

**CONTRACT FOR SECURITY SERVICES**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract entered into and executed this 04 day of AUG 2020 at Quezon City, Philippines by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, with office address at the Higher Education Development Center (HEDC) Building, C.P. Garcia Avenue, Diliman, Quezon City, herein represented by its Chairman, **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as the "**CHED**".

-and-

The **STAR SPECIAL CORPORATE SECURITY MANAGEMENT, INC.**, with postal address at 140 J. P. Rizal Street, Project 4, Quezon City, represented by its President, **ATTY. EDGARDO C. SORIANO**, hereinafter referred to as the "**AGENCY**";

**WITNESSETH, That:**

**WHEREAS**, the **CHED**, through the Bids and Awards Committee (BAC) conducted a public bidding on the **Procurement of Security Services for CHED for FY 2020 (6 Months)** with an Approved Budget for the Contract (ABC) in the total amount of **Four Million Three Hundred Twenty One Thousand Four Hundred Twenty Two and 90/100 (P 4,321,422.90)** for the security and protection of all premises, properties, equipment and personnel of CHED in accordance with Republic Act No. 9184 and its 2016 revised Implementing Rules and Regulations, for which certain terms and conditions were laid out in the bidding documents;

**WHEREAS**, the CHED Bids and Awards Committee (BAC) undertook the following bidding processes for the procurement of security services for CHED for FY 2020 such as: (a) advertisement on May 25, 2020; (b) pre-bid conference on June 3, 2020; (c) opening and evaluation on June 17, 2020;

**WHEREAS**, the CHED Bids and Awards Committee (BAC) during the opening and evaluation of bids on June 17, 2020 declared the eligibility and technical bids submitted by the Star Special Corporate Security Management Services, Inc. as having "passed" the eligibility and technical evaluation of documents;

**WHEREAS**, the CHED Bids and Awards Committee (BAC) opened the financial component submitted by Star Special Corporate Security Management Services, Inc. and found to have submitted the bid amount of Four Million Two Hundred Fifty Six Thousand One Hundred Thirty Five Pesos and 88/100 (P 4, 256,135.88) and further declared as the Single Calculated Bid (SCB) subject to the conduct of post-qualification evaluation;

**WHEREAS**, the amount of Four Million Two Hundred Fifty Six Thousand One Hundred Thirty Five Pesos and 88/100 (P4,256,135.88) is covered by a Certificate of Fund Availability duly signed by the Chief Accountant, Accounting Division under the Administrative, Financial and Management Service (AFMS);

**WHEREAS**, on June 18, 2020, the CHED Bids and Awards Committee (BAC) conducted post-qualification evaluation with Star Special Corporate Security Management Services, Inc. and was found responsive with the eligibility and technical requirements of the bid as specified in the bidding documents;

**WHEREAS**, based from the foregoing, the CHED Bids and Awards Committee (BAC) upon motion duly seconded resolved to recommend the award of the contract to Star Special Corporate Security Management Services, Inc. as the Single Calculated and Responsive Bid (SCRB);

**WHEREAS**, the CHED Bids and Awards Committee (BAC) through BAC Resolution No. 2020-037 dated June 20, 2020 recommended for approval by the Commission en Banc (CEB) the award of the contract to Star Special Corporate Security Management Services, Inc. in the total amount of Four Million Two Hundred Fifty Six Thousand One Hundred Thirty Five Pesos and 88/100 (P 4, 256,135.88) for the procurement of security services of CHED for FY 2020 (6 Months);

**WHEREAS**, on June 23, 2020, the Commission en Banc through CEB Resolution No. 406-2020 approved the award of the contract to Star Special Corporate Security Management Services, Inc. amounting to Four Million Two Hundred Fifty Six Thousand One Hundred Thirty Five Pesos and 88/100 (P 4, 256,135.88) for the procurement of security services for CHED for FY 2020 (6 Months);

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. That the **AGENCY** will provide the **CHED** with necessary number of qualified security guards properly licensed by Philippine National Police Security Agency and Guards Supervision Division

(PNPSAGSD) and possessing all the requirements of R.A. No. 5487 and who are efficient, competent, bonded, in prescribed uniform while on duty and who shall be provided with at least one adequate security training or re-training each year on a planned schedule so as not to disrupt the quality and efficiency of security services in the HEDC; The **AGENCY** shall also make sure that all the security guards assigned to the premises of HEDC are medically and psychologically fit to perform their duties, as attested by medical, neuro-psychiatric and drug test clearances;

2. The **AGENCY** shall provide the necessary firearms and ammunitions to the guards assigned to the **CHED** and other required security equipment and paraphernalia as may be demanded by circumstance of their duties and functions;
3. As required by the **CHED**, the security guards to be assigned by the **AGENCY** shall consist of twenty one (21) security guards, two (2) shifts, covered by Wage Order No. 22 for six (6) months from July 1, 2020 until December 31, 2020 as per attached Cost Contribution Form, rendering tour of duty daily including holidays to be deployed at the **CHED** office;

This number may be increased or decreased depending upon the exigencies of the service and upon the discretion of the **CHED**;

4. It is expressly understood and agreed upon that the **CHED** shall not be responsible for any claim for personal injury or damage, including death either to any of the guards or to third persons where such injury, damage or death resulted by reason of the lawful performance of duties and responsibilities by the security guards;

5. The **AGENCY** shall, after appropriate investigation, assume full responsibility for any loss or damage due to theft, pilferage, trespass and robbery to **CHED** properties, except personal effects like monies, jewelries and/or other small objects that can be concealed, removed or carried by one person, and if such loss or damage to **CHED** property or properties was declared as the result of the act, omission, negligence or fault on the part of the guards, and provided that said damage or loss of properties is reported in writing to the **AGENCY** within seventy two (72) hours from its occurrence. When such loss or damage is cause by force majeure or fortuitous event, the agency shall not in any way be held responsible;

6. For and in consideration of the services to be rendered by the **AGENCY** for the **CHED**, the latter shall during the existence of the **AGREEMENT**, pay the former the contract price of **Four Million Two Hundred Fifty Six Thousand One Hundred Thirty Five Pesos**

**and 88/100 (P4,256,135.88)**, the Cost Contribution attached as **Annex A**;

The **CHED** hereby agrees that it shall pay the **AGENCY** on a monthly basis upon timely submission of the monthly Billing Statement attached with all the required supporting documents which shall be forwarded to the CHED at least a week after the succeeding month to ensure timely fund utilization of CHED;

7. The **AGENCY** shall pay on the 15<sup>th</sup> and last day of every month all the security guards assigned to the **CHED** under this Agreement such as salaries, in accordance with the new minimum wage law, and all those provided under existing applicable law on wages, and all remuneration provided for by other laws involving security agencies; The **AGENCY** shall likewise ensure the timely remittance of Social Security System, PhilHealth, Pag-IBIG and Employees Compensation contributions as well as the timely remittance of payments to Social Security System and Pag-IBIG loans and further provide all security guards with the supporting documents required from the **AGENCY** on the filing of loan or claim of benefits from the said government agencies;
8. Should new additional fringe benefits, Presidential Decrees, allowances and/or increase in the minimum wage, be enacted, the rate as stated under item no. 6 of this **AGREEMENT** shall be subject to negotiation between the parties;
  - 8.1 In case of issuances increasing the minimum wage rate, it shall be understood that the increase thereto covers all other wage related benefits such as 13<sup>th</sup> month pay, the equivalent of the twelve (12) paid regular holidays, four (4) special holidays, the five (5) days service incentive leave and the premiums under the Social Security System, PhilHealth, Pag-IBIG and Employees Compensation, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations;
9. The **AGENCY**, upon the effectivity of this Contract has posted a performance bond in favor of the CHED in the amount of ten percent (10%) of the contract price to answer for any claims or damages arising from, or in connection with the performance by the **AGENCY** or its assigned security guards of their duties under this Contract;
10. This **AGREEMENT** shall take effect from July 1, 2020 until December 31, 2020 upon completion of the contract duly notarized and shall continue for a period of six (6) months from the date of effectivity, which may be extended at the option of both parties in accordance with the GPPB Resolution No 03-2006, the amended Guidelines on Contract Extension for General Services, unless

Handwritten signature and scribble on the left margin of the document.


**IN WITNESS WHEREOF**, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_, 2020 at Quezon City, Philippines.

**COMMISSION ON HIGHER  
EDUCATION  
INC.**

**STAR SPECIAL CORPORATE  
SECURITY MANAGEMENT,**

By:


By:

  
**J. PROSPERO E. DE VERA III, DPA**  
Chairman

  
**ATTY. EDGARDO C. SORIANO**  
President

**Signed in the presence of:**

  
**ATTY. CINDERELLA FILIPINA BENITEZ-JARO**  
Executive Director IV

  
**PETER C. TADILI**  
Exec. Vice President/COO

**Certified funds available:**

  
**MIRRIAM V. MIRANDA**  
Chief Accountant


DR 2020-07 01907, 74,017,402

sooner terminated by either party through a written notice, which must be made thirty (30) days before the expiry date of this **AGREEMENT**, in the absence of said notice, this **AGREEMENT**;


11. The following documents shall be deemed to form and be read and construed as part of this Agreement:

1. Bidding Documents
2. Terms of Reference
3. Invitation to Bid
4. Instruction to Bidders
5. Addenda/Bid Bulletins/Eligibility Requirements
6. Performance security
7. Notice of Award and the Winning Bidder's "Conforme" thereto
8. Contractor's All Risk Insurance
9. Other pertinent documents that may be required by the CHED or Agency concerned
10. The Bid Form accomplished and submitted by the AGENCY including the following Annexes:

- Bid Security
- Authority of the Signatory
- List of AGENCY's Equipment
- Credit Line issued by an authorized Bank
- Certificate from the Contractor under oath of its compliance with existing labor laws and standards
- A sworn Affidavit of compliance with the Disclosure Provisions under Section 47 of R.A. 9184



12. All stipulations, documentary requirements, warranties, and other terms and conditions which are, and can be, agreed upon by the **CHED** and the **AGENCY** during and after the bidding process, but are not explicitly provided herein, shall still form part of this Agreement;



13. Any deficiencies that can be found in this Agreement which are intended to be covered by it, but are not expressly stated herein, shall be supplied by any of the aforesaid Contract Documents;

14. Delayed action or non-compliance on verbal and written complaints forwarded by the CHED for appropriate action of the AGENCY such as poor performance, violation of rules on attendance, non-wearing of or incomplete uniform/ID, misconduct, incidence of loss in the HEDC or any other similar incidents may constrain the CHED to request for replacement, reassignment or re-shuffle of security guard/s or termination of the contract.

15. Termination shall follow the procedures/causes set forth under Republic Act No. 9184 and its revised 2016 Implementing Rules and Regulations and related issuances.

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
Quezon City ) S.S.

BEFORE ME a Notary Public in Quezon City, Philippines, personally appeared the following:


NAME	Government Issued ID	Issued by
J. PROSPERO E. DE VERA III, DPA	CHED ID CO-0394	CHED
ATTY. EDGARDO C. SORIANO	PP# EC 6909720	DFA NCR East 3/143/16-3/12/21

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed that of the institutions they represented including their instrumental witnesses.

This document refers to the foregoing Contract for Security Services consisting of seven (7) pages, including this page on which the Acknowledgement is written, with each and every page signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL

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Book No. X  
Series of 2020

  
ATTY. JOSE ELORO P. CRISOLOGO  
NOTARY PUBLIC  
Until December 31, 2021  
Aom. Number No. KP-023  
PTR No. 9270544-CO-1403-0520 Q.C.  
IBP Lifetime No. 1401-03388  
Roll No. 49462  
FILE VI-0017262 Valid Until 4-14-2022