

BIDS AND AWARDS COMMITTEE RESOLUTION NO. <u>019</u> S. 2022

RESOLUTION DECLARING LOWEST CALCULATED RESPONSIVE BID AND RECOMMENDING AWARD OF CONTRACT

WHEREAS, the Department of Social Welfare and Development - Cordillera Administrative Region (DSWD-CAR) through the General Services Section planned for Early Procurement Activity (EPA) of the project, Outsourcing of Service Provider for Security Services to DSWD Facilities for CY2022 with an Approved Budget for the Contract (ABC) amounting to Seven Million Two Hundred Sixty-Three Thousand One Hundred Sixty-Eight Pesos (Php7,263,168.00) broken down below being the ABC to be funded through the National Expenditure Program for 2022:

Description	ABC
Outsourcing of Service Provider for Security Services to DSWD Facilities for January to June 2022 (Direct Release Fund)	Php3,631,584.00
Outsourcing of Service Provider for Security Services to DSWD Facilities for July to December 2022 (CMF Fund)	Php3,631,584.00

- WHEREAS, Republic Act 9184, otherwise known as the Government Procurement Reform Act, in its Implementing Rules and Regulations under Section 10, provides that "all procurement shall be done through competitive bidding, except as provided in Rule XVI";
- WHEREAS, in consonance with the Republic Act 9184 and its Implementing Rules and Regulations, a Project Procurement Management Plan (PPMP) for the project was incorporated in CY2021 Indicative Annual Procurement Plan (APP) of the Field Office adopting Public Bidding as mode of Procurement;
- WHEREAS, the GPPB Circular 06-2019 dated July 17, 2019, authorized the conduct of Early Procurement Activities (EPA) for goods to be delivered and implemented in the following fiscal year pending approval of funding sources;
- WHEREAS, the Bids and Awards Committee (BAC) through the BAC Secretariat advertised the Invitation to Bid from 04 December 2021 to 27 December 2021 at DSWD-CAR website, Philippine Government Electronic Procurement System (PhilGEPS) and posted at DSWD-CAR Bulletin Board located at the main entrance of the Field Office;



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CONTRACT AGREEMENT

THIS AGREEMENT made on the JAN 2 8 of January 2022 between Department of Social Welfare and Development – Cordillera Administrative Region represented by DIR. ARNEL B. GARCIA, CESO II, Regional Director with office address at 40 North Drive, Baguio City, Philippines (hereinafter called "the Entity") of the one part and Itawes Security Proactive Agency, Inc. represented by MR. RANDY M. FURIGAY, Security Executive Director with office address at 01 Burgos Street, Centro 8, Tuguegarao City, Cagayan, Philippines (hereinafter called "the Service Provider") of the other part;

WHEREAS, the Entity invited Bids for certain goods and services, particularly Outsourcing of Service Provider for Security Services to DSWD-CAR Facilities for CY 2022 – LOT 1 under ITB 2022-DSWD-CAR-009 and has accepted a Bid by the Service provider for the supply of those goods and services with contract amount of Two Million Six Hundred Eighty-Nine Thousand Eight Hundred Eighty-Five Pesos and 80/100 (Php2,689,885.80), (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 and Annex A: Duties and Responsibilities 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.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications and Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. 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;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees

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that additional contract documents or information prescribed by

GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- In consideration for the sum of Two Million Six Hundred Eighty-Nine Eight Hundred Eighty-Five Pesos and (Php2,689,885.80) for February 1, 2022 to June 30, 2022 or such other sums as may be ascertained, Itawes Security Proactive Agency, Inc. agrees to provide the goods and services for the Outsourcing of Service Provider for Security Services to DSWD-CAR Facilities for CY 2022 -LOT 1 under ITB 2022-DSWD-CAR-009 in accordance with his/her/its Bid.
- The Department of Social Welfare and Development Cordillera Administrative Region 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.

ARNEL B. GARÖJA, CESO II Regional Director

Security Executiv e Director

for:

for:

Department of Social Welfare and Development - Cordillera **Administrative Region**

Itawes Security Proactive Agency, Inc.

Signed in the presence of

AILEEN M. BALLESTEROS Head - General Services Section

FROILAN M. ALMAZAN Human Resource Officer

CERTIFIED FUNDS AVAILABLE:





ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIP La Trinidad, Benguet	PINES)	
BEFORE ME, a Notary Pub personally appeared this A	ic for in 2022 La Trinidad, Benguet day of January 2022.	, Philippines,
Name	Community Tax Cert. No./ID No.	Date/Place Issued
ARNEL B. GARCIA, CESO	<u> </u>	
RANDY M. FURIGAY	LTO DL # NO2-09-014938	1/10/17 - TVG. CITY

Known to me to be the same persons, who executed the foregoing instruments and acknowledged that the same is free and voluntary act and deed.

This document refers to the Contract of Services consisting of three (3) pages including this page signed by the parties and witnesses.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my notarial seal at the place and date above written.

PTR No. 7017866 | W. 14242 | Pubyr IBP No. 04632 | 03.01.2022 | Baculo-Ben Roll No. 65942 | 06.21.2016 | Manila

Doc. No.: 382

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Book No.:

Series of : 2022

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DUTIES AND RESPONSIBILITIES

I. AREAS COVERED

The DSWD-CAR offices and centers referred herein shall be the following:

- a. DSWD-CAR Field Office located at No. 40 North Drive, Baguio City
- b. Regional Haven located at No. 40 North Drive, Baguio City
- c. Reception and Study Center for Children (RSCC) located at Wangal, La Trinidad
- d. Reception and Study Center for Children (RSCC) located at Floresca Street, Aurora Hill, Baguio City
- e. Regional Rehabilitation Center for Youth (RRCY) located at Sitio Payda, Barangay Bayabas, Sablan, Benguet
- f. DSWD Secretary's Cottage and Training Center located at Leonard Wood Road, Baguio City
- g. Project Luke Building located at Leonard Wood Road, Baguio City
- h. DSWD Day Care Center, located at Leonard Wood Road, Baguio City

II. SCOPE OF RESPONSIBILITY

- 1. The SERVICE PROVIDER shall provide and make available to the ENTITY the required number of qualified, trained, licensed, bonded, armed and uniformed security personnel to maintain for the ENTITY's offices and centers the safeguarding and protection of its premises including its properties from theft, robbery, arson, destruction or damage, as well as protecting its officials, employees, visitors and clients from assault, harassment, threat or intimidation through strict and faithful enforcement of security plans, policies, rules and regulations on security and safety.
- 2. The SERVICE PROVIDER shall provide security services for the ENTITY on a twenty-four hour basis as specified in Section VI. Schedule of Requirements under the Philippine Bidding Documents and Terms of Reference for Security Services.

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- 3. The SERVICE PROVIDER shall be liable to the ENTITY for damages or losses within its premises caused by or due to the negligence of and/or misdemeanor of the SERVICE PROVIDER's personnel but not for any loss caused by force majeure, fortuitous event, or causes beyond the control of the security personnel.
- 4. The SERVICE PROVIDER shall ensure the deployment of security personnel who are qualified, physically and morally fit, adequately trained and disciplined with duly-licensed and serviceable firearms with sufficient ammunitions at all times during their tour of duty and fully equipped with supplies and communication and other required equipment for the proper and effective performance of their security duties and responsibilities.
- 5. The SERVICE PROVIDER shall abide by the minimum and basic qualifications of the security guards to be assigned to the ENTITY which shall be in accordance with the technical specifications submitted during the procurement process including the provision of supplies and equipment. The Technical Specifications, herein attached as Annex 'A', shall form part of this Contract.
- The SERVICE PROVIDER shall provide other security-related services such as, but not limited to, the conduct of independent investigation, surveillance monitoring and asses/property recovery, if need arises.
- It is expressly understood and agreed that the security personnel under this Contract shall, in no case, be considered as employees of the ENTITY but shall continue as employees of the SERVICE PROVIDER.
 - As such, the SERVICE PROVIDER shall be solely and exclusively responsible in hiring, payment of wages and imposing of disciplinary measures like suspension or dismissal. However, the ENTITY has the right to demand for the replacement of an assigned security personnel who may be found to be remiss with his/her duty or whose presence has been found to be detrimental to the ENTITY.
- 8. The SERVICE PROVIDER shall assume full responsibility in the enforcement of discipline and the proper conduct and performance of duties of their security guards assigned to the ENTITY.

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- The ENTITY shall not be liable to the security guards for the payment of any claim for injury, sickness, or any other claim under any existing laws, rules and regulations including the payment of their Social Security System, PAG-IBIG and PhilHealth contributions.
- 10. The SERVICE PROVIDER shall submit to the ENTITY a certified copy of the payroll signed by the security guards after each pay day as well as certified copy of receipts of payments of government dues and remittances for their SSS, PhilHealth and PAG-IBIG. These shall be part of the requirements in the payment of the monthly billing stipulated in this Contract.
- 11. The SERVICE PROVIDER shall assume full responsibility on any claims for compensation on injuries from accidents of the security guards/officers assigned to the ENTITY in connection to the performance of their duties and shall free the ENTITY from any suit in connection therewith.
- 12. The SERVICE PROVIDER shall be liable for the destruction or loss arising from theft, robbery, malicious mischief, vandalism, arson or similar act involving any property and/or equipment that were endorsed and accounted at the inception of this contract if, after due investigation by the proper authorities, said loss or damage is attributed to the act or omission of the security guard assigned at the ENTITY's premises.
- 13. Should there be an investigation involving injury, loss or damage as stated in the two preceding paragraphs, the SERVICE PROVIDER shall, at no cost, assist the proper authorities conducting such investigation.
- 14. The SERVICE PROVIDER shall provide the ENTITY a high resolution CCTV with large storage recorder with at least TWENTY-ONE (21) cameras, within fifteen (15) days from deployment of the security guards. The SERVICE PROVIDER shall also readily provide ENTITY soft copies of the videos recorded upon the latter's request.
- 15. The SERVICE PROVIDER undertakes to provide each security guard assigned within the ENTITY's premises their prescribed uniforms, duly licensed and functioning firearms with sufficient ammunition, two-way radio, flashlights and club/nightstick. It shall also provide the security

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guards assigned within the premises of the ENTITY an emergency kit, logbook and other paraphernalia necessary for the proper performance of their duties and responsibilities. Long Firearms are not allowed at the centers (RRCY, RSCC and RHWG).

- 16. The SERVICE PROVIDER warrants their immediate response when called for in cases of emergencies and fortuitous events. As such, the mobile phones numbers of the Security Supervisor and Security Guards, aside from the office landline, shall be provided to the ENTITY at the commencement of this Contract. The ENTITY shall be promptly updated should there be any changes in these numbers.
- 17. The SERVICE PROVIDER shall render monthly performance or status report to the ENTITY.
- 18. The security detachment to be established and assigned by the SERVICE PROVIDER shall consist of twenty-one (21) security guards in reference to the attached Schedule of Requirements.
- 19. In consideration for the services rendered, the ENTITY shall pay the SERVICE PROVIDER the amount of Two Million Six Hundred Eighty-Nine Thousand Eight Hundred Eighty-Five Pesos and 80/100 (Php2,689,885.80) from February 1, 2022 to June 30, 2022, VAT inclusive, payable by the ENTITY to the SERVICE PROVIDER on the fifteenth (15th) and thirtieth (30th) day of each month under this Contract.
- 20. The SERVICE PROVIDER shall have the right to inspect the guards on duty at any time and demand for immediate replacement, when necessary, on the grounds of gross misconduct, poor performance, negligence, lack of discipline, discourtesy and for committing an offence involving moral turpitude.
- 21.A monthly performance evaluation will be conducted by both parties through their authorized representatives. Each party shall have similar copy of the accomplished evaluation.
- 22. The SERVICE PROVIDER shall put up a performance bond in favor of the ENTITY which may either be in cash, surety bond and/or GSIS bond, to secure the faithful performance and compliance with the provisions of this Contract and as provided for under R.A. 9184 and its Implementing Rules and Regulations. The liability, however, of the

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SERVICE PROVIDER shall not be limited to the amount of the performance bond and the duration of this contract posted but shall extend even after the cancellation or termination of this Contract should there be any claim by the SERVICE PROVIDER against the ENTITY for loss or damage by reason of this Contract.

- 23. Issues/concerns pertinent to this Contract must be expressed in writing by either party duly signed and communicated to the other party.
- 24. This contract may be amended or modified only through a written instrument signed by the PARTIES herein.
- 25. All notices, request, demands or other communication hereunder shall be in writing except those needing abrupt and swift action for the benefit of the Entity and shall be deemed to have been duly given, if sent by electronic mail (e-mail), or mailed, certified, return-receipt requested, postage prepaid, to the e-mail address or address set forth below the parties' signatures.
- 26. The ENTITY has the right to terminate the services of the SERVICE PROVIDER at anytime during the Contract period with prior notice to the SERVICE PROVIDER, for any of the following grounds: a) gross violation of the provisions of this Contract; b) poor performance; c) violation of labor laws, rules and regulations; d) failure to comply to the timely remittance of legally demandable obligations; e) breach of the provisions of this contract.
- 27. This agreement is confidential and both parties are aware that disclosure of any terms of this agreement can substantially and irreparably damage the competitiveness of the SERVICE PROVIDER or compromise the ENTITY. Further, all information or data pertaining to the activities, programs and projects of the ENTITY, including the officers, personnel and clients involved, that are obtained by the SERVICE PROVIDER through its security guards, shall remain confidential. Any unauthorized disclosure can result in the injured party seeking damages.
- 28. Should any portion or provision of this Contract be declared invalid, illegal or unenforceable for any reason, the legality and enforceability of the remaining provisions shall not any be affected or impaired thereby.

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29. In cases of dispute, the parties agree to settle amicably using the alternative modes of dispute resolution. If it fails and parties resort to litigation, the venue of the action or proceeding shall be the proper courts of Baguio City to the exclusion of all other venue.

ARNEL B. GARCIA, ÇESO II Regional Director DSWD – CAR

Security Executive Director Itawes Security Proactive Agency, Inc.

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Special Conditions of Contract

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Clause	
1	Delivery and Documents -
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to this Contract are to be delivered in the respective areas of DSWD-CAR Facilities. Risk and title will pass from the Service provider to the Procuring Entity upon receipt and final acceptance of the Services Rendered."
	Delivery of Services shall be made by the Service provider in accordance with the terms specified in Section VI (Schedule of Requirements), Section VII (Technical Specifications) including Terms of Reference and Duties and Responsibilities (Annex A of the Contract Agreement).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are: 1. Edna S. Benitez, Center Coordinator 2. Nelly Mason, Center Head – RSCC 3. Rojhelea Ann Claur, Center Head – RRCY 4. Aileen M. Ballesteros, Head General Services Section (DSWD Field Office)
	Incidental Services –
	The Service provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications:
	a. performance or supervision of on-site security services;
	 furnishing of tools or equipment and supplies required for delivery of services;
	c. performance or supervision or maintenance and/or guarantee good quality of the supplied Goods, for a period of time indicated in the bidding documents and/or as agreed by the parties, provided that this service shall not relieve the Service provider of any warranty obligations under this Contract; and
	d. availability of manpower for security services to the designated
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	delivery sites.
	The Contract price for the Services shall include the prices charged by the Service provider for incidental services and shall not exceed the prevailing rates charged to other parties by the Service provider for similar services.
	The goods required are listed in Section VI (Schedule of Requirements) and Section VII (Technical Specifications and Term of Reference) and the cost of delivery, taxes and other fees are included in the contract price.
	The Service provider shall carry sufficient security personnel for FY2022 or any changes that may be introduced during the contract implementation. The goods and services shall be supplied as promptly as possible, but in any case shall be communicated immediately.
	In case of fortuitous events or any circumstance beyond the procuring entity's control, the end-user shall closely coordinate for any changes in implementation of the project.
2.2	"The terms of payment shall be as follows: Payment shall be processed monthly upon receipt of complete supporting documents."
4	The inspections and tests that will be conducted are: Physical/on-site inspection of services rendered

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NOTICE TO PROCEED

27 January 2022

MR. RANDY M. FURIGAY Security Executive Director ITAWES SECURITY PROACTIVE AGENCY, INC. 01 Burgos St., Centro 8, Tuguegarao City, Cagayan

Dear Mr. Furigay:

The attached Contract of Agreement having been approved, notice is hereby given to Hawt scennify Proactive Inches withat work may commence for the project, Outsourcing of Service Provider for Security Services to DSWD Facilities for CY 2022 - Lot 1 under ITB 2022-DSWD-CAR-009.

Upon receipt of this notice, you shall be responsible for performing the services under the terms and conditions of the agreement and in accordance with the Implementation and Delivery Schedule.

Please acknowledge receipt and acceptance of this notice by signing the space provided below. Keep one (1) copy and return the remaining copies to this office.

Very truly yours,

ARNEL/B. GARCIA, CESO II Regional Director

I acknowledge receipt of this Notice on:	JANUARY 31, 2022
	Date
Name or Authorized Representative:	ZANDY M. FURIGAY
Signature:	Name
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PAGE 1 of 1



17 January 2022

MR. RANDY M. FURIGAY
Security Executive Director
ITAWES SECURITY PROACTIVE AGENCY, INC.

01 Burgos St., Centro 8, Tuguegarao City, Cagayan

Dear Mr. Furigay:

We are happy to inform that your bid/proposal received and opened on 27 December 2021 for the project, Outsourcing of Service Provider for Security Services to DSWD Facilities for CY 2022 – Lot 1 under ITB 2022-DSWD-CAR-009 as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, as follows:

Quantity	Description	Contract Amount
1 Lot	Outsourcing of Service Provider for Security Services to DSWD Facilities for January to June 2022 (Direct Release Fund)	₱ 3,227,862.96
Total	Three Million Two Hundred Twenty-Seven Thousand Eight Hundred Sixty-Two Pesos and 96/100	

You are hereby required to provide within ten (10) calendar days from receipt of this notice to post the performance security in the form of cash, managers check or cashier's check or bank guarantee issued by a Universal or Commercial Bank in the amount of Five (5%) percent or Surety Bond issued by a surety or insurance company duly certified by insurance commission as authorized to issue such security amounting to Thirty Percent (30%) of the total contract price.

Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Thank you.	
Very truly yours,	
ARNEL/B. \$ARCIA, CESO <u>I</u> I	
Regional Director /	
Conforme!	
Date :	



17 January 2022

MR. RANDY M. FURIGAY
Security Executive Director
ITAWES SECURITY PROACTIVE AGENCY, INC.
01 Burgos St., Centro 8, Tuguegarao City, Cagayan

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Thank you.

Very truly yours,

ARNEL B. GARCIA, CESO II
Regional Director

Conforme:

Date

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17 January 2022

MR. RANDY M. FURIGAY
Security Executive Director
ITAWES SECURITY PROACTIVE AGENCY, INC.
01 Burgos St., Centro 8, Tuguegarao City, Cagayan

Dear Mr. Furigay:

We are happy to inform that your bid/proposal received and opened on 27 December 2021 for the project, Outsourcing of Service Provider for Security Services to DSWD Facilities for CY 2022 – Lot 2 under ITB 2022-DSWD-CAR-009 as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, as follows:

Quantity	Description	Contract Amount
1 Lot	Outsourcing of Service Provider for Security Services to DSWD Facilities for July to December 2022 (CMF Fund)	
Total	Three Million Two Hundred Twenty-Seven Thousand Eight Hundred Sixty-Two Pesos and 96/100	₱ 3,227,862.96

You are hereby required to provide within ten (10) calendar days from receipt of this notice to post the performance security in the form of cash, managers check or cashier's check or bank guarantee issued by a Universal or Commercial Bank in the amount of Five (5%) percent or Surety Bond issued by a surety or insurance company duly certified by insurance commission as authorized to issue such security amounting to Thirty Percent (30%) of the total contract price.

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I nank y	ou.
Very tru	ly yours,
ARNEL Regional D	B. GARCIA, CESO II
Confor	me:
Date	:



17 January 2022

MR. RANDY M. FURIGAY
Security Executive Director
ITAWES SECURITY PROACTIVE AGENCY, INC.
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Thank you.

Very truly yours,

ARNEL B. GARCIA, CESO II

Regional Director

Conforme:

Date

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