



REQUEST FOR QUOTATION

PROCUREMENT OF SECURITY SERVICES FOR THE PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) REGIONAL DEPOT CAGAYAN DE ORO

GSD-011-25 (SVP)

Sir/Madam:

Please quote your best proposal for the item/s described below using the Price Quotation Form (see Annex "A" of the Request for Quotation), subject to terms and conditions stated in the RFQ.

Accomplish and submit all forms attached (Annex A).

LOT NO.	QTY.	ITEM DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT
1	1 LOT	SECURITY SERVICES FOR PS-DBM REGIONAL DEPOT CAGAYAN DE ORO	₱287,148.21

**The ABC is understood to be the ceiling price; offers must not exceed the ABC provided.*

The quotation duly signed by you or your duly authorized representative, accompanied by required forms, shall be submitted not later than **18 March 2025; 10:00 AM** at the address indicated below:

<p>MS. ABIGAIL ANN O. ALICDAN-ESPERE Head, General Services Division - Procurement Committee 2nd Floor, PS-DBM Complex</p>
<p>Procurement Service-PhilGEPS</p>
<p>Cristobal Street, Paco, Manila gsdsecretariat@ps-philgeps.gov.ph</p>

Only one (1) set of documents certified to be true copies of the original shall be required. The envelope shall contain the name of the contract to be bid in capital letters and bear the name and address of the supplier in capital letters.

Quotations and other documents required **may either be submitted manually** at 2nd Floor Lobby Procurement Service Building General Services Division **OR electronically** to gsdsecretariat@ps-philgeps.gov.ph, on or before the deadline of submission as stated in this RFQ. **In case of electronic submission, the proposal shall be in a password-protected compressed archive folder. The passwords for accessing the file will be disclosed by the bidders only during the actual bid opening.**

Unsealed or unmarked bid envelopes, or in case of electronic bid submission, proposals not in compressed archive folders and are not password-protected,

SHALL BE REJECTED. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected, as required, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted.

In case of modification, it must be done before the deadline for the submission and receipt of proposals, and labelled as a "modification". The time stamped or indicated in the latest proposal received shall be the official time of submission.

The GSD-PC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or submission of corrupted files, or for its premature opening.

Late submission of quotations shall not be accepted and considered.

SGD.
ABIGAIL ANN O. ALICDAN-ESPERE
Head, GSD-PC

To expedite the evaluation, we encourage participating bidders to submit the following documents on or before the deadline for submission:

No	Requirements	Instruction
1	<i>Annex "A" Bid / Price Proposal Form</i>	<p><i>Must indicate the unit and total price.</i></p> <p><i>Must indicate the required information.</i></p> <p><i>Must be duly signed by the authorized representative.</i></p>
2	<i>Mayor's Permit for the year 2025</i>	<i>Must be valid for the year 2025</i>
3	<i>PhilGEPS Registration Number</i>	<i>Submit Proof of Registration (picture or screenshot of PhilGEPS Registration on the website)</i>
4	<i>Omnibus Sworn Statement (Annex "B") and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.</i>	<p><i>Ensure that there are eleven (11) declarations.</i></p> <p><i>Indicate required information.</i></p> <p><i>Attach competent evidence of identification (valid government-issued ID. The use of Cedula is not acceptable).</i></p> <p><i>Must be duly notarized and signed.</i></p>
5	<i>Terms of Reference (Annex "C")</i>	<i>Must be duly signed by the authorized representative.</i>
6	<i>Valid License to Operate from Supervisory Office for Security and Investigation Agency</i>	<i>Must be valid for the year 2025</i>

	(SOSIA)	
7	Valid Philippine Association of Detective and Protective Agency Operators (PADPAO) Certificate	Must be valid for the year 2025
8	Proof of branch/office located in Cagayan De Oro City Area	Must indicate the required information

PhilGEPS Platinum Registration Certificate with updated Annex A may be submitted in lieu of the eligibility documents 2 and 3.

*If **Item Nos. 2, 3, 4, 5, 6, 7, and 8** are not submitted during the deadline for submission, such documents shall be submitted during evaluation of offers upon receipt of notice from the GSD Secretariat requiring such submission.*

TERMS AND CONDITIONS:

1. Quotations exceeding the ABC or submitted beyond the deadline shall be rejected.
2. Price quotation/s — to be denominated in Philippine peso — shall include all taxes, duties, and/or applicable discounts, if any.
3. The use of this RFQ is highly encouraged to minimize errors or omissions of the mandatory provisions. If a different form is used other than this RFQ, the quotation shall contain all the mandatory provisions, including manifestation of the agreement with the Terms and Conditions. In case a prospective supplier submits a filled-out RFQ with a supporting document (i.e. price quotation in different format), both documents shall be considered unless there is any discrepancy. In this case, **provisions in this RFQ shall prevail.**
4. Award of contract shall be made to the lowest quotation which complies with the technical specifications, requirements and other terms and conditions stated herein.
5. In case two or more bidders are determined to have submitted the Lowest Calculated and Responsive Quotation, the PS-DBM shall adopt and employ “draw lots” as the tie-breaking method to finally determine the winning bidder in accordance with GPPB Circular No. 06-2005.
6. The PS-DBM may cancel or terminate the contract at any time under any of the grounds provided under RA No. 9184 and its 2016 revised IRR.
7. The **RFQ, Letter Order (contract), and other related documents** to the above-stated procurement project **shall be deemed to form part of the contract.**
8. The **Notice of Award, Letter Order, and Notice to Proceed** are **deemed received as of the date of their transmittal** to the winning bidder’s official email address, as provided in the Omnibus Sworn Statement. Hence, the relevant periods under RA No. 9184 and its IRR, and the RFQ shall commence from receipt thereof.
9. Liquidated damages equivalent to **one-tenth of one percent (0.1%)** of the value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The PS-DBM may terminate the contract once the cumulative amount of liquidated damages reaches **ten percent (10%)** of the amount of the contract, without prejudice to other courses of action and remedies open to it.
10. Payment shall be made after delivery and only upon the submission of the required supporting documents, *i.e.* Delivery Receipt and Sales Invoice or Official Receipt, by the supplier, contractor, or consultant. As PS-DBM strictly utilizes **bank-to-bank mode of payment**, the supplier, contractor, or consultant is advised to furnish PS-DBM a duly notarized certification from their depository bank indicating its **Account Name** and **Account Number**. Our Government Servicing Bank, *i.e.* the Land Bank of the Philippines, shall credit the amount due to the identified bank account of the supplier, contractor, or consultant not earlier than **twenty-four (24) hours**, but not later than **forty-eight (48) hours**, upon receipt of our advice. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the account of the supplier, contractor, or consultant.

Price Quotation Form

Date: _____

The Head, General Services Division - Procurement Committee
 Procurement Service
 PS Complex, Cristobal Street
 Paco, Manila

Ma'am/Sir:

Having examined the **Request for Quotation No. GSD-011-025 (SVP)** the receipt of which is hereby duly acknowledged, the undersigned offers the **PROCUREMENT OF SECURITY SERVICES FOR THE PROCUREMENT SERVICE - DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) REGIONAL DEPOT CAGAYAN DE ORO** in conformity with the said Request for Quotation for the sums stated hereunder:

Please quote your best offer for the item/s below. Indicate "0" if the item being offered is for free. Indicate " No Bid " if there is no intention to join the Lot.		
Lot No.	Item/Description	(8:00AM-5:00PM Shift) 1 Security Guard
1	Procurement of Security Services for Procurement Service Regional Depot Cagayan De Oro	
MINIMUM DAILY WAGE (DW)		461.00
I. Amount Directly to Guard		
	<input type="checkbox"/> Basic Salary (DW*No. of Days per year/12)	
	<input type="checkbox"/> Night Differentials (Ave.pay/mo.*10%)	
	<input type="checkbox"/> 13 th Month Pay (DW*365/12/12)	
	<input type="checkbox"/> 5 Days Incentive Leave (DW*5/12)	
	<input type="checkbox"/> Uniform Allowance (RA 5487)	
	Total Sum of I (Directly to Guard)	
II. Amount to Gov't in Favor of Guard		
	<input type="checkbox"/> Retirement Benefit (RA 7641)(DW*22.5/12)	
	<input type="checkbox"/> Social Security System (Employer Share)	
	<input type="checkbox"/> Philhealth (Employer Share)	
	<input type="checkbox"/> State Insurance (EC)	
	<input type="checkbox"/> Pag-ibig Fund (Employer Share)	
	Total Sum of II (Gov't in favor of Guard)	

III. Total Amount I & II	
IV. Admin Overhead & Agency Fee	
V. VAT	
VI. Contract Rate per Month	
Total Amount for Twelve (12) Months (TOTAL PRICE)	
Total Price in Words: _____	

TECHNICAL SPECIFICATIONS
Item Description
<p>One (1) Security Guard</p> <ul style="list-style-type: none"> - Daily Shift - 8:00am to 5:00pm - Seven (7) days a week (inclusive of holidays) <p>Conforms to the attached Terms of Reference</p>

SCHEDULE OF REQUIREMENTS/DELIVERY INSTRUCTIONS
<p>Duration of the Contract: Twelve (12) Months Tentative Start of the Contract: April 18, 2025 (end of the existing contract)</p>
<p>Delivery Site: Procurement Service Regional Depot- Cagayan De Oro Zone I, National Highway, Bulua, Cagayan De Oro City</p> <p>Contact Person: Daryl Christian P. Canda dcanda@ps-philgeps.gov.ph</p>

By affixing my signature below, I am confirming our compliance with the Technical Specifications/Terms of Reference and the Terms and Conditions stated above. I further certify that such compliance is true and correct; otherwise, if found to be false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Further, we undertake, if our Quotation is accepted, to perform the services/deliver the goods as in accordance with the Schedule of Requirements and Technical Specifications.

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

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

Date

Company Name

Authorized Representative
Name/Signature

Address

Official Contact Number

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards;

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;

11. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorney's No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

TERMS OF REFERENCE

Procurement of Security Services for PS Regional Depot- Cagayan de Oro

Manpower Requirement

One (1) security guard on day shift (8:00AM – 5:00PM), seven (7) days a week (inclusive of holidays), who shall inspect, monitor, secure and guard the areas occupied by the Procurement Service Regional Depot Warehouse and Office.

Contract Period: 12 Months
April 18, 2025 - April 17, 2026 (tentative duration)

A. Scope of Work

1. To protect and secure all PS assets from theft, pilferage, vandalism, robbery and any form of bodily harm against PS-CDO's staff assigned in the regional depot.
2. To provide PS with such number of security guards who are properly trained, licensed, bonded, uniformed, armed and with the following qualifications, in addition to those prescribed by the Government authorities concerned:
 - a. Filipino citizen
 - b. High school graduate or ex-serviceman;
 - c. With height of at least 162.6 cm (5'4"), weight of at least 120 lbs;
 - d. At least 21 years old but not more than 50 years old;
 - e. Of good moral character and without any criminal or police record;
 - f. Passed neuropsychiatric test;
 - g. Holder of valid security license, processed and screened by Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government offices issuing clearance for employment of the profession.
3. To ensure that the Area of Responsibility (AoR) is always manned during the entire duration of the contract and shall maintain available relievers and/or replacements when the need arises.
4. To submit bi-monthly status/situation reports as well as render incident/spot reports as deemed necessary.
5. To indemnify PS for any loss, damage and expenses to property that may be incurred due to failure of the assigned security guard/s to perform the duties required under herein, provided that it shall be established beyond reasonable doubt that the loss or damage is due to negligence of the security guards of the Security Agency after it had likewise established with same degree of proof, that the property or article allegedly lost was present inside the AoR just before the loss or damage was discovered.

However, the Security Agency shall not assume responsibility where such loss or damage is due to force majeure or fortuitous events or to any of the following conditions:

- a. Where loss or damage occurred inside a closed and/ or locked compartment/ warehouse, office room/ building wherein under normal conditions the guard/s had no access except where it has been proven that the door or any part of the building has been forcibly and that loss is reported to the guard/ Security Agency immediately upon discovery;
- b. Where loss or damage is not included in the inventory list of PS properties;
- c. Where the property claimed to have been lost or damage were kept in an open space or storage, and were not duly turned-over to the Security Agency or its representatives for physical inventory and proper recording, or although kept in.

B. Equipment/ Supplies Requirements

1. The following shall comprise the Basic Equipment of a security guard which shall be made mandatory and ready for his/ her use while performing his/ her duties:
 - a. Prescribed Basic Uniform
 - b. Nightstick/ baton
 - c. Whistle
 - d. Timepiece
 - e. Writing pen
 - f. Log book
 - g. Flashlight
 - h. Service Firearms
 - i. Handcuff

The security agency shall have the responsibility of ensuring the availability and issuance of the basic equipment to its posted guards.

2. The security agency shall ensure that the security guards shall regularly inspect operability of basic equipment issued to him and shall keep himself acquainted with the use of these.

C. Qualification of Security Agency

1. The Security Agency shall have a branch/ office located within Cagayan de Oro City area, to ensure prompt response/s from the agency whenever the need arises.
2. The Security Agency must have a valid License to Operate from the Supervisory Office for Security and Investigation Agency (SOSIA).
3. The Security Agency must have a valid Philippine Association of Detective and Protective Agency Operators (PADPAO) certificate.

D. Responsibilities of the Security Agency

1. The discipline, administration and operations of the security guards shall conform with the Implementing Rules and Regulations of Republic Act No. 5487, otherwise known as the "SECURITY AGENCY LAW" as amended by Presidential Decree Bo. 11 dated October 3, 1972, the policies of Procurement Service (as PROCURING ENTITY) and other applicable government rules and regulations;

2. It is expressly understood and agreed that all employees and staff of the SECURITY AGENCY are not in any way connected with Procurement Service and no employer – employee relationship exist between PS and the SECURITY AGENCY or the latter's personnel;
3. The Security Agency shall make timely and immediate remittances of all amounts due to SSS/Philhealth/Pag-ibig or such other related government agencies or private entities where the Security Agency is bound to make the remittances for the benefit of all the assigned guards.

E. Additional Terms and Conditions of the Contract:

1. In view of the manpower requirements, the Security Agency shall provide the PS-DBM with a copy of the individual personnel profiles of the security guards to be assigned in the Regional Office together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the PS-DBM before assumption of work by the said security guard.
2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the PS-DBM and Security Agency;
3. Should PS require additional security guards, the Security Agency shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the PS-DBM;
4. The Security Agency hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;
5. The Security Agency shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the PS-DBM;
6. The Security Agency shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the PS-DBM;
7. The PS-DBM shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the Security Agency including death resulting there from;
8. The Security Agency shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;
9. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the Security Agency;
10. The Security Agency shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;

11. The Security Agency shall protect the PS-DBM from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;
12. The Security Agency shall be liable to the PS CDO for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;
13. The liability for any loss or damage stated under paragraph 12 is subject to the following exceptions:
 - a. Where the loss or damage occurs inside a closed office, building or compartment into which the Security Agency or its agents have no access, in which case, the Security Agency is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.
 - b. For loss of, and/or damage to property delivered, or entrusted by the PS to its employees, which equipment or property is outside the administrative control of the Security Agency at the time of said loss or damage, the Security Agency is not liable. In this connection, properties or equipment are considered outside the administrative control of the Security Agency only when the same are brought outside the PS premises or compound by the authorized employees themselves.
 - c. For loss of, and/or damage to property resulting from fortuitous events or force majeure;
14. For any loss or damage stated under paragraphs 12 and 13 The AGENCY shall indemnify the PS-DBM for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty.
15. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the Security Agency to the PS-DBM Regional Office Supervisor within twenty-four (24) hours from its occurrence;
16. The loss or damage to property shall be brought to the attention of the Security Agency by the PS-DBM within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the Security Agency;
17. The Security Agency shall provide the security guards assigned to the PS-DBM Regional Office, at its own expense, with the necessary serviceable, dependable firearms and ammunition, and adequate communications equipment. The Security Agency hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The Security Agency shall also provide the PS-DBM copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the PS-DBM Regional Offices;
18. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the PS-DBM, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is

strictly prohibited within the premises of the guarded compound of the PS-DBM, whether he/she is on-duty or off-duty;

19. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;
20. It is agreed that in order to have an assurance that salaries of security guards assigned by the Security Agency were paid on time, the PS-DBM requires the Security Agency to present a certified photocopy of the signed payroll of the security guards assigned to the PS-DBM Regional Office covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions;
21. The Security Agency shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the PS-DBM and it shall be understood that the PS-DBM will not be held liable for unpaid wages if the Security Agency fail to pay the security guards;
22. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the PS which the agency may have acquired by reason of its services.
23. PS-DBM shall have the sole option to cancel/terminate this Agreement at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by the Security Agency and/or its security guards is substandard and/or unsatisfactory: Provided, that the Security Agency shall be notified in writing at least fifteen (15) days prior to the effective date of cancellation/termination. The Security Agency shall maintain a satisfactory level of performance throughout the term of the Agreement based on the following performance criteria: (i) quality of service delivered, (ii) time management, (iii) management and suitability of personnel, and (iv) provision of regular progress reports.
24. However, in cases where the Security Agency causes injury or irreparable damage to the life and property of PS-DBM, its officers, employees and agents, or its continuing presence poses a threat to the life and property to the latter due to the Security Agency's involvement in unlawful and illegal acts, PS-DBM may immediately notify the Security Agency of such fact in writing and this Agreement is deemed cancelled and/or terminated without waiting for the lapse of fifteen (15) days.
25. The Contract may 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 PS-DBM prior to the date of the expiration of this contract. The extension shall be expressly agreed upon in writing by the PS-DBM and Security Agency prior to the expiration of the 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).

F. Payment Terms

Payment shall be made on a monthly basis upon complete submission by the Security Agency of the following requirements:

- a. DTR of all security guards duly signed by the Depot Supervisor or his/her duly authorized representative;
- b. Proof of previous months' remittances to the SSS, PhilHealth, and Pag-Ibig, together with transmittal sheet stamped received by the foregoing, certified true copy of a duly accomplished previous months payroll sheet, as well as such other relevant documents as may be required by the PS-DBM;
- c. Invoice of billing or statement of account for the period covered; and
- d. Certification by the Depot Supervisor that the services rendered by the Security Agency are in accordance with the terms and conditions of the contract for the period being claimed.

G. Liquidated Damages and Litigation Expenses

The Security Agency shall be liable for payment of liquidated damages in case of breach of any provisions of the Agreement. The amount of liquidated damages shall be at least equal to one-tenth of one per cent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, PS-DBM shall rescind the Agreement, without prejudice to other courses of action and remedies open to it.

In the event that PS-DBM, or any of its officers, employees or agents, is sued due to the Security Agency's failure to comply with any law, rule or regulation pertaining to the employment of labor, or for any damage or injury caused by and to the Security Agency's personnel, the Security Agency shall reimburse PS-DBM for the expenses it shall incur in relation to the said suit, including attorney's fees, cost of the suit and other litigation and incidental expenses immediately upon demand by PS-DBM. In the event PS-DBM incurred damages by reason of the negligence or willful misconduct of the Security Agency or its assigned security guards, the Security Agency shall also be liable for such damages.

Conforme:

Date

Company Name

Authorized Representative
Name/Signature

Address

Official Contact Number

