



Republic of the Philippines

# NATIONAL COUNCIL ON DISABILITY AFFAIRS

## NOTICE OF AWARD

May 4, 2012

**ANGELO NATHANIEL S. DUCUT**

Operations Manager

Prime Security & Protective Agency, Inc.

13 K-6<sup>th</sup> St., Kamuning, Quezon City

**Dear Mr. Ducut:**

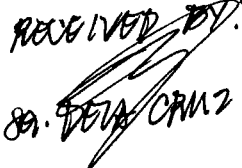
Upon careful post bidding evaluation of all qualified bidders, we are happy to notify you that the procurement of security services for NCDA Building Office for 12 hrs/guard per day effective May 1, 2012 to May 1, 2013 is being awarded to you at a contract price equivalent to **FIVE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED FIFTY EIGHT & 60 CENTAVOS (595,258.60.00)**.

You are therefore required, within 5 days from receipt of this Notice of Award, to formally enter into contract with us and to submit the Performance Security in the form and the amount stipulated in the instructions to Bidders. Failure to enter into said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Thank you.

Very truly yours,

  
**ALICIA R. BALA**  
Undersecretary DSWD  
OIC/Executive Director, NCDA

RECEIVED BY  
  
DR. BOLA CRM2 AN.

NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City 1127, Philippines

Telephone Numbers: (632) 9324342; (632) 9515013; (632) 9326422; (632) 9516129; (632) 9522809; (632) 9323389; (632) 9516033; (632) 9515925

website: <http://www.ncda.gov.ph> \* e-mail: [council@ncda.gov.ph](mailto:council@ncda.gov.ph)

# CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract for Security Services is entered into and executed by and between:

The **NATIONAL COUNCIL ON DISABILITY AFFAIRS (NCDA)**, a government agency attached to the Department of Social Welfare & Development and established by virtue of Executive Order No. 709 dated February 26, 2008, with office address located at Isidora Street, Barangay Holy Spirit, Diliman, Quezon City, represented herein by its Officer-in-Charge/Executive Director, **ALICIA R. BALA**, Undersecretary DSWD referred to as the **NCDA**

- and -

The **PRIME SECURITY & PROTECTIVE AGENCY, INC.**, a corporation duly organized and operating under the laws of the Philippines with its principal office located at No. 13K-6<sup>th</sup> Street, Kamuning, Quezon City, represented in this act by its President/General Manager **TERESITA SISON-DUCUT**, hereinafter referred to as the **AGENCY**.

## WITNESSETH

*[Handwritten signature]*  
**WHEREAS**, the NCDA is in need of the services of a Security Agency, for deployment of Security Guards to secure, maintain peace and order and prevent the commission of crimes within the premises of NCDA.

**WHEREAS**, the NCDA in observance of the requirement of the law issued an invitation to bid and posted the same to the Philippine Government Electronic Procurement System (PHILGEPS) and at conspicuous place within the NCDA office premises starting February 28, 2012 and consequently conducted a public bidding on March 20, 2012.

*[Handwritten signature]*  
**WHEREAS**, the AGENCY being one of the eligible bidders, submitted a bid proposal considered as the most favorable, advantageous offer to the government and more responsive by the Bids and Awards Committee under Resolution No. 002-09.

**WHEREAS**, the AGENCY intends to commit to the responsibility of safeguarding and protecting the premises and properties of the NCDA including

the life and limbs of its official and employees from unlawful entry, i.e. thieves, robbers and the like.

**NOW THEREFORE**, for and in consideration of the above premises and by mutual covenant and stipulation hereinafter set forth, the parties hereby agreed as they do hereby agree that:

1. This Contract shall include all of the following documents which are made integral part of this contract. Any reference to this Contract is deemed to include reference to the Contract Documents:
  - a. NCDCA Invitation to Apply for Eligibility and to Bid
  - b. Bidders Eligibility Documents
  - c. Bid Tender and Proposal
  - d. Result of Bid Evaluation
  - e. Notice of Award
  - f. Notice to Proceed
  - g. Security Bond
  - h. An affidavit of undertaking to pay the worker at least the minimum wage
  - i. Security Plan
  - j. Other documents that the NCDCA may require as per COA rules & regulations
  - k. Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004
2. This Contract shall be effective from March 1, 2012 (Effective Date) and shall continue to have force and effect until March 1, 2013 (Contract Term). During the contract term, the AGENCY shall provide and deploy to NCDCA, such number of able-bodied, efficient, licensed, uniformed, bonded and armed Security Guards as provided in the Contract Documents and in accordance with the provisions of the Implementing Rules and Regulations of Republic Act 5487 as amended by Presidential Decree No. 1919.
3. The AGENCY warrants that it possesses any and all necessary licenses and permits for the conduct of its business and for the performance of services under this Contract. The AGENCY further warrants that every Security Guard assigned under this Contract possesses the following qualifications:
  - At least high school graduate with good personality, moral character and reputation, and without any criminal or police record.
  - Physically and mentally fit and not less than 22 nor more than 40 years of age. Must be at least 5' 4" in height and not less than 120 pounds in weight. Have been screened and cleared by the National Bureau of Investigation, Philippine National Police and Prosecutor's/Fiscal's office. Furthermore, the AGENCY upon request of the NCDCA must furnish the

NCDA with the corresponding certification of any particular Security Guard or guards.

- Possesses a license to practice the profession of a security guard duly issued by the Philippine National Police.
  - Able to entertain guests/ observe protocol and courtesy and can prepare reports.
4. The NCDA reserves the right to increase or decrease the number of security guards or have the AGENCY replace all or anyone of the existing Security Guards as exigencies of its operation may require. However, such increase, decrease or replacement becomes effective only upon due notice to the AGENCY and the AGENCY shall have 72 hours allowance within which to act from receipt of the notice.
  5. All Security Guards assigned under this Contract are considered exclusive employees of the of the AGENCY and the AGENCY therefore duty bound, in connection with such employment to comply with **all labor laws and legislation** including payment of minimum wage, remittances for workmen compensation, employers liabilities, separation pay, Social Security System coverage and income tax payment. The AGENCY indemnify and hold the NCDA free and harmless from any claims and liabilities arising out of or related to the employment of the Security Guards' relatives or dependents. The AGENCY warrants that it complies with all existing labor laws and standards and social legislation. The AGENCY shall, upon the request from time to time by the NCDA, submit to the NCDA such certifications and/or clearances to confirm or evidence compliance with labor laws and standards and social legislation.
  6. The AGENCY shall have the full control and supervision over the Security Guards under this Contract as well as to the manner of performance of their duties. However, the AGENCY binds itself to cause the implementation or enforcement of any rules and regulations, directives and or orders that the NCDA may issue concerning the conduct of the said Security Guards that will redound to the fulfillment of the objectives of this Contract and the NCDA or any of its ranking officials may issue direct orders for compliance by the Security Guards.
  7. The AGENCY is responsible for the security and protection of the premises and the property of the NCDA as well as the life and limbs of its officials, employees and guests from unlawful acts and unlawful entry, including theft, robbery, damage to property, trespass and the like. The AGENCY hereby assumes responsibility and liability for any injury to the officials, employees and guests of the NCDA, and for any loss or damage to property of the NCDA or of its officials, employees or guests, when such injury to persons or loss or damage to property have been committed due to negligence or abandonment

of duties of the Security Guards, provided however that the AGENCY is properly notified within twenty-four (24) hours after the injury, loss or damage occurred or is discovered.

The AGENCY will not be responsible for any loss or damage due to force of nature, fortuitous events and/or any act of nature beyond human control.

8. The AGENCY shall provide all supplies and materials for the performance of services under this Contract including the following equipment for the use of their Security Guards: a) duly licensed firearms, b) paraphernalia e.g. flashlights, teargas, raincoat, umbrellas, boots, first aid kit, c) office supplies e.g. log books, ball pen, papers etc. and other things, tools or equipment needed by the security Guards as they perform their duties.
9. The AGENCY shall maintain camaraderie and harmonious relationship with the NCDA's officials, employees and guests. A monthly meeting with the Security Guards or as often as needed shall be held by the AGENCY in order to clarify issues and solve problems and thus, achieve good and efficient performance of duties of the Security Guards.
10. As part of the monitoring process, the AGENCY shall prepare and submit a monthly report to the NCDA. The monthly report shall contain the names, deployment details and duty hours of the Security Guards deployed to the NCDA. The monthly report shall also contain a monthly evaluation reporting the performance of each security Guards deployed to the NCDA.
11. The AGENCY shall within ten (10) days from signing of this Contract furnish the NCDA with a performance security in cash, manager's check or cashier's check or irrevocable letter of credit issued by reputable commercial bank equivalent to 5% of the Contract price of Section 12 below (Performance Security). The Performance Security may be drawn or forfeited in favor of the NCDA in case of termination of this contract by the NCDA due to violation by the AGENCY of any of the stipulation herein provided, or failure of the AGENCY to perform any of its obligations under this contract.
12. The NCDA reserves the right to terminate this Contract upon due notice of termination to the AGENCY on any of the following grounds: (a) failure of the AGENCY file the Performance Security within ten (10) days from signing of this Contract, or (b) violation of any of the stipulation herein provided, or (c) failure of the AGENCY to perform any of its obligation under this Contract..

From time to time, during the Contract Term, the NCDA may conduct an assessment or evaluation of the performance of the AGENCY based on the

set of technical and performance criteria prescribed in this Contract and the contract Documents. Based on its assessment, the NCDA may pre-terminate this Contract for failure of the AGENCY to perform any of its obligations under this Contract following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.


13. For and in consideration of the full and satisfactory performance of the security services by the AGENCY in accordance with this Contract and contract documents, the AGENCY shall be entitled to a payment of the total amount of **FIVE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED FIFTY EIGHT PESOS & 60 CENTAVOS (Php 595,258.60)** (Contract Price) for the entire Contract Term. The contract Price shall be paid on a monthly installment based on a monthly billing of the AGENCY. Other than the contract Price, the NCDA shall not be liable to the AGENCY, or any Security Guard or third party, for the payment of any other service fee, materials or other costs and expenses. The Contract Price is inclusive of value added taxes, if any is due. The NCDA may deduct and withhold any withholding taxes required by law or regulation to be withheld from the payments to the AGENCY.

IN WITNESS WHEREOF, the parties have set their hands this MAY 11 2012 2012 at the City of Quezon, Philippines.


**NATIONAL COUNCIL ON DISABILITY AFFAIRS**

**PRIME SECURITY & PROTECTIVE AGENCY, INC.**

by:

  
**ALICIA R. BALA**  
Undersecretary, DSWD  
OIC/Executive Director

by:

  
**TERESITA SISON-DUCUT**  
President/ General Manager

**SIGNED IN THE PRESENCE**

  
**MATEO A. LEE, JR.**  
Deputy Executive Director

  
**ANGELO NATHANIEL S. DUCUT**  
Operations Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY

BEFORE ME, this MAY 11 2012 day of March, 2012 in Quezon City Metro Manila, personally come and appeared the following persons:

Name	CTC/Passport No.	Date & Place of Issue
ALICIA R. BALA		
TERESITA SISON DUCUT	CC03163127	January 05, 2012 at Quezon City

Who were identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument and who acknowledged to me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of their respective principals.

**IN WITNESS WHEREOF**, I have hereunto set my hand seal on the date and at the place first above written.

Doc. No. 48  
Book No. 49  
Page No. 21  
Series of 2012

**ATTY. JOSE C. REYES**  
NOTARY PUBLIC  
UNTIL DEC 31, 2012  
PTR NO 1179625 - 1-2-2012 - Q.C.  
IBP NO 732195 - 1-2-2012 - Q.C.  
ATTY. REG. NO. 29216  
MCLE 0015569