
	3.1 Firearms with ammunition requirements: Main – 1 unit short shotgun; 1 unit .38 cal. Revolver Labangan – 3 units short shotgun Murtha – 1 unit .38 cal. Revolver Sablayan – 2 units .38 cal. Revolver Mamburao – 1 unit .38 cal. Revolver Note: All firearms shall be in good firing condition	1 unit per Security Guard on duty	8-9 units per shift	
	3.2 One (1) unit of cellular phone for security communications for the supervisor;	1 unit	1 unit	
	3.3 One Base Radio in the security agency's head office and one (1) Handheld ICOM/VHF Radio for each shift on duty in each campus of OMSC or a cellphone with unlimited call maintained by the security agency; Main – 1 Labangan – 2 Murtha – 1 Sablayan – 2	1 unit Base Radio 1 unit Handheld ICOM/VHF Radio per shift on duty in all campuses	1 unit Base Radio 5 units Handheld ICOM/VHF Radio or 5 units of cell phones with unlimited	


For Knightforce Security and Investigation Agency:

MARIO I. MIGUEL
Witness

For Knightforce Security and Investigation Agency:

FEDELINA M. REY HIPOLITO
President

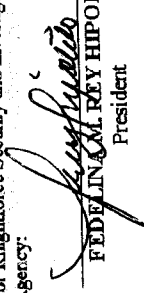
For Occidental Mindoro State College:

GRACE M. ANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:

ARNOLD N. VENTURINA, PhD
SUC President II

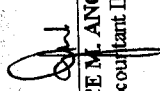
For Knightforce Security and Investigation
Agency:


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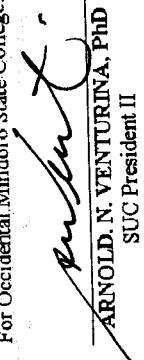
For Knightforce Security and Investigation
Agency:


FEDELIN M. REY HIPOLITO
President

For Occidental Mindoro State College:



GRACE M. ANCHETTA, CPA
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For Occidental Mindoro State College:

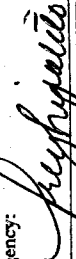

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	Mamburao – 1		call per shift on duty in all campuses	
	For the Sablayan and Mamburao Campuses, the security agency should have tie-up with the Philippine National Police (PNP).			
	3.4 Two (2) metal detectors for each shift on duty in the Main, Labangan and Murtha Campus and at least one (1) for each shift on duty in other campuses;		8 units	
	3.5 One (1) digital camera on station (optional);	7 units (optional)	7 units (optional)	
	3.6 One (1) raincoat with hood and one (1) rain boot per security guard;		17 units raincoat 17 units rain boot	
	3.7 One (1) teargas per security guard on duty (optional);		8-9 units (optional)	
	3.8 One (1) heavy duty flashlight per security guard on duty; Main – 1 Labangan – 2 Murtha – 1 Sablayan – 2 Mamburao – 1		8-9 units per shift	
	3.9 One (1) rechargeable emergency lamp on each station; Main – 1 Labangan – 2 Murtha – 1 Sablayan – 2 Mamburao – 1		7 units	
	3.10 One (1) first aid kit for each guard;		17 units	
	3.11 One (1) nightstick per security guard on duty; Main – 1 Labangan – 2 Murtha – 1 Sablayan – 2 Mamburao – 1		8-9 units per shift	
4	The Security Agency shall likewise provide, on its account the following services;			
	4.1 Training and information materials for OMSC officials and employees on safety, security, and incident/crisis management;			
	4.2 Conduct of training for all security guards on safety, security and incident/crisis management.			
	4.3 Twenty-four (24) hour monitoring and daily inspection of vicinities in Main Campus and other campuses.			
5	The Security Agency shall be liable and answerable to the OMSC for damages or losses within its premises and for such actions which directly prejudice the integrity, efficiency, and effectiveness of OMSC, its operations, and its officials and employees, caused by or due to negligence and/or misdemeanor or the Security Agency personnel but not for any loss, damage or harm due to any fortuitous event, force majeure or causes beyond the control of the Security Agency personnel;			
6	The services to be rendered by the Security Agency shall be on a twenty-four (24) hour basis divided into two (2) shifts or twelve (12) hours per shift, unless otherwise approved by OMSC in meritorious cases, depending on the security		17 Security Guards	


For Knightforce Security and Investigation Agency:


MARKIO P. MIGUEL
Witness

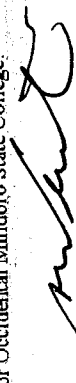
For Knightforce Security and Investigation Agency:


FEDEANA M. REY HIPOLITO
President

For Occidental Mindoro State College:



GRACE M. ANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:

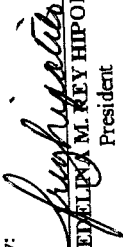

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SUC President II

	situation. The Security Agency shall deploy fifteen (17) guards - four (4) at Main Campus, five (5) at Labangan Campus, two (2) at Murtha Campus, four (4) at Sablayan Campus, and two (2) at Mamburao Campus.			
7	The Security Guards shall perform security, and whenever necessary, investigation and escort services, subject to the terms and conditions stipulated herein, and provided that in the event additional guards may be needed, a supplemental contract shall be executed.			
8	The number of security guards may be increased at the discretion of OMSC as the exigency of the service so requires or as the security situation so demands.		To be determined when the need arises	
QUALIFICATIONS OF SECURITY GUARDS				
1	The Security Guards to be deployed by the Security Agency shall have the following qualifications and requirements;			
	1.1 Completion of at least high school and one (1) year experience;			
	1.2 NBI, police, barangay and other relevant clearances by local authorities;			
	1.3 PNP-SAGSD license;			
	1.4 Neuro-psychiatric, drug test, and medical certificates;			
	1.5 Holder of NC II Certificate on Security Services or its equivalent or sufficient background and training in customer relations, crowd control, bombs and explosives, disaster management, investigation, fire-fighting and safety, and other related competencies;			
	1.6 Not less than 22 years but not more than 50 years of age as of hiring;			
	1.7 Has attended the orientation on OMSC VMGO, policies, operations, and security regulation.			
SUPERVISION AND ADMINISTRATION				
1	There shall be no employer-employee relationship between OMSC and the Security Agency. It is expressly understood and agreed that the Security Officers/Guards shall, in no case, be considered as employees of OMSC but shall remain employees of the Security Agency. As such, the Security Agency shall warrant faithful compliance with all the laws, rules and regulations pertaining to employment in the private sector, which are now existing or may thereafter be enacted, including but not limited to the minimum wage, social security, compensation and medical requirements.			
2	The Security Agency shall further warrant that the OMSC shall, in no case, be held answerable, accountable nor responsible for any accident, injury or death which may be suffered by any of its security guards in the course of the performance of their duties as such;			
3	The Security Agency's Security Officers shall exercise the following functions:			
	3.1 Supervise and direct security services in the Main Campus and other campuses;			
	3.2 Regularly inspect and monitor performance of Security Guards;			
	3.3 Liaise between the Security Agency and the OMSC;			
	3.4 Perform investigation and other related			


For Knightforce Security and Investigation
Agency:


MARJOT I. MIGUEL
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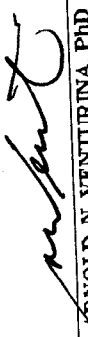
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Agency:


FELECIA M. REY HIPOLITO
President

For Occidental Mindoro State College:

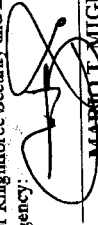

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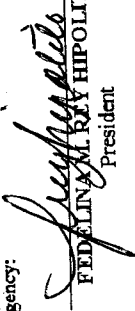

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SUC President II

	duties;			
	3.5 Perform administrative functions including report preparation, verification of Daily Time Records, preparation of duty/shift schedules, etc.			
4	The OMSC shall have the right to select, change or refuse any security guard assigned to it by the Security Agency. The Security Agency shall provide the OMSC with copies of the 201 files of all security guards including the security officers;			
5	The Security Agency as employer shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures; direct and control its personnel; and to assign, rotate or reassign security guards, subject to the approval of a Duty Detail/Schedule by the OMSC or its authorized representative; Provided, that no Security Guard already assigned to the OMSC shall be removed, changed or transferred to any place of assignment without cause and sufficient notice to OMSC.			
6	The Security Agency shall give prior notice to OMSC of any personnel movements and secure the concurrence of the College of such replacements prior to actual deployment. The Security Agency shall not withdraw or replace any security guard involved in any violation of OMSC policies, rules and regulations or involved in any administrative case against OMSC officials and employees, until after proper investigation and resolution of the case have been made by OMSC and other authorities concerned.			
7	Concerns and complaints referred to by OMSC to the Security Agency shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the College; Provided, that the other campuses shall coordinate directly with the Office of the President which shall immediately refer to and coordinate with the Security Agency in order to effectively address their security needs and concerns;			
8	The Security Agency shall likewise agree to perform its contractual obligations in coordination with the Office of the President which shall exercise overall responsibility for the coordinated enforcement of security and incident/crisis and emergency plans, policies, rules and procedures;			
9	The Security Agency shall require its Security Guards to wear prescribed uniform while on duty. Security Guards shall use the log books in all campuses to properly maintain a record of attendance;			
10	The Security Agency and/or its detachments shall submit directly to the Office of the President such weekly and monthly incident reports as may be required from time to time by OMSC.			
11	The Security Agency shall update/renew and submit to OMSC its performance security, mayor's permit, license, and such all other bid documents which may expire during the contract period.			
12	The Security Agency shall submit a certificate of attendance of each replacement guard as proof of their attendance in a seminar or orientation on the performance of their duties.			

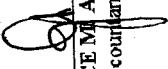
For Knightforce Security and Investigation
Agency:


MARRO I. MIGUEL
Witness

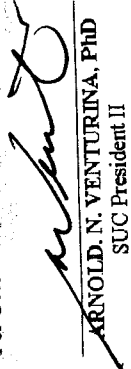
For Knightforce Security and Investigation
Agency:


FEDELINA M. REY HIPOLITO
President

For Occidental Mindoro State College:


GRACE M. ANCHETA, CPA
Accountant III/ Witness

For Occidental Mindoro State College:


ARNOLD N. VENTURINA, PhD
SUC President II

3. The Supplier shall comply to all social legislations related to labor and furnish the Entity with necessary reports like SSS, Philhealth, Pag-ibig remittances.
4. The Supplier shall fully implement a Security Plan which shall be well-coordinated with the Security Unit of the Entity.
5. The Supplier shall provide transport facility when pooling manpower in case there is a security emergency at any of the OMSC campuses.
6. In consideration of the payments to be made by the BUYER to the SUPPLIER as hereinafter mentioned, the former hereby covenants with the latter to provide the goods and services and to remedy any defects therein in conformity in all aspects with the provisions of the Contract.
7. The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
8. That the SUPPLIER shall comply with the provisions of RA 9184 and its Revised Implementing Rules and Regulations and other legal laws which provides for the criminal liability of the supplier, etc. for violation of any material provision of the contract involving quantity and quality of work resulting to prejudice of the government.
9. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. General Conditions of Contract
 - b. Special Conditions of Contract
 - c. the Bid Form and the Price Schedule submitted by the Bidder including the annexes in two envelopes;
 - d. the Schedule of Requirements;
 - e. the Technical Specifications;
 - f. Invitation to Bid
 - g. Instruction to Bidders
 - h. Notice of Award
 - i. Performance Bond
 - j. Notice to Proceed.
10. When the SUPPLIER refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is deemed default in this Contract, the SUPPLIER shall pay the BUYER for liquidated damages, as per Section 68, Rule XXII as reiterated in Item 3.1 Annex D both of the Revised IRR of RA 9184, with the following formula, to wit:

"an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned."
11. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities do not fall within the critical path of the network. Extension of time shall be granted only the equivalent of delay due to major calamities.
12. Settlement of Dispute – The SUPPLIER is herein obliged to follow the Technical Specifications. If any dispute or difference of any kind whatsoever between the Technical Working Group of the BUYER or authorized representative and the SUPPLIER arising from the execution of Contract and scope of work, the same shall

be brought to the OMSC President or his duly authorized representative for settlement.

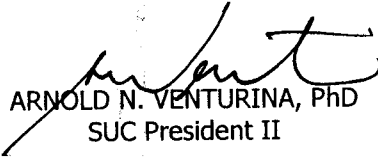
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

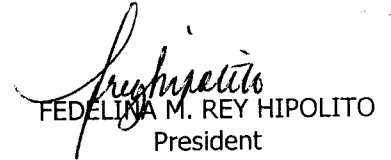
OCCIDENTAL MINDORO STATE COLLEGE

KNIGHTFORCE SECURITY AND INVESTIGATION AGENCY INC.

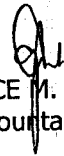
Represented By:

Represented by:


ARNOLD N. VENTURINA, PhD
SUC President II


FEDELINA M. REY HIPOLITO
President

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


MARIO F. MIGUEL
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF OCCIDENTAL MINDORO) S.S
MUNICIPALITY OF SAN JOSE)

AUG 29 2014

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2014, affiants exhibiting to me their Competent Evidence of Identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed.

<u>Name</u>	<u>ID No.</u>	<u>Issued At</u>	<u>Issued On</u>
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
FEDELINA M. REY HIPOLITO	SSS ID No. 33-1735980-7	San Jose, Occ. Mindoro	

WITNESS MY HAND AND SEAL.

Doc. No. 122
Page No. 25
Book No. 79
Series of 2014

ATTY. ALFREDO A. CASTILLO
NOTARY PUBLIC
COMM. EXPIRES ON FEB. 21 - 2014
PTR NO. 1-123456789-2014
ID NO. 123456789-2014
SAN JOSE, OCC. MINDORO
NOTARY PUBLIC IV NO. 0008376
DATE OF REG. 2012
ROLL NO. 42417