

CONTRACT FOR SECURITY SERVICES

CS-01-2022-01 dated January 17, 2022

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT FOR SECURITY SERVICES** executed and entered into by and between:

PROFESSIONAL REGULATION COMMISSION ILOILO REGIONAL OFFICE, a regional office of Professional Regulation Commission, an agency of the National Government, hereinafter referred to as **PRC ILOILO**, with office address at 2nd Floor Gaisano ICC Mall, San Rafael Mandurriao, Iloilo City, represented by its Regional Director, **MR. ROMEL B. BALISANG**;

– and –

BLUEWARRIORS SECURITY AGENCY, hereinafter referred to as **BWSA**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at Corner Fajardo-Arguelles Streets, Jaro, Iloilo City, represented in this act by its General Manager, **MS. LALAIN D. RAMOS**.

WITNESSETH THAT:

WHEREAS, the Bids and Awards Committee of **PRC ILOILO** invited bids for the Provision of Security Services for PRC Iloilo Regional Office and Offsite Service Center – Robinsons Bacolod for one (1) year, herein referred to as “the Project”, and has accepted the Bid of **BWSA** for the supply of security services in the sum of **EIGHT HUNDRED THIRTY-TWO THOUSAND SEVENTY PESOS AND 40/100 (Php832,070.40)**;

WHEREAS, upon the evaluation and recommendation of the Regional Bids and Awards Committee, **BWSA** was declared to be the Single Calculated and Responsive Bidder for the Project, and the same was approved by **PRC ILOILO**.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein provided, as well as the terms and conditions hereof, the Parties hereto have agreed as follows:





ARTICLE I SCOPE OF RESPONSIBILITY


1. **BWSA** shall provide and make available to the PRC Iloilo Regional Office and Offsite Service Center – Robinsons Bacolod the required number of qualified, trained, licensed, bonded, armed and uniformed Security Guards, the safeguarding and protection of its properties from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through strict and faithful enforcement and implementation of security plans, policies, rules and regulations relative to the maintenance of security and safety.
2. **BWSA** shall provide security services for the PRC Iloilo Regional Office on a twenty-four (24)-hour daily basis, divided into three (3) shifts of eight (8) hours per shift, unless otherwise approved by the Regional Director in meritorious cases, but which shall not exceed two (2) calendar days, and 8:00 AM to 5:00 PM at the Offsite Service Center – Robinsons Bacolod, Monday to Friday including holidays.

3. **BWSA** shall adhere to the Technical Specifications (Section VII) of the Bidding Documents, which forms part of this Contract, to assure that the requirements hereof are complied with.
4. **BWSA** shall be liable and answerable to **PRC ILOILO** for damages or losses within the premises of the PRC Iloilo Regional Office and Offsite Service Center – Robinsons Bacolod (OSC-Rob Bacolod) and for such actions which directly prejudice the integrity, efficiency and effectiveness of the PRC Iloilo Regional Office and OSC-Rob Bacolod, its operations, and its officials and employees, caused by or due to the negligence of and/or misdemeanor of the **BWSA's** personnel, but not for any loss due to any fortuitous event, *force majeure* or causes beyond the control of the security personnel.
5. The **BWSA's** Security Guards shall perform security, and whenever necessary, investigation and escort services, subject to the terms and conditions stipulated therein, and provided that in the event additional guards may be needed, a supplemental contract shall be executed, subject to the availability of funds.
6. There shall be no employer-employee relationship between the **PRC ILOILO** and the **BWSA**. It is expressly understood and agreed that the Security Guards shall, in no case, be considered as employees of **PRC ILOILO** but shall remain as employees of **BWSA**. As such, **BWSA** 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.
7. **BWSA** further warrants that **PRC ILOILO** 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.
8. **BWSA** shall assign one (1) Head Security Guard who shall have at least three (3) year experience in security management who shall exercise the following functions:
- Supervise and direct security services in the PRC Iloilo Regional Office;
 - Regularly inspect and monitor performance of Security Guards on duty;
 - Liaise between **BWSA** and the PRC Iloilo Regional Office;
 - Perform investigation and other related duties;
 - Technical assistance in operating the CCTV systems; and
 - Perform administrative functions including report preparation, verification of Daily Time Records, preparation of duty/shift schedules, etc. and
 - Submit Weekly and Monthly Incident Reports to the Office of the Regional Director, and other reports as may be required from time to time by the said Office.

ARTICLE II DEPLOYMENT, SUPERVISION AND ADMINISTRATION


9. **BWSA** shall deploy three (3) Security Guards at PRC Iloilo Regional Office. On weekends and holidays, three (3) Security Guards on a shifting basis, shall be posted, and one (1) Security Guard in OSC-Rob Bacolod, Monday to Friday including holidays. The Monthly Detail Schedule with respect to the deployment of Security Guards shall be subject to the approval by the Regional Director.

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10. **BWSA** shall make available at all times relievers and/or replacements to ensure continuous and uninterrupted service in case of absences. Relievers and replacements shall be qualified and carefully selected.
11. **BWSA** hereby warrants that all its personnel are properly screened and declared physically and mentally fit before deployment to the PRC Iloilo Regional Office and OSC-Rob Bacolod as provided in the Technical Specifications (Section VII) of the Bidding Documents.
12. **BWSA** shall submit a Monthly Detail Schedule of Security Guards subject to the approval by the Regional Director.
13. **BWSA** shall provide adequate and responsible supervision over its personnel and assume full responsibility for the proper and efficient performance of their duties. **BWSA** shall designate a Head Security Guard who shall responsible for the overall management and coordination of work to be performed as per Contract provisions and shall act as the central point of contact with the PRC Iloilo Regional Office. The Head Security Guard shall have full authority to act for and in behalf of **BWSA** while on duty.
14. **BWSA** shall require its Security Guards to wear prescribed uniform while on duty. Security Guards shall use log book in order to properly maintain a record of attendance;
15. **BWSA** shall rotate or reassign the services of Security Guards during special activities and emergency situations, or as deemed necessary by the PRC Iloilo Regional Office and OSC-Rob Bacolod, upon request of the latter without additional compensation.
16. As employer, **BWSA** shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel. Provided, however, that the Regional Director may seek immediate replacement or transfer upon determination that the continuous presence of the **BWSA's** personnel is "detrimental" to the PRC Iloilo Regional Office and OSC-Rob Bacolod.
17. **BWSA** Security Guards shall be under the supervision of the Office of the Regional Director, and shall be assisted by the Chief, Finance and Administrative Division. Daily inspection of work shall be made by the Chief, Finance and Administrative Division who shall have the responsibility to inform the Head Security Guard of any action which directly prejudice the integrity, efficiency, and effectiveness of the **PRC ILOILO**, its operations, and its officials and employees. However, this excludes the negligence and/or misdemeanor of the **BWSA's** personnel for any loss due to any fortuitous event, *force majeure* or causes beyond the control of the security personnel.
18. The **BWSA's** Security Guards found to be under the influence of alcohol and/or prohibited drugs shall be immediately replaced from his post, and **PRC ILOILO** shall deduct the cost of maintaining the post.
19. **BWSA** shall give a written notice to the Regional Director through the Chief, Finance and Administrative Division, whenever any of the Security Guards is to be removed or replaced. Provided that, the replaced Security Guard shall receive the salary of at least the minimum wage effective at the time he assumed his post.
20. **BWSA** shall require its personnel to use the bundy clocks in order to properly maintain a record of attendance.

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21. **BWSA** shall ensure that no personnel are assigned to, or shall interfere with, the official activities of the **PRC ILOILO** relating to processing of applications for examinations, conduct of examinations, rating, issuance of professional license/ID, certifications, authentications, and other similar activities.
22. **PRC ILOILO** through the Regional Director reserves the right to demand replacement of any Security Guard at any time for any reason. Such replacement shall be effected within twenty-four (24) hours from receipt of request.
23. **PRC ILOILO** through the Regional Director shall have the right to select, change or refuse any Security Guard assigned by the BWSA at any point in time. The BWSA shall ensure that its Security Guards are qualified and able to meet the security requirements of **PRC ILOILO**. **BWSA** shall assume full responsibility for screening and deployment of its Security Guards. **BWSA** shall provide the PRC Iloilo Regional Office with copies of the 201 files of the Security Guards assigned thereat.
24. Concerns and complaints referred by **PRC ILOILO** through the Regional Director to the **BWSA** shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the former.
25. **BWSA**, as employer, shall exercise the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel; and to assign, rotate or reassign Security Guards, subject to the approval of a Duty Detail/Schedule by the Regional Director. Provided however, that no Security Guard already assigned in the PRC Iloilo Regional Office and OSC-Rob Bacolod shall be removed, changed or transferred to any place of assignment, without just cause, and the concurrence of the Regional Director.
26. **BWSA** shall give prior notice to the Regional Director of any personnel replacement and secure its approval prior to actual deployment. **BWSA** shall not withdraw or replace any Security Guard involved in any violation of this Contract or **PRC ILOILO** policies and rules and regulations until after proper investigation has been made by **COMMISSION**.



ARTICLE III SALARIES AND BENEFITS OF SECURITY GUARDS AND SECURITY SERVICES

27. **BWSA**, as the employer, warrants that is fully knowledgeable of the pertinent provisions of the Labor Code pertaining to the minimum wage and the provisions of the SAGSD-PADPAO current Wage Order to ensure the adequacy of the compensations of its Security Guards.
28. **BWSA** shall pay each of the Security Guards the monthly salaries and other fringe benefits in accordance with the Labor Code of the Philippines, pertinent laws, decrees, and other existing issuances governing private employment. As such, **BWSA** hereby warrants faithful compliance with all the laws, rules and regulations pertaining to employment in the private sector, which are now existing or may hereafter be enacted, including but not limited to the minimum wage, social security, compensation and medical requirements.
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ARTICLE IV CONTRACT RATE AND TERMS OF PAYMENT

29. **BWSA** shall charge **PRC ILOILO** the SAGSD-PADPAO monthly rates (for eight hours of work per day) as prescribed according to the Security Guards' area of assignment which shall include salaries/wages, incentive pays and allowances, social security, PhilHealth and Pag-ibig premiums, and all other legally mandated benefits, VAT and tax.
30. **BWSA** warrants to **PRC ILOILO** that the rates herein provided are in accordance with, and pursuant to, the DOLE rate of 10%.
31. **BWSA** shall bill **PRC ILOILO** 50% of the amount on the 15th day of the month and the other 50% on the 30th day of the month, and the payment thereof shall be made not later than ten (10) working days upon receipt of the bill and the required documentary requirements by **PRC ILOILO**.
32. **BWSA** shall pay the salaries and allowances of its Security Guards on a semi-monthly basis during the term of this Contract.
33. **PRC ILOILO** shall pay **BWSA** the corresponding service fee as indicated in the Official Bid Form and Price Schedule submitted by **BWSA** (Annex A), which shall be an integral part of this Contract. Overtime services, as approved by **PRC ILOILO**, shall be paid at rates in accordance with the labor and compensation laws.
34. **BWSA** shall furnish **PRC ILOILO** with proof of receipt that it has paid its personnel assigned in accordance with labor laws. **BWSA** shall submit duly notarized monthly report of payment/remittance of SSS, PhilHealth, Pag-Ibig, and other lawful benefits. The monthly report should be submitted to the Finance and Administrative Division, PRC Iloilo Regional Office in two (2) sets.
35. Claims for payments by **BWSA** shall be supported by the following documents that will be attached to the monthly claims for payment:
- Statement of Account;
 - Service Invoice/Summary of Billing;
 - Approved copy of Monthly Detail Schedule;
 - Approved Daily Time Records (DTRs);
 - Approved Summary Report of DTRs;
 - Notarized Sworn Statement of the representative of **BWSA** to transact in behalf of the company;
 - Duly Notarized Monthly Reports of remittances;
 - Monthly certification and copies of detailed pay slip by **BWSA** that the Security Guards who have rendered services in the PRC Iloilo Regional Office were paid in accordance with the provisions of the Minimum Wage Law, the New Labor Code, SAGSD-PADPAO rates and other pertinent laws.
36. **BWSA** grants **PRC ILOILO** authority to deduct the proportional amount from the former's fees, in cases of the tardiness and absences of its personnel.
37. **BWSA** may seek adjustment of salaries in writing, subject to the approval of the **PRC ILOILO**, in case of increase of wage rate due to enactment of new laws.
38. Should there be any complaint from the **BWSA's** personnel regarding any delay of salary, non-payment of overtime and holiday pays, non-remittances of government dues, **PRC ILOILO** may require the former to explain in writing the reason/s of the delay and **PRC ILOILO** may demand from **BWSA** documents evidencing payment of salaries, overtime and holiday pays and remittance of government dues as a pre-requisite to the payment of service fees.

39. **PRC ILOILO** may demand from **BWSA** copies of payrolls, SSS, Pag-Ibig remittances and other documents from time to time to ensure strict compliance by **BWSA** with labor and related laws and its implementing rules and regulations. Failure of **BWSA** to fulfill this obligation will cause the termination of this Contract.
40. **BWSA** hereby assumes full responsibility for its compliance with all labor laws and regulations applicable under this Contract and for liability or claim, personal or otherwise, including that arising from death due to **BWSA's** personnel or third parties by reason of negligence, indifference, disobedience, arbitrary conduct, or any act attributable to its personnel.
41. **BWSA** shall assume full responsibility on any claim for any compensation on injuries from accidents of the Security Guards assigned to the PRC Iloilo Regional Office in connection with the performance of their duties and shall free **PRC ILOILO** from any suit in connection therewith.
42. The last payment for services under this Contract shall subject to clearance from **PRC ILOILO**.

ARTICLE V CONTRACT DURATION

43. The term of this Contract shall be a period of ONE (1) YEAR, commencing from the date indicated in the Notice to Proceed, or upon proper turnover has been done by the outgoing security service provider, unless sooner terminated for non-compliance by **BWSA** of the terms and conditions, covenant and stipulations stated therein.
44. The Contract shall be extended on a month-to-month basis for the maximum period of one (1) year, in the absence of any notice of termination issued by **PRC ILOILO** prior to the date of the expiration of this Contract.
45. **PRC ILOILO** may cancel or terminate this Contract should there be any violation by **BWSA** and/or any of its personnel of any or some of the terms and conditions of the Contract, including but not limited to the following: any act of fixing, follow-up, facilitation, representation, and other illegal act relating to the conduct of examinations, legal/administrative proceedings, issuance of professional license/ID, certifications and other similar activities; violation of the **PRC ILOILO's** security policies, rules and regulations; violation of labor and social security laws and regulations; upon thirty (30)-day written notice by **PRC ILOILO** to **BWSA**. Provided that, **BWSA** shall not withdraw its personnel without proper turnover to an incoming security provider. Violation of which shall cause the blacklisting of **BWSA** from its future participation in the bidding for security services with the **PRC ILOILO**.
46. **PRC ILOILO** reserves the right to terminate the contract after thirty (30) calendar days written notice to **BWSA**, after due verification of facts that the latter is not providing satisfactory services, or not complying with the terms and conditions of the contract.
47. During the effectivity of this Contract, either Party may request for modification of any of its provisions, or of the inclusion of other conditions or terms which may be warranted by the prevailing circumstances and deemed necessary and expedient for the formation of their mutual interest. Any modification agreed

upon shall be reduced into writing and shall form an integral part of this Contract as an addendum hereof.

48. This Contract of Service shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.

ARTICLE VI PERFORMANCE BOND

49. **BWSA** shall post a performance and surety bond to answer faithful compliance with this Contract and to answer for any and all losses, claims, liabilities or damage which may be incurred by **PRC ILOILO** by reason of the former's failure to perform its obligations under this Contract.

ARTICLE VII LIQUIDATED DAMAGES

50. The applicable rate for which **BWSA** shall be answerable is one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.

The maximum deduction shall be 10 percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PRC ILOILO** may rescind the contract, without prejudice to other courses of action and remedies available to it.

ARTICLE VIII MISCELLANEOUS PROVISIONS

51. The **BWSA's** personnel should adhere to all security policies and rules and regulations of **PRC ILOILO**.
52. **BWSA** shall be responsible for instructing its employees on basic safety measures considered appropriate in public transaction areas, such as lobbies.
53. The **BWSA's** personnel shall submit to any search by the **PRC ILOILO** authorized officials, whenever deemed necessary.
54. **BWSA** shall ensure that all articles found, monetary or otherwise, are to be turned over to **PRC ILOILO**.

NOW THEREFORE, for and in consideration of the abovementioned premises and or the mutual obligations, duties and responsibilities, as well as the terms and conditions hereinafter set forth, **PRC ILOILO** and the **BWSA** have agreed as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents herein attached as *Annex "A" to "F"*, respectively, shall be deemed to form and be read and construed as part of this Contract, viz.;
- a. Bid Form and Price Schedule submitted by BWSA;
- b. Schedule of Requirements acknowledged by BWSA;
- c. Technical Specifications acknowledged by BWSA;
- d. General Conditions of the Contract;


- e. Special Conditions of the Contract; and
 - f. Notice of Award
3. In consideration of the payments to be made by **PRC ILOILO** to **BWSA** as hereinafter mentioned, **BWSA** hereby covenants with **PRC ILOILO** to provide goods and services and to remedy defects therein in conforming in all respects with the provisions of the Contract;
4. The total amount of **SIXTY-NINE THOUSAND THREE HUNDRED THIRTY-NINE PESOS AND 20/100 (Php69,339.20)**, for four (4) Security Guards per month, inclusive of VAT and all applicable taxes shall be paid to **BWSA** not later than ten (10) working days upon receipt of the bill and the required documentary requirements by **PRC ILOILO**.
5. This Contract shall be valid for a term of one (1) year, effective on **Feb. 01, 2022**, subject to certain terms and conditions that may be mutually agreed by the parties, in accordance with the provisions of Republic Act No. 9184 otherwise known as "*Philippine Government Procurement Reform Act*," The 2016 Revised Implementing Rules and Regulations and related issuances.

We have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the ____ day of _____.

IN WITNESS WHEREOF, the parties have hereunto set their hands this **17th** day of January 2022 at Iloilo , Philippines.

**PROFESSIONAL REGULATION COMMISSION
ILOILO REGIONAL OFFICE**

By:

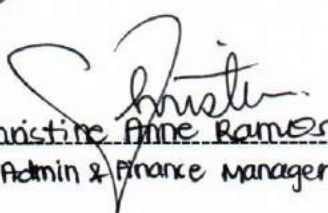

ROMEL B. BALISANG
Regional Director


JOY S. JALBUENA
Chief PRO

BLUEWARRIORS SECURITY AGENCY

By:


LALAIN D. RAMOS
General Manager


Christine Anne Ramos
Admin & Finance Manager

Signed in the presence of:

Certified as to the availability of funds:


RONALYN C. GALLEGO
Accountant III

REPUBLIC OF THE PHILIPPINES)
CITY OF ILOILO) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the City of Iloilo this day of JAN 17 2022, 2022 personally appeared:

Name	Proof of Identity	Date and Place Issued or ID Number
ROMEL B. BALISANG	PRC ID	P000050
LALAIN D. RAMOS	TIN	191-760-191-000

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed, and likewise the free and voluntary act and deed of the agency they represent.

This instrument, a Contract for the Provision of Security Service for PRC Iloilo Regional Office and Offsite Service Center – Robinsons Bacolod, consisting of nine (9) pages including this page wherein this acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and at the place above-written.

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Series of 2022

ATTY. NOEL O. PALOMADO
Notary Public for the City and Province of Iloilo
Until Dec. 31, 2020 / Notarial Registry No. 68
PTR No. 6911720 / Iloilo City / July 06, 2020
IBP No. 123328 / Iloilo City / Feb. 10, 2020
MCLE No. VI-0010134 / July 4, 2018 / Roll No. 44780
JAGNA-AN, BELLOGA, AGOT & ASSOCIATES
Arguillas Street, Jaro, Iloilo City
Telefax No. 033-329-3155
AS PER D.M. No. 3795

OFFICIAL BID FORM FINANCIAL

Date: September 29, 2021Invitation to Bid No.: 2021-01

To: **PROFESSIONAL REGULATION COMMISSION REGIONAL OFFICE NO. 06**
2nd Floor Gaisano ICC Mall, San Rafael, Mandurriao, Iloilo City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including the Supplemental or Bid Bulletin No. 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the **PROVISION OF SECURITY SERVICES** in conformity with the said Bidding Documents for the sum of Total Bid Price:

Breakdown of Cost of Security Services per Guard per Month'

Days worked per week: 7 days

No. of days/year: 393.80 (8-12 hours work/day)

PARTICULARS

Daily Wage: Php 395.00

SCHEDULE 1: AMOUNT PAID DIRECTLY TO GUARD	ILOILO (393.80 days = Monday to Sunday, including all holidays)	BACOLOD (261 days = Monday to Friday, including all holidays)
Average Pay/Monthly Rate	₱ 12,962.58	₱ 8,591.25
Regular Holidays [(Php 395.00 x 100% x 12 days) / 12 months]	(already included)	395.00
Special Holidays [(Php 395.00 x 30% x 4 days)/12 months]	(already included)	39.50
Total Average Pay/Monthly Rate	₱ 12,962.58	₱ 9,025.75
Night Differential Pay	432.09	0.00
13th Month Pay	1,001.22	715.94
Five (5) Days Incentive Pay	164.58	164.58
Uniform Allowance (RA 7641)	100.00	100.00
COLA	0.00	0.00
Overtime	0.00	0.00
TOTAL AMOUNT	₱ 14,660.47	₱ 10,006.27
SCHEDULE 2: AMOUNT TO GOVERNMENT IN FAVOR OF GUARD		
Retirement Benefit (RA 7641)	₱ 740.63	₱ 740.63
SSS Premium	1,232.50	850.00
PhilHealth Contribution (MC 027-2013)	194.44	150.00
State Insurance Fund	10.00	10.00
Pag-Ibig Premium	100.00	100.00
TOTAL AMOUNT TO GUARD & GOV'T	₱ 16,938.04	₱ 11,856.90
SCHEDULE 3: AGENCY FEE		
Administrative Overhead & Margin (10% of 3.1)	₱ 1,609.11	₱ 1,126.41
SCHEDULE 4: TAXES PAID TO GOVERNMENT (12% VALUE ADDED TAX)		
4.1 VAT	₱ 193.09	₱ 135.17
TOTAL AMOUNT per GUARD	₱ 18,740.24	₱ 13,118.48
TOTAL AMOUNT in a Year per Post	₱ 674,648.64	₱ 157,421.76
TOTAL AMOUNT FOR FOUR (4) GUARDS IN A YEAR	₱ 832,070.40	

TOTAL BID price (inclusive of all taxes):**PHP 832,070.40**

EIGHT HUNDRED THIRTY-TWO THOUSAND SEVENTY PESOS
AND FORTY CENTAVOS



We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commission or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are rewarded the contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission gratuity
NONE		

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and the Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Date this 29th day of September, 2021

Authorized Representative: CHRISTINE ANNE RAMOS

In the capacity of: Admin and Finance Manager

Duly Authorized to Sign Bid for and on behalf of:

Name of Company: BLUEWARRIORS SECURITY AGENCY

Address: Cor. Fajardo and Arguelles Sts., Jaro, Iloilo City, Iloilo, Philippines 5000

Tel./Fax No(s): (033) 508-5442 / 0977-804-3656



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
Iloilo Regional Office
2nd Flr. Gaisano ICC Mall, San Rafael, Mandurriao Iloilo City
Tel. No.: (033) 329-2730
Fax: (033) 329-2410



VACANT
Chairperson

MARY ANN D. DEGALA
Vice Chairperson

SHERIE E. LOLOY
Member

JENNIFER M. MOLENO
Member

MARIANE GRACE C. LAYSON
Provisional Member

SOCORRO T. OPINION
Provisional Member

SECRETARIAT:

LOREL L. MAMON
Secretary

MARY GRACE L. CATALAN
Member

CHERRIE ANN D. AGOT
Member

Section VI. Schedule of Requirements

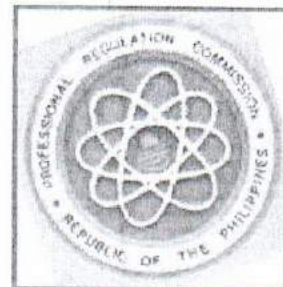
The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item #	Description	Total Quantity	Delivered, Weeks/Months
1	The Security Agency shall provide Security Guards:	Three (3) security guards in Iloilo Regional Office and one (1) guard in Bacolod Offsite Service Center	Upon Notice to Proceed
2	The Security Agency shall ensure, on its account, all equipment necessary for the performance of its obligations under the contract, including the following:		Upon Notice to Proceed
2.1	Firearms (.38 cal. Revolver) with one basic load, at the rate of one (1) unit for security guard on duty or as determined by the peace and order and security conditions in the area of assignment, if on duty with Firearms License Registration Certificate issued by the Firearms Explosive Office-Camp Crame or Certification from the Regional Civil Security Unit (RCSU) VI	One (1) unit for Security Guard on Duty	Upon Notice to Proceed
2.2	One (1) unit of cellular phone for security guard;	One (1) unit for the supervisor on duty	Upon Notice to Proceed
2.3	One (1) metal detector for each shift on duty;	One (1) unit	Upon Notice to Proceed
2.4	Logbooks on the station;	One (1) log book	Upon Notice to Proceed
2.5	One (1) raincoat with hood, per security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
2.7	One (1) teargas for security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
2.8	One (1) heavy duty flashlight for security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
2.9	One (1) rechargeable emergency lamps on the station;	One (1) unit	Upon Notice to Proceed



Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
Iloilo Regional Office
2nd Flr. Gaisano ICC Mall, San Rafael, Mandurriao Iloilo City
Tel. No.: (033) 329-2730
Fax: (033) 329-2410



VACANT

Chairperson

MARY ANN D. DEGALA

Vice Chairperson

SHERIE E. LOLOY

Member

JENNIFER M. MOLENO

Member

MARIJANE GRACE C. LAYSON

Provisional Member

SOCORRO T. OPINION

sional Member

SECRETARY:

LOEL L. MAMON

Secretary

MARY GRACE L. CATALAN

Member

CHERRIE ANN D. AGOT

Member

	2.10 One (1) first aid kit for each security guard on duty;	One (1) per Security Guard on Duty	Upon Notice to Proceed
	2.11 One (1) nightstick for security guard on duty; and	One (1) per Security Guard on Duty	Upon Notice to Proceed
3	The Security Agency shall likewise provide, on its account the following services and equipment:		Upon Notice to Proceed
	3.1 Closed-Circuit Television (CCTV) System with nine (9) high resolution and rotating smart IR (infrared) cameras.	One (1) set	Upon Notice to Proceed
	One (1) 19-inch computer-based quadrant monitors and one (1) DVD recorder with 84 hours continuous storage capacity for the office. The control center must be located in the office of the Regional Director. The Bidder shall also provide technical assistance and training of PRC personnel who will operate the same.	One (1) set	Upon Notice to Proceed

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES

CHRISTINE ANNE D. RAMOS

BUENAVENTURA SECURITY AGENCY

ADMIN & FINANCE MANAGER

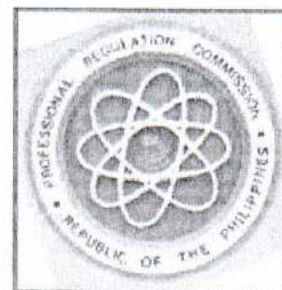
SIGNATURE OVER PRINTED NAME
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Section VII. Technical Specifications

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Vice Chairperson

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MARIANE GRACE C. LAYSON
Provisional Member

SOCORRO T. OPINION
Provisional Member

SECRETARIAT:
LOEL L. MAMON
Secretary

MARY GRACE L. CATALAN
Member

CHERRIE ANN D. AGOT
Member

Item	Specification	Statement of Compliance
1	Security Services to be assigned at PRC Iloilo Regional Office (Three Guards) and Offsite Service Center – Robinsons Bacolod (One Guard)	COMPLY
	The security service requirement of the Professional Regulation Commission, Iloilo Regional Office (PRC-Iloilo) shall be for the purpose of maintaining law and order within its premises at 2 nd Floor Gaisano ICC Mall, San Rafael, Mandurriao, Iloilo City and Offsite Service Center (OSC) – Robinsons Bacolod, Bacolod City. The security service requirement is needed for the protection and guarding of its properties from theft, robbery, arson, destruction or damage as well as 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.	COMPLY
2	In the course of protecting the PRC Iloilo Regional Office and OSC – Robinsons Bacolod officials, employees, visitors, guest and transacting public the security service provider thru a detailed security plan shall enforce, within the PRC parking area and its front gate and its perimeter fence, the clearing of unauthorized vendors, nuisances and the like.	COMPLY
3	The Security Agency have at least three (3) years of experience in providing security services to public or private entities.	COMPLY
4	The security service provider shall provide PRC Iloilo Regional Office and OSC – Robinsons Bacolod 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 PRC Iloilo Regional Office and OSC – Robinsons Bacolod, as well as to provide protection for its officials, employees, visitors, guests and transacting public.	COMPLY
5	The Security Agency shall ensure, on its account, all equipment necessary for the performance of its obligations under the contract, including the following:	COMPLY
	5.1 Firearms (.38 cal. Revolver) with one basic load, at the rate of one (1) unit per security guard on duty or as determined by the peace and order and security conditions in the area of assignment, if on duty; Firearms license Registration Certificate issued by the Firearms Explosive Office – Camp Crame or Certification from the Regional Civil Security Unit (RCSU) VI	COMPLY



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SECRETARIAT:

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Member

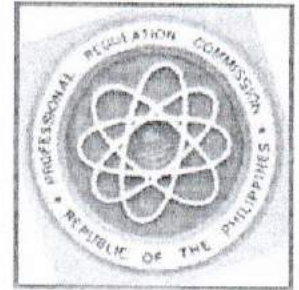
CHERRIE ANN D. AGOT
Member

Item	Specification	Statement of Compliance
	5.2 One (1) unit of cellular phone for security guard on duty;	COMPLY
	5.3 One (1) metal detector for each shift on duty;	COMPLY
	5.4 Logbooks on the station;	COMPLY
	5.5 One (1) raincoat per security guard on duty;	COMPLY
	5.6 One (1) teargas for security guard on duty;	COMPLY
	5.7 One (1) heavy duty flashlight per security guard on duty;	COMPLY
	5.8 One (1) rechargeable emergency lamp on the station;	COMPLY
	5.9 One (1) first aid kit for each security guard on duty;	COMPLY
	5.10 One (1) nightstick per security guard on duty; and	COMPLY
6	The Security Agency shall likewise provide, on its account the following services and equipment:	COMPLY
	6.1 Closed-Circuit Television (CCTV) System with nine (9) high resolution and rotating smart IR (infrared) cameras. One (1) at least 19-inch computer-based quadrant monitors and one (1) DVD recorder with 84 hours continuous storage capacity for the office. The control center must be located in the office of the Regional Director. The Bidder shall also provide technical assistance and training of PRC personnel who will operate the same.	COMPLY
7	The Security Agency shall be liable and answerable to PRC-Iloilo for damages or losses within its premises and for such actions which directly prejudice the integrity, efficiency, and effectiveness of PRC Iloilo Regional Office and OSC-Rob Bacolod, its operation, and its officials and employees, caused by or due to the 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;	COMPLY



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Provisional Member

SECRETARY:

LOL L. MAMON
Secretary

MARY GRACE L. CATALAN
Member

CHERRIE ANN D. AGOT
Member

Item	Specification	Statement of Compliance
8	The services to be provided by the Security Agency shall be on a twenty-four (24) hour a day basis, divided into three (3) shifts or eight (8) hours per shift, unless otherwise approved by the Commission in meritorious cases, depending on the security situation. The Security Agency shall deploy three (3) guards at PRC Iloilo Regional Office and one (1) guard at OSC-Robinsons Bacolod. On weekends and holidays, three (3) security officers on a shifting basis, shall be posted. The Monthly Detail Schedule with respect to the deployment of guards shall be subject to the approval by the Regional Director.	COMPLY
QUALIFICATIONS OF SECURITY GUARDS		
1	The Security Service Provider shall provide four (4) Security Guards to be deployed in accordance with the Schedule of Requirements hereof;	COMPLY
2	The Security Officers/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, subject to the availability of funds;	COMPLY
3	The Security Guards to be deployed by the Security Agency shall have the following qualifications and requirements:	COMPLY
	3.1 College education and experience of at least three (3) years in the case of Security Officers or Shift-in-Charge and completion of at least high school and one (1) year experience in the case of Security Guards;	COMPLY
	3.2 NBI, Police, Barangay and other relevant clearance by local and national authorities;	COMPLY
	3.3 PNP-SAGSD license;	COMPLY
	3.4 Neuro-psychiatric, drug test and medical certificates;	COMPLY
	3.5 With at least three (3) days training in customer relations, crowd control, bombs and explosives, disaster management, investigation, fire-fighting and safety, and other related competencies;	COMPLY
	3.6 Security guards must not be less than five feet and five inches (5'5") in height and with age not less than 22 years but not more than 40 years old with waste line of not more than 35 inches;	COMPLY



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Provisional Member

SOCORRO T. OPINION
Provisional Member

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LOEL L. MAMON
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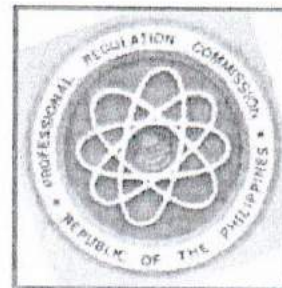
CHERRIE ANN D. AGOT
Member

Item	Specification	Statement of Compliance
	3.7 Orientation on PRC functions, policies, operations, security regulation, and will be subject to screening by the Regional Director prior to actual deployment;	COMPLY
SALARIES AND BENEFITS OF SECURITY GUARDS		
1	Security Agency, as the principal employer, must warrant that it is fully knowledgeable of the pertinent provisions of the Labor Code as it pertains to the minimum wage and provisions of the SAGSD-PADPAO current Wage Orders to ensure the adequacy of the compensation of its guards;	COMPLY
2	The Security Agency shall pay each of the Security Guards the monthly salaries and other fringe benefits, service incentive leave, rest days, overtime pay, 13 th month pay, contributions and remittances of SSS, PhilHealth, and PAG-IBIG in accordance with the Labor Code of the Philippines and SAGSD-PADPAO rates, other pertinent laws, decrees, letters of instructions and other existing orders governing private security employment. The Security Agency shall submit duly notarized Monthly or Quarterly reports of remittances (SSS, Phil. Health and Pag-Ibig) to PRC-Iloilo in support of its claims for payout.	COMPLY
SUPERVISION AND ADMINISTRATION		
1	There shall be no employer-employee relationship between the Commission and the Security Agency. It is expressly understood and agreed that the Security Guards shall, in no case, be considered as employees of the Commission but shall remain as 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.	COMPLY
2	The Security Agency shall further warrant that PRC Iloilo Regional Office and OSC-Robinsons Bacolod shall, in no case, be held answerable, accountable or 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.	COMPLY
3	The Security Agency shall assign one (1) Head Security Guard who shall have at least three (3) years experience in security management who shall exercise the following:	COMPLY
	3.1 Supervise and direct security services in the Regional Office;	COMPLY



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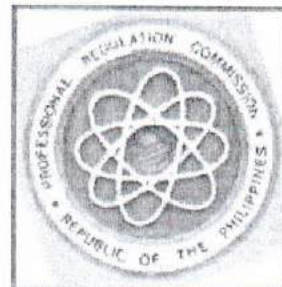
CHERRIE ANN D. AGOT
Member

Item	Specification	Statement of Compliance
	3.2 Regularly inspect and monitor performance of Security Guards on duty;	COMPLY
	3.3 Liaise between the Security Agency and the Commission;	COMPLY
	3.4 Perform investigation and other related duties;	COMPLY
	3.5 Technical assistance in operating the CCTV systems; and	COMPLY
	3.6 Perform administrative functions including report preparation, verification of Daily Time Records, preparation of duty/shift schedules, etc.	COMPLY
4	The Regional Director 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 PRC Iloilo Regional Office with copies of the 201 files of all security guards.	COMPLY
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 Regional Director or its authorized representative; Provided, that no Security Guard already assigned in PRC-Iloilo shall be removed, changed or transferred to any place of assignment without cause and sufficient notice to the Regional Director;	COMPLY
6	The Security Agency shall give prior notice to the Regional Director of any personnel movements and secure the concurrence of the Regional Director of such replacements prior to actual deployment. The Security Agency shall not withdraw or replace any security guard involved in any violation of PRC Iloilo Regional Office policies, rules and regulations or involved in any administrative case against commission officials and employees, until after proper investigation and resolution of the case have been made by PRC-Iloilo and other authorities concerned.	COMPLY
7	Concerns and complaints referred to by PRC Iloilo Regional Office to the Security Agency shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the Regional Director; The Security Agency shall not provide security service to private organizations or enterprises whose interest is in conflict or adverse to that of PRC such as but not limited to Review Center, Review Schools and the like;	COMPLY



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SOCORRO T. OPINION
Provisional Member

SECRETARIAT:
LOEL L. MAMON
Secretary

MARY GRACE L. CATALAN
Member

CHERRIE ANN D. AGOT
Member

Item	Specification	Statement of Compliance
8	The Security Agency shall likewise agree to perform its contractual obligations in coordination with the Office of the Regional Director which shall exercise overall responsibility for the coordinated enforcement of security and incident/crisis and emergency plans, policies, rules, and procedures;	COMPLY
9	The Security Agency shall require its Security Guards to wear prescribed uniform while on duty. Security Guards shall use log book in order to properly maintain a record of attendance;	COMPLY
10	The Security Agency and/or its detachments shall submit directly to the Regional Director such weekly and monthly Incident reports and other reports as may be required from time to time by PRC-Iloilo;	COMPLY
11	Certificate of Good Standing from the Regional Civil Security Unit (RCSU) VI	COMPLY
12	The Security Agency shall update/renew and submit to the Commission its performance security, mayor's permit, license, and such other bid documents which may expire during the contract period;	COMPLY
13	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.	COMPLY
14	The Security Agency must be compliant with Department Order No. 174 or Department Order 18-A of the Department of Labor and Employment (Certificate of Registration from DOLE).	COMPLY

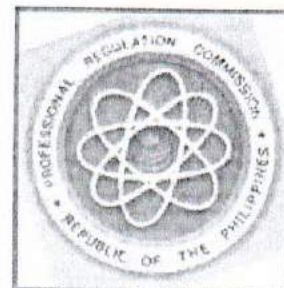
ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES

CHRISTINE ANNE D. RAMOS
ADMIN & FINANCE MANAGER
BLUEWARRIOR SECURITY AGENCY
SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE,
DESIGNATION AND PRINTED NAME OF COMPANY



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Provisional Member

SOCORRO T. OPINION
Provisional Member

SECRETARIAT:
LOEL L. MAMON
Secretary

MARY GRACE L. CATALAN
Member

CHERRIE ANN D. AGOT
Member

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the Special Conditions of Contract (SCC).

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

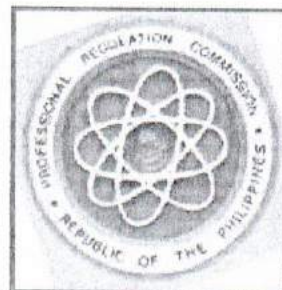
4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and



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SOTORRO T. OPINION
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SECRETARIAT:

LOLL L. MAMON
Secretary

MARY GRACE L. CATALAN
Member

CHERRIE ANN D. AGOT
Member

where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

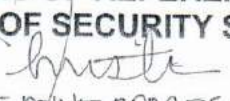
5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES


CHRISTINE ANNE RAMOS
ADMIN. & FINANCE MANAGER
BLUEWARRIORS SECURITY AGENCY
SIGNATURE OVER PRINTED NAME
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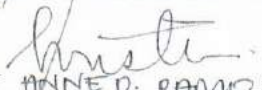
MARY GRACE L. CATALAN
Member

CHERRIE ANN D. AGOT
Member

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the goods and services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirement.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-</p> <p>In the case of a dispute between the Procuring Entity and the Supplier, it shall be resolved in accordance with Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."</p>
	<p><u>OVER-PAYMENT and OVER-PRICING</u></p> <p><u>In the event a finding of overpricing and/or overpayment has been made by the appropriate authority, the contractor shall reimburse the Procuring Entity the amount declared as overpriced or overpaid.</u></p>

ACKNOWLEDGMENT AND COMPLIANCE
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PROVISION OF SECURITY SERVICES


CHRISTINE ANNE D. RAVIROS
ADMIN & FINANCE MANAGER
BLUEWARRIORS SECURITY AGENCY
SIGNATURE OVER PRINTED NAME
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Republic of the Philippines
Professional Regulation Commission
Regional Office No. 6
Iloilo City



ANNEX "F"

07 January 2022

MS LALAIN D. RAMOS
General Manager
BLUE WARRIORS SECURITY AGENCY
Corner Fajardo-Arguelles Streets, Jaro, Iloilo City

**NOTICE OF AWARD OF CONTRACT
FOR THE PROVISION OF SECURITY SERVICES FOR PRC ILOILO
REGIONAL OFFICE AND OFFSITE SERVICE CENTER – ROBINSONS
BACOLOD FOR ONE (1) YEAR**

Dear Ms Ramos:

Please be informed that upon recommendation of the Bids and Awards Committee, per Resolution No. ILO-2022-01, series of 2022, and pursuant to Republic Act No. 9184 or the "Government Procurement Reform Act" and the 2016 Revised Implementing Rules and Regulations, the Contract for the Provision of Security Services for PRC Iloilo Regional Office and Offsite Service Center – Robinsons Bacolod for one (1) year is awarded to **BLUEWARRIORS SECURITY AGENCY** as the Single Calculated and Responsive Bidder with bid price of **EIGHT HUNDRED THIRTY-TWO THOUSAND SEVENTY PESOS AND 40/100 (Php832,070.40)**.

You are therefore required to sign the attached contract within ten (10) calendar days from receipt of this Notice of Award. The said Contract shall be valid for a term of one (1) year, effective from 01 FEB 2022 until 31 JAN 2023. The Commission shall thereafter issue a Notice to Proceed.

Should you find the foregoing terms and conditions agreeable, please indicate your conform by returning a duly signed copy of this Notice.

Thank you very much.

Truly yours,


ROMEL B. BALISANG
Regional Director, PRC Iloilo Regional Office

Conforme:


BLUEWARRIORS SECURITY AGENCY
By:


MS LALAIN D. RAMOS
General Manager