

## CONTRACT OF SECURITY SERVICES

CS-04-2019-05 dated April 12, 2019

### KNOW ALL MEN BY THESE PRESENTS:

This Contract of Security Services, made and entered into by and between:

**BELGIAN SECURITY AGENCY, INC.**, a private corporation represented by its **Vice President, PATRICIA V. REVITA**, with office address at #239 Corrales St., Rosales, Pangasinan and hereinafter referred to as the "**BELGIAN SECURITY AGENCY, INC.**";

– and –

The **PROFESSIONAL REGULATION COMMISSION – CORDILLERA ADMINISTRATIVE REGION (PRC CAR)**, herein after referred to as the "**COMMISSION**", with office address at Pine Lake View Building, No. 09 Otek Street corner Benjamin R. Salvosa Drive, Rizal Monument, Baguio City, represented by the Officer-in-Charge, **JUANITA L. DOMOGEN**.

### WITNESSETH THAT:

**WHEREAS**, the Regional Bids and Awards Committee of the **COMMISSION** invited Quotations for One (1) Year Procurement of 24-Hour Security Services for PRC Regional Office I, and has accepted the Quotation of **BELGIAN SECURITY AGENCY, INC.** for the provision of Security Services in the amount of **FIVE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED FIFTY-THREE PESOS AND 56/100(PhP563,353.56)**;

**WHEREAS**, upon the evaluation and recommendation of the Regional Bids and Awards Committee, **BELGIAN SECURITY AGENCY, INC.** was declared as the Lowest Calculated and Responsive Bidder for One (1) Year Procurement of 24-Hour Security Services for PRC Regional Office No. I and the same was approved by the Head of the Procuring Entity;

**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 RESPONSIBILITIES

1. **BELGIAN SECURITY AGENCY, INC.** shall provide and make available to the **COMMISSION** the required number of qualified, trained, licensed, bonded, armed and uniformed security guards to maintain for the **COMMISSION's** Regional Office No. I as mentioned in the Request for Quotation (Annex "A"), 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 on security and safety.



2. **BELGIAN SECURITY AGENCY, INC.** shall provide three (3) security guards at PRC Regional Office No. I. The services to be provided 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.

Additional security guards may be deployed upon request of the **COMMISSION** in case of security emergencies or as the exigency of the service so requires. The Monthly Detail Schedule with respect to the deployment of security guards shall be subject to the approval by the **COMMISSION**.

3. **BELGIAN SECURITY AGENCY, INC.** shall adhere to the Scope of Services/ Requirements of the Request for Quotation, which shall form part of this Contract, to assure that the requirements hereof are complied with.
4. **BELGIAN SECURITY AGENCY, INC.** shall be liable and answerable to the **COMMISSION** for damages or losses within its premises and for such actions which directly prejudice the integrity, efficiency and effectiveness of the **COMMISSION**, its operations, and its officials and employees, caused by or due to the negligence of and/or misdemeanor of the **BELGIAN SECURITY AGENCY, INC.** personnel, but not for any loss due to any fortuitous event, *force majeure* or causes beyond the control of the security personnel.
5. **BELGIAN SECURITY AGENCY, INC.** security 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.
6. There shall be no employer-employee relationship between the **COMMISSION** and the **BELGIAN SECURITY AGENCY, INC.** It is expressly understood and agreed that the security guards under this Contract shall, in no case, be considered as employees of the **COMMISSION** but shall remain as employees of the **BELGIAN SECURITY AGENCY, INC.**
7. **BELGIAN SECURITY AGENCY, INC.** further warrants that the **COMMISSION** 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.

## ARTICLE II DEPLOYMENT, SUPERVISION AND ADMINISTRATION

1. **BELGIAN SECURITY AGENCY, INC.** shall deploy three (3) security guards at PRC Regional Office No. I. The services to be provided 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.

Additional security guards may be deployed upon request of the **COMMISSION** in case of security emergencies or as the exigency of the service so requires. The Monthly Detail Schedule with respect to the deployment of security guards shall be subject to the approval by the **COMMISSION**.



2. **BELGIAN SECURITY AGENCY, INC.** 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.
3. **BELGIAN SECURITY AGENCY, INC.** hereby warrants that all its personnel are properly screened and declared physically and mentally fit before deployment to the **COMMISSION** as provided for in the Request for Quotation.
4. **BELGIAN SECURITY AGENCY, INC.** shall submit a Monthly Detail Schedule of security guards subject to the approval of the Office of the Regional Director.
5. **BELGIAN SECURITY AGENCY, INC.** shall provide adequate and responsible supervision over its personnel and assume full responsibility for the proper and efficient performance of their duties.
6. **BELGIAN SECURITY AGENCY, INC.** shall require its security guards to wear the prescribed uniform while on duty.
7. **BELGIAN SECURITY AGENCY, INC.** shall rotate or reassign the services of security guards during special activities and emergency situations, or as deemed necessary by the **COMMISSION**, upon request of the latter without additional compensation.
8. **BELGIAN SECURITY AGENCY, INC.**, 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 **COMMISSION**. Provided, that the **COMMISSION** may seek immediate replacement or transfer upon determination that the continuous presence of **BELGIAN SECURITY AGENCY, INC.** personnel is "detrimental" to the **COMMISSION**. Moreover, no security guard already assigned in the **COMMISSION** shall be removed, changed or transferred to any place of assignment, without just cause, and with the concurrence of the **COMMISSION**.
9. **BELGIAN SECURITY AGENCY, INC.** security guards shall be under the supervision of the Office of the Regional Director, and shall be assisted by the Chief of Finance and Administrative Division or the designated Security Officer. Daily inspection of work shall be made by the Chief of Finance and Administrative Division, or the designated Security Officer, who shall have the responsibility to inform the Security Officer of any action which directly prejudices the integrity, efficiency, and effectiveness of the **COMMISSION**, its operations, and its officials and employees. However, this excludes the negligence and/or misdemeanor of the **BELGIAN SECURITY AGENCY, INC.** personnel for any loss due to any fortuitous event, *force majeure* or causes beyond the control of the security personnel.
10. **BELGIAN SECURITY AGENCY, INC.** security guards found to be under the influence of alcohol and/or prohibited drugs shall be immediately replaced from his post, and the **COMMISSION** shall deduct the cost of maintaining the post.
11. **BELGIAN SECURITY AGENCY, INC.** shall give a written notice to the **COMMISSION** through the Chief of 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.



12. **BELGIAN SECURITY AGENCY, INC.** shall require its personnel to use the biometrics in order to properly maintain a record of attendance. Failure to do so shall be supported with a Certification for such absence of record in the biometrics.
13. **BELGIAN SECURITY AGENCY, INC.** shall ensure that no personnel is assigned to, or interfere with, the official activities of the **COMMISSION** relating to processing of applications for examinations, conduct of examinations, rating, issuance of professional license/ID, certifications, and other similar activities.
14. The **COMMISSION** reserves the right to demand replacement of any security guard at any time for a justifiable reason. Such replacement shall be effected within twenty-four (24) hours from receipt of request.
15. The **COMMISSION** shall have the right to select, change or refuse any security guard assigned by the **BELGIAN SECURITY AGENCY, INC.** at any point in time. The **BELGIAN SECURITY AGENCY, INC.** shall ensure that its security guards are qualified and able to meet the security requirements of the **COMMISSION**. The **BELGIAN SECURITY AGENCY, INC.** shall assume full responsibility for screening and deployment of its security guards. The **BELGIAN SECURITY AGENCY, INC.** shall provide the **COMMISSION** with copies of the 201 files of security guards assigned with the **COMMISSION**.
16. Concerns and complaints referred by the **COMMISSION** to the **BELGIAN SECURITY AGENCY, INC.** shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the former.
17. **BELGIAN SECURITY AGENCY, INC.** shall give prior notice to the **COMMISSION** of any personnel replacement and secure its approval prior to actual deployment. The **BELGIAN SECURITY AGENCY, INC.** shall not withdraw or replace any security guard involved in any violation of this contract or **COMMISSION** policies and rules and regulations until after proper investigation has been made by the **COMMISSION**.
18. Additional guards may be deployed upon request of the Commission in case of security emergencies or as the exigency of the service so requires.

### ARTICLE III SALARIES AND BENEFITS OF SECURITY GUARDS

1. **BELGIAN SECURITY AGENCY, INC.**, as the employer, warrants that it 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 guards.
2. **BELGIAN SECURITY AGENCY, INC.** 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, **BELGIAN SECURITY AGENCY, INC.** 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.

### ARTICLE IV



## CONTRACT RATE AND TERMS OF PAYMENT

1. **BELGIAN SECURITY AGENCY, INC.** shall charge the **COMMISSION** the SAGSD-PADPAO monthly rates (for eight hours work per day) as prescribed according to the Security Guards area of assignment which shall include salaries/wages, incentive pay and allowances, Social Security, PhilHealth and Pag-IBIG premiums, and all other legally mandated benefit, VAT and applicable taxes.
2. **BELGIAN SECURITY AGENCY, INC.** warrants to the **COMMISSION** that the rates herein provided are in accordance with, and pursuant to latest rate prescribed by DOLE.
3. **BELGIAN SECURITY AGENCY, INC.** shall bill the **COMMISSION** 50% of the amount on the 15<sup>th</sup> day of the month and the other 50% on the 30<sup>th</sup> 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 the **COMMISSION**.
4. **BELGIAN SECURITY AGENCY, INC.** shall pay the salaries and allowances of its Security Guards on a semi-monthly basis during the term of this Contract.
5. **BELGIAN SECURITY AGENCY, INC.** shall furnish the **COMMISSION** with proof of receipt that it has paid its personnel assigned in accordance with labor laws. **BELGIAN SECURITY AGENCY, INC.** shall submit monthly report of payment/remittance of SSS, Philhealth, Pag-IBIG, and other lawful benefits. The monthly report should be submitted to the Office of Financial and Administrative Services.
6. Claims for payments by **BELGIAN SECURITY AGENCY, INC** shall be supported by the following documents that will be attached to the monthly claims for payment:
  - 6.1 Statement of Account;
  - 6.2 Service Invoice/Summary of Billing;
  - 6.3 Approved copy of Monthly Detail Schedule;
  - 6.4 Approved Daily Time Record (DTR);
  - 6.5 Approved Summary Report of DTR;
  - 6.6 Notarized Sworn Statement of the representative of Security Agency to transact in behalf of the company;
  - 6.7 Reports of remittances;
  - 6.8 Monthly Certification and copies of detailed pay slip by **BELGIAN SECURITY AGENCY, INC.** that the security guards who have rendered services in the **COMMISSION** were paid in accordance with the provisions of the Minimum Wage Law, the New Labor Code, SAGSD-PADPAO rates and other pertinent laws.
7. **BELGIAN SECURITY AGENCY, INC.** grants the **COMMISSION** authority to deduct the proportional amount from the former's fees, in cases of the tardiness and absences of its personnel.
8. **BELGIAN SECURITY AGENCY, INC.** may seek adjustment of salaries in writing, subject to the approval of the **COMMISSION**, in case of increase of wage rate due to enactment of new laws.
9. Should there be any complaint from the **BELGIAN SECURITY AGENCY, INC.** personnel regarding any delay of salary, non-payment of overtime and holiday



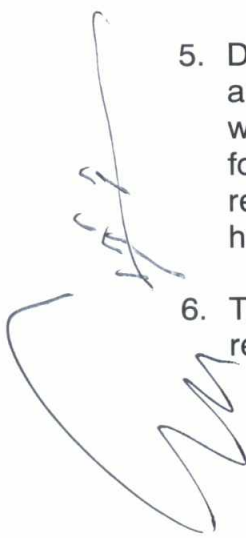
pays, non-remittances of government dues, the **COMMISSION** may require the former to explain in writing the reason/s of the delay and the **COMMISSION** may demand from **BELGIAN SECURITY AGENCY, INC.** documents evidencing payment of salaries, overtime and holiday pays and remittance of government dues as a pre-requisite to the payment of service fees.

10. The **COMMISSION** may demand from **BELGIAN SECURITY AGENCY, INC.** copies of its payrolls, SSS, Pag-IBIG remittances and other documents from time to time to ensure strict compliance by **BELGIAN SECURITY AGENCY, INC.** with labor and related laws and its implementing rules and regulations. Failure of the **BELGIAN SECURITY AGENCY, INC.** to fulfill this obligation will cause the termination of this Contract.
11. **BELGIAN SECURITY AGENCY, INC.** 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 **BELGIAN SECURITY AGENCY, INC.** personnel or third parties by reason of negligence, indifference, disobedience, arbitrary conduct, or any act attributable to its personnel.
12. **BELGIAN SECURITY AGENCY, INC.** shall assume full responsibility on any claim for any compensation on injuries from accidents of the security guards assigned to the **COMMISSION** in connection with the performance of their duties and shall free the **COMMISSION** from any suit in connection therewith.
13. The last payment for services under this Contract shall be subject to clearance from the **COMMISSION** Chairman.

#### ARTICLE V CONTRACT DURATION

1. The term of this Contract shall be for a period of ONE (1) YEAR, commencing from the date indicated in the Notice to Proceed, or upon the proper turnover has been done by the outgoing security service provider, unless sooner terminated for non-compliance by **BELGIAN SECURITY AGENCY, INC.** of the terms and conditions, covenant and stipulations stated herein.
2. 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 the **COMMISSION** prior to the date of the expiration of this Contract. The Contract extension, herein referred to, shall be made in accordance with existing laws and rules issued by the Government Procurement Policy Board (GPPB).
3. The **COMMISSION** may cancel or terminate this contract should there be any violation by **BELGIAN SECURITY AGENCY, INC.** 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 **COMMISSION**'s security policies, rules and regulations; violation of labor and social security laws and regulations, upon thirty (30) -day written notice by the **COMMISSION** to **BELGIAN SECURITY AGENCY, INC.**. Provided that, **BELGIAN SECURITY AGENCY, INC.** shall not withdraw its personnel without the proper turnover to an incoming security provider. Violation of which shall cause the blacklisting of **BELGIAN SECURITY AGENCY, INC.**

from its future participation in the bidding for security services with the **COMMISSION**.



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4. The **COMMISSION** reserves the right to terminate the contract after thirty (30) calendar days written notice to **BELGIAN SECURITY AGENCY, INC.**, after due verification of facts that the latter is not providing satisfactory services, or not complying with the terms and conditions of the contract.
  5. 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 addendum hereof.
  6. This Contract of Security Services shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.

#### ARTICLE VI LIQUIDATED DAMAGES

7. The applicable rate for which **BELGIAN SECURITY AGENCY, INC.** shall be answerable is one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.

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

#### ARTICLE VII MISCELLANEOUS PROVISIONS

1. **BELGIAN SECURITY AGENCY, INC.** personnel shall adhere to all security policies and rules and regulations of the **COMMISSION**.
  2. **BELGIAN SECURITY AGENCY, INC.** shall be responsible for instructing its employees on basic safety measures considered appropriate in public transaction areas, such as lobbies.
  3. **BELGIAN SECURITY AGENCY, INC.** personnel shall submit to any search by the **COMMISSION** duly authorized officials and designated security officer, whenever deemed necessary.
  4. **BELGIAN SECURITY AGENCY, INC.** shall ensure that all articles found, monetary or otherwise, are to be turned over to the **COMMISSION**.
  5. The following documents herein attached as Annexes, shall be deemed to be an integral part of this Contract, to wit:
    - a. Request for Quotation;
    - b. The Price Quotation Form submitted by **BELGIAN SECURITY AGENCY, INC.**;
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- c. **COMMISSION's** Notice of Award;
- d. The Omnibus Sworn Statement executed by **BELGIAN SECURITY AGENCY, INC.**; and
- e. Authority of Signatory.

**IN WITNESS WHEREOF**, the parties have signed this Contract this 12th day of April, 2019 in the City of \_\_\_\_\_, Philippines.

**BELGIAN SECURITY AGENCY, INC.**

By:

  
**PATRICIA V. REVITA**  
Vice President

**PROFESSIONAL REGULATION  
COMMISSION - CAR**

By:

  
**JUANITA L. DOMOGEN**  
Head of the Procuring Entity

**CERTIFIED AS TO THE AVAILABILITY OF FUNDS:**

  
**RASETES E. RAZONABE**  
Officer-in-Charge, Accounting Division



ACKNOWLEDGMENT

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

11<sup>th</sup> day of April **BEFORE ME**, a Notary Public for and in the City of Baguio this 2019, personally appeared:

NAME	PROOF OF IDENTITY	ID NO.
JUANITA L. DOMOGEN	License Card	668000

SIGNED IN THE PRESENCE OF

Jose C. Magana

Made known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is her free and voluntary act and deed, and likewise that of the agency/ they represents.

The instrument refers to the Contract for One (1) Year Procurement of 24-Hour Security Services for PRC Regional Office No. I consisting of ten (10) pages including the page on which this Acknowledgment is written, and is signed by the parties including their instrumental witnesses on each and every page hereof.

**WITNESS MY HAND AND SEAL** on the date and place above-written,

Doc. No. 321  
Page No. 45  
Book No. XIV  
Series of 2019.

ERDOLFO V. BALAJADIA  
Notary Public  
Until December 31, 2019  
PTR No. 3895822, 12-10-18  
IBP No. 05116, 12-10-18  
N.A.-NC-3-NEW-18  
Roll No. 15187  
Baguio City

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the Municipality of Rosales this  
\_\_\_\_\_ 2019, personally appeared:

NAME	PROOF OF IDENTITY	ID NO.
PATRICIA V. REVITA	TIN ID	917-961-818

SIGNED IN THE PRESENCE OF


Jose C. Noganis

Made known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is her free and voluntary act and deed, and likewise that of the company they represent.

The instrument refers to the Contract for the One (1) Year Procurement of 24-Hour Security Services for PRC Regional Office No. I consisting of ten (10) pages including the page on which this Acknowledgment is written, and is signed by the parties including their instrumental witnesses on each and every page hereof.

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

Doc. No. 379  
Page No. 77  
Book No. XXIV  
Series of 2019.

  
**ATTY. ROGER G. PERALTA IV**  
NOTARY PUBLIC  
NOTARIAL COMMISSION No. 01/19/R  
UNTIL DECEMBER 31, 2020  
PTR No. 4565101/01/04/19/ROSALES  
IBP LIFETIME No. 615530/01/10/11/BAGUIO  
ROLL No. 48271  
#82 ZAMORA ST., ZONE IV, ROSALES, PANG.