



Republic of the Philippines
Department of Education
Region XI
SCHOOLS DIVISION OF DIGOS CITY
Digos City



NOTICE OF AWARD

March 16, 2022

LARRY T. FRANCO

Vice President & General Manager
Philguard Security Services
2/F-B Dunkin Donuts Bldg., L22, B3, P7,
Ecoland Subd., Matina, Davao City

Dear Mr. Franco:

In accordance with the Bids and Awards Committee (BAC) Resolution to Award No. 012, s. 2022, as approved by the Head of the Procuring Entity (HOPE), we are pleased to confirm your award for "**Project No. 22-01-002: Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding)**" at Digos City, with the contract price of **One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60)**.

Kindly affix your signature on the space provided below to indicate your formal acceptance of this award.

For purposes of entering into contract with DepED, Division of Digos City, you are advised to submit within ten (10) days from receipt hereof the following:

- a. Performance Security in the form of Cash or Cashier's/Manager's Check or Bank Guarantee issued by the Universal Commercial Bank (10% of the Contract Price), or Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (30% of the Contract Price);
- b. Contract signed by you and your instrumental witness

Failure to comply with the foregoing requirements within the prescribed time will be ground for cancellation of your Award.

Very truly yours,

CRISTY C. EPE

Office of the Schools Division Superintendent
Head of Procuring Entity

Awards Accepted

LARRY T. FRANCO, CSP, CSMS, CST

V-PRESIDENT/GENERAL MANAGER

(Contractor's Signature over Printed Name)

Date: **MAR 16 2022**



Republic of the Philippines
Department of Education
Region XI
SCHOOLS DIVISION OF DIGOS CITY
Digos City



BIDS AND AWARDS COMMITTEE (BAC)
RESOLUTION NO. 011 s. 2022

**DECLARING PHILGUARD SECURITY SERVICES, INC. AS THE LOWEST
CALCULATED RESPONSIVE BIDDER FOR PROJECT NO. 22-01-002:
PROCUREMENT OF SECURITY SERVICES FOR DEPED-SCHOOLS DIVISION
OFFICE FOR 2022 (SECOND PUBLIC BIDDING); AND RECOMMENDING ITS
APPROVAL TO THE SCHOOLS DIVISION SUPERINTENDENT**

WHEREAS, Republic Act No. 9184 provides for the modernization, standardization and regulation of the procurement activities of the Government;

WHEREAS, for “*Project No. 22-01-002: Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding)*”, Digos City Division, with the ABC of *One Million One Hundred Seventy-Four Thousand One Hundred Twelve Pesos and Fifty Centavos (Php 1,174,112.50)* through the Bids and Awards Committee (BAC), proceeded with Procurement observing the procurement procedures as provided for in R.A. 9184;

WHEREAS, on March 7, 2022, the Opening of Bids, which was participated in by MBG SECURITY & INVESTIGATION SERVICES, INC., PHILGUARD SECURITY SERVICES, INC. and PRIORITY SECURITY AGENCY, INC. was done;

WHEREAS, the first envelop to be opened was from MBG SECURITY & INVESTIGATION SERVICES, INC. and was declared complying with the Eligibility and Technical Requirements based on the documents submitted and quoted the amount of One Million One Hundred Seventy Thousand Fifty-One Pesos and Thirty-Six Centavos (Php 1,170,051.36);

WHEREAS, the next envelop to be opened was from PHILGUARD SECURITY SERVICES, INC. and was declared complying with the Eligibility and Technical Requirements based on the documents submitted and quoted the amount of One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60);

WHEREAS, the next envelop to be opened was from PRIORITY SECURITY AGENCY, INC. and was declared complying with the Eligibility and Technical Requirements based on the documents submitted and quoted the amount of One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60);

WHEREAS, on March 8, 2022, the Technical Working Group (TWG) conducted Detailed Bid Evaluation and after their thorough evaluation of the submitted bid documents PHILGUARD SECURITY SERVICES, INC. was considered as the lowest calculated bidder as read offering the amount of One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60);

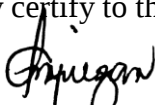
WHEREAS, the Technical Working Group (TWG) conducted Post Qualification and after their thorough evaluation, the PHILGUARD SECURITY SERVICES, INC. was declared post-qualified;

WHEREAS, during the BAC meeting held on March 14, 2022, taking into consideration the report of the Technical Working Group, and on motion of BAC Member Mrs Ida Juezan, which was seconded by BAC Member Mrs. Jessica Lucero, **PHILGUARD SECURITY SERVICES, INC.** was declared as the Lowest Calculated Responsive Bidder as read for **“Project No. 22-01-002: Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding)”**;

NOW, THEREFORE, WE, the Members of the Bids and Awards Committee, hereby resolved to declare **PHILGUARD SECURITY SERVICES, INC.** as the Lowest Calculated Responsive Bidder for **“Project No. 22-01-002: Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding)”** in the amount of **One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60)**, and to recommend approval of said declaration to the Schools Division Superintendent.

RESOLVED at DepEd Digos City Division, Corner Roxas and Lopez Jaena Sts., Digos City, this 14th day of March 2022.

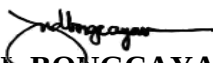
We hereby certify to the correctness of the above Resolution.


IDA I. JUEZAN
Member


JESSICA G. LUCERO
Member


MARY GLOR D. TABANAO
Member


CHERRY ROSSETTE E. OLIVA
Vice-Chairperson


NEIL BONGCAYAO
Provisional Member


BASILIO P. MANA-AY, JR. EdD
Chairperson



Republic of the Philippines
Department of Education
Region XI
SCHOOLS DIVISION OF DIGOS CITY
Digos City



BIDS AND AWARDS COMMITTEE (BAC)
RESOLUTION NO. 012, s. 2022

**A RESOLUTION RECOMMENDING TO THE SCHOOLS DIVISION
SUPERINTENDENT THE AWARD OF THE CONTRACT FOR
PROJECT NO. 22-01-002: PROCUREMENT OF SECURITY SERVICES FOR DEPED-
SCHOOLS DIVISION OFFICE FOR 2022 (SECOND PUBLIC BIDDING) TO
PHILGUARD SECURITY SERVICES, INC.**

WHEREAS, Republic Act No. 9184 provides for the modernization, standardization and regulation of the procurement activities of the Government;

WHEREAS, for “*Project No. 22-01-002: Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding)*”, Digos City Division, with the ABC of *One Million One Hundred Seventy-Four Thousand One Hundred Twelve Pesos and Fifty Centavos (Php 1,174,112.50)* through the Bids and Awards Committee (BAC), proceeded with Procurement observing the procurement procedures as provided for in R.A. 9184;

WHEREAS, on March 7, 2022, the Opening of Bids, which was participated in by MBG SECURITY & INVESTIGATION SERVICES, INC., PHILGUARD SECURITY SERVICES, INC. and PRIORITY SECURITY AGENCY, INC. was done;

WHEREAS, the first envelop to be opened was from MBG SECURITY & INVESTIGATION SERVICES, INC. and was declared complying with the Eligibility and Technical Requirements based on the documents submitted and quoted the amount of One Million One Hundred Seventy Thousand Fifty-One Pesos and Thirty-Six Centavos (Php 1,170,051.36);

WHEREAS, the next envelop to be opened was from PHILGUARD SECURITY SERVICES, INC. and was declared complying with the Eligibility and Technical Requirements based on the documents submitted and quoted the amount of One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60);

WHEREAS, the next envelop to be opened was from PRIORITY SECURITY AGENCY, INC. and was declared complying with the Eligibility and Technical Requirements based on the documents submitted and quoted the amount of One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60);

WHEREAS, in the report of the TWG for Post-Qualification Evaluation, PHILGUARD SECURITY SERVICES, INC. was declared as responsive/post-qualified;

WHEREAS, during the BAC Meeting held on March 14, 2022, taking into consideration Resolution No. 011, s. 2022, on motion of Mrs. Maryglor Tabanao, which was seconded by Mrs. Jessica G. Lucero, the preparation of the Resolution to Award has to be done to recommend to the Schools Division Superintendent the award of the contract for “*Project No. 22-01-002:*

Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding);

NOW, THEREFORE, WE, the Members of the Bids and Awards Committee, hereby resolved to recommend to the Schools Division Superintendent the award of the contract for **“Project No. 22-01-002: Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding)”** with business address in 2/F-B Dunkin Donuts Bldg., L22, B3, P7, Ecoland Subd., Matina, Davao City, as the Lowest Calculated Responsive Bidder in the amount of **One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60).**

RESOLVED at DepEd Digos City Division, Corner Roxas and Lopez Jaena Sts., Digos City, this 14th day of March 2022.

We hereby certify to the correctness of the above Resolution.


IDA I. JUEZAN
Member


JESSICA G. LUCERO
Member


MARY GLOR D. TABANAO
Member


CHERRY ROSSETTE E. OLIVA
Vice-Chairperson


NEIL BONGCAYAO
Provisional Member


BASILIO P. MANA-AY, JR. EdD
Chairperson



Republic of the Philippines
Department of Education
Region XI
SCHOOLS DIVISION OF DIGOS CITY
Digos City



NOTICE TO PROCEED

March 21, 2022

LARRY T. FRANCO

Vice President & General Manager
Philguard Security Services
2/F-B Dunkin Donuts Bldg., L22, B3, P7,
Ecoland Subd., Matina, Davao City

Dear Mr. Franco:

The undersigned wishes to inform you that the Contract Agreement for "**Project No. 22-01-002: Procurement of Security Services for DepEd-Schools Division Office for 2022 (Second Public Bidding)**", with the contract price of **One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60)**.

You are now hereby notified to commence the execution of services 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 in three (3) to the BAC Secretariat of this Division.

Very truly yours,


CRISTY C. EPE

Office of the Schools Division Superintendent
Head of Procuring Entity ✓

Receipt of NTP is hereby acknowledged:

By:


LARRY T. FRANCO, CSP, CSMS, CST
V. PRESIDENT/GENERAL MANAGER

(Contractor's Signature over Printed Name)

Date: MAR 21 2022



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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

Department of Education, Digos City Division, 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 and represented herein by its Schools Division Superintendent, **CRISTY C. EPE** herein referred to as "**PROCURING ENTITY**".

-and-

Philguard Security Services, a Security Agency duly recognized and existing under and by virtue of the laws of the Republic of the Philippines, with the office address at 2/F-B Dunkin Donuts Bldg., L22, B3, P7, Ecoland Subd., Matina, Davao City and represented herein by its General Manager, **LARRY T. FRANCO**, 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 five (5) 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
April 1, 2022 or from assumption of duty, whichever is earlier, to December 31, 2022	5	8:00 AM – 4:00 PM One (1) Guard	One Million One Hundred Thirty-Seven Thousand One Hundred Eighty-Six Pesos and Sixty Centavos (Php 1,137,186.60)
		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	
		4:00PM – 12:00 midnight One (1) 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 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, 2022** 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;

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 wages and/or benefits as may be mandated by law, wage order or other legal issuances shall be subject to negotiation and approval of the DBM XI, and such changes will become in the form of addendum to 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.

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, we have hereunto affixed our signature this MAR 21 2022 day of March, 2022 at **DAVAO CITY**, Davao del Sur, Philippines.

DEPARTMENT OF EDUCATION
DIGSO CITY DIVISION

By: 

CRISTY C. EPE
Schools Division Superintendent

PHILGUARD SECURITY SERVICES
Matina, Davao City

By: 

LARRY T. FRANCO
Vice President & General Manager

Funds Available:


NORELIZA A. MISAL, CPA

Accountant

Amount: ₱ 964,885.00

Account No. 2-00015-920-3

Bank Name: DBP - Digos Branch

Signed in the Presence of:


FRANCIS JUDE CALCOMENDRAS
Administrative Officer V
DepEd, Digos City Division


PCOL. RAMON A. SALVILLA SR. (Ret)
Administrative Manager
Philguard Security Services

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
PROVINCE OF DAVAO DEL SUR
CITY OF **DAVAO CITY**

X-----/

BEFORE ME, this MAR 21 2022, at DAVAO CITY, Davao del Sur, the parties personally appeared with their valid identification as above-written below their names, known to me and to me known to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed and that of the offices they respectively represent.

The foregoing instrument is an Owner-Contractor Contract consisting of Five (5) pages including this page on which this Acknowledgement is written and signed by the parties hereto and their instrument witnesses on the left margin of each of every page hereto.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Doc. No. 177
Page No. 37
Book No. 1
Series of 2022


ATTY. ELIZABETH F. QUITAIN-SALVO
Serial No. 2021-968-2022 / Davao City
Notary Public
Until December 31, 2022, Davao City
Office Address: 171 Maigo St., Davao City
PLDT Tel. No. (082) 227-4248
TIN 930-264-365
Roll No. 56552
PTR No. 6356921 C / 01-03-2022 / Davao City
LSP Lifetime No. 019377 (O.R. No. 031469) 03-05-18 / D.C.
MCLE Compliance No. VI-0009784 / valid until 04-14-2022