



Republic of the Philippines
MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE
Bontoc, Mountain Province

OFFICE OF THE PRESIDENT

NOTICE TO PROCEED

December 12, 2017

MR. KARL B. GABAEN

Proprietor/Security Director

BAGUIO'S FINEST SECURITY AGENCY

Baguio's Finest Security Agency

DOTC – TELOF Building, Post Office Loop

Session Road, Baguio City

Dear Sir:

Warm Greetings!

The attached Contract Award having been approved, notice is hereby given so that the project may commence to undertake the work for the project; **"PROVISION OF SECURITY SERVICES"** located at Bontoc Campus, effective upon receipt of this notice.

You are responsible for performing the works under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the spaces provided below.

Very truly yours,

REXTON F. CHAKAS

College President

I acknowledge receipt of this Notice on
Name of the Representative of the Bidder:
Authorized Signature:

12/12/17
Karl B. Gabaen
[Signature]



Republic of the Philippines
Mountain Province State Polytechnic College
Bontoc, Mountain Province

SECURITY SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE, a government educational institution with office address at Bontoc, Mountain Province, and herein represented by its College President, **DR. REXTON F. CHAKAS**, referred to as the **COLLEGE**;

-AND-

BAGUIO'S FINEST SECURITY AGENCY (BFSA), a duly license private security agency duly organized in accordance with Philippine laws, with office address at Session Road, Baguio City represented by its Proprietor/Security Director, **MR. KARL B. GABAEN** hereinafter referred to as the **AGENCY**.

WITNESSETH:

WHEREAS, the **SECURITY AGENCY** is engaged in the business of rendering private security services and was duly issued the necessary permit and license to operate as a security agency by proper Government authorities, including the Philippine National Police;

WHEREAS, the **SECURITY AGENCY** desired to provide security services to the **COLLEGE**, and hereby offer to safeguard and protect the properties and installations of the **COLLEGE** against theft, pilferage, robbery, trespass/encroachment, arson and other similar crimes, and to maintain peace and order within the premises of the MPSPC four (4) campuses, Bontoc, Tadian, Baang, Bauko, and Paracelis.

WHEREAS, the **COLLEGE** accepts the offer made by the **SECURITY AGENCY**;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and undertakings herein provided, the parties have agreed as follows:

- A. DURATION OF CONTRACT** – This agreement shall take effect upon receipt of the Notice to Proceed (NTP) for a period of **THREE (3)** years renewal every year, and shall remain in full force and effect unless sooner or later terminated by either or both parties. The party interested in terminating the contract shall notify in writing the other party within thirty (30) days before the intended date of termination. However, this contract may be renewed upon mutual agreement of the parties, under such terms and conditions that may be mutually agreed upon them.

B. CONTRACT RATE – The contract rate shall be in accordance with the prevailing PADPAO rate in the region or locality. For and in consideration of the security services that shall be rendered by the **SECURITY AGENCY** for the **COLLEGE**, the latter shall pay the former the amount of **FIFTEEN THOUSAND FOUR HUNDRED FIFTY SEVEN PESOS ONLY (Php15,457.00)**, per security guard, per month rendering eight (8) hours duty per day, including Saturdays, Sundays and Holidays. It is understood that monthly obligations of the **COLLEGE** to the **SECURITY AGENCY** shall be paid on a monthly basis not later than every 25th day on the current month.

C. SCOPE OF WORK OR SERVICES TO BE RENDERED- The Security Agency shall provide the following specific services to guard, patrol, protect and keep watch of office premises, officials and employees, properties and records in accordance with existing laws within the tour of duty:

1. Protect the general interest of the College
2. Guard and secure all property of the College or its officers/employees within its area of responsibility.
3. Strictly implement standing rules, regulations, guidelines and policies prescribed by the College.
4. Prevent the commission of any unlawful or illegal acts within the assigned College's premises or its area of responsibility.
5. Report and provide assistance in cases of any sign of disorder, riots, strike or any serious violation of the law.
6. Protect College's property from theft, robbery, pilferage or damage.
7. Report and provide assistance in cases of any emergency situations, such as fire, typhoon, or natural calamities.
8. Perform their task in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated in Republic Act No. 5487 (Act Governing the Organization and Management of Private Security Agencies).

D. WRITTEN INSTRUCTIONS – the **COLLEGE** shall from time to time publish or issue written instructions, rules and regulations for the security guard on post to ensure and implement.

E. LABOR STANDARDS – (wages and salaries) – In the event that there are decrees or laws promulgated by the Government as to wage increase, both parties agree to implement the same

F. MANPOWER QUALIFICATIONS. The Security Guards and Guard Supervisors to be posted and fielded to the **COLLEGE** shall have the following qualifications:

NUMBER OF GUARDS – the security detachment to be established by the **SECURITY AGENCY** with the **COLLEGE** shall consist of Twenty-Five (25) guards (23 males and 2 females); **PROVIDED**, that this number may be increased or decreased upon the security situation and exigency of service; **PROVIDED FURTHER**, that the **SECURITY AGENCY** shall maintain and make available relievers and/or replacement when the need arises.

ON SECURITY GUARDS:

1. Of good moral character and reputation, courteous, alert and without criminal or police record;
2. Physically and mentally fit;
3. Not less than 21 nor more than 50 years of age;
4. At least 5 feet and 4 inches in height;
5. Duly licensed and properly screened and cleared by the Philippine National Police, National Bureau of Investigation, and other government offices issuing clearances for employment;
6. In proper uniform and with other security paraphernalia as indicated below;
7. Armed with firearms with sufficient ammunition indicated below at all times during hours of duty;
8. Must have passed the Neuro-Psychiatric Exam; and
9. In possession of such other qualifications required by RA No. 5487, as amended.

ON GUARD SUPERVISORS:

1. College graduate;
2. Must have at least three (3) years security related experience;
3. Possess a valid driver's license; and
4. Must have a Security Officer License issued by PNP.

G. OBLIGATIONS AND RESPONSIBILITY OF THE SECURITY AGENCY - The Security Agency shall comply with the following obligations and responsibilities:


1. Provide a detailed Security Plan for the College.
2. Assume all loses in their areas of responsibility due to negligence/pilferages and negligence of their security guards, provided that such loss or damage shall be reported to the security agency by the College within twenty four (24) hours from the incidence of such loss or damage
3. Assume full responsibility for the acts of its SGs during performance of their duties.
4. Cooperate with the College's official investigation of any suspected criminal activity or in case of theft or similar incidents in their assigned area.
5. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the College.
6. Provide the total number of guards required in the assigned area every shift per Section VI hereof.
7. Provide the SG on posts with the following security firearm, equipment and paraphernalia:
 - Minimum Provisions of Allowable Firearms (Licensed):
 - One (1) CAL. 38 (Revolver Type); and
 - One (1) 12 Gauge (Shotgun)
 - One (1) Unit Handheld Radio & its Accessories for each Security Guard on duty
 - One (1) Unit Storage Cabinet for equipment and materials/paraphernalia of SGs
 - One (1) Unit Metal Detector – Handheld
 - One (1) Flashlight for each security guard on duty
 - Mini Medicine Pouch for each security guard
 - One (1) Nightstick for each security guard on duty

- Office supplies for guards such as logbook, incident report form, leave form and other security and/or administrative forms
- Other security paraphernalia
- 8. Be responsible for the repair and maintenance of the items listed in No. G.6 hereof without cost to the College.
- 9. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings and other structures considered critical and vulnerable.
- 10. The Security Agency shall not change or replace the SG without prior notice and approval by the College.
- 11. Have the SG changed or replaced at any time upon request of the College for justifiable reasons within a period of one (1) week upon receipt of such request.
- 12. The agency shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the client which the agency may have acquired by reason of its services.


H. SATISFACTORY LEVEL OF PERFORMANCE - The Security Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.

The performance criteria to be applied shall include among others, the following:

- a. Quality of service delivered;
- b. Time management ;
- c. Management and suitability of personnel;
- d. Contract administration and management; and
- e. Provision of regular progress reports





I. NO EMPLOYER-EMPLOYEE RELATION – The security guards assigned to the **COLLEGE'S** premises are employees of the **SECURITY AGENCY**. Consequently, the **SECURITY AGENCY** shall be responsible for claims under the Labor Code for labor standards on wages, personal injury or death arising out of, or sustained in the course of the performance of security functions and duties.



J. REVOCATION OR TERMINATION – Any violation of the terms and conditions of this agreement shall be a cause for revocation or termination of this contract. The **SECURITY AGENCY** shall see to it that its security guards shall not violate any of the terms and conditions herein set forth.

K. AUTOMATIC RENEWAL CLAUSE – It is understood that this contract shall be renewed on a yearly basis in case the **COLLEGE** did not give any termination letter to the **SECURITY AGENCY** thirty (30) days before the expiration of this contract.

L. VENUE OF ACTION – In case of any litigation arising from or in connection with this contract, the venue of the action shall be in the proper court in MOUNTAIN PROVINCE.



M. TERMINATION OF PRIOR AGREEMENTS – Any previous agreements/contract between the agency and the client relating to this relationship are terminated/amended and/or cancelled.

N. APPROVAL

This AGREEMENT is subject to the confirmation of the Board of Trustees of Mountain Province State Polytechnic College.

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 12 day of December 2017, at MPSPC, Bontoc, Mountain Province, Philippines.

This Agreement becomes binding and valid upon the approval by the proper authorities.

**MOUNTAIN PROVINCE STATE
POLYTECHNIC COLLEGE
(COLLEGE)**

BY :

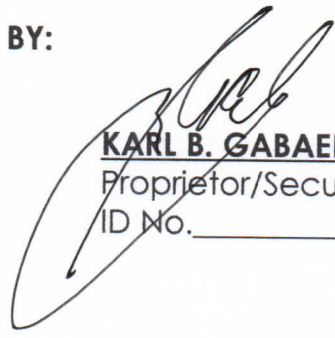
REXTON F. CHAKAS, Ph. D.

College President

ID No. _____


**BAGUIO'S FINECT SECURITY AGENCY
(SECURITY AGENCY)**

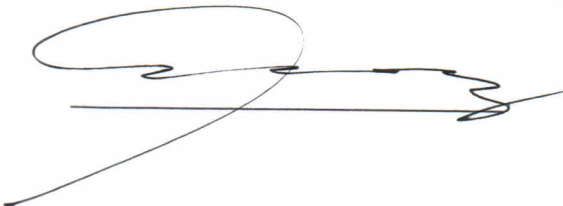
BY:



KARL B. GABAEN

Proprietor/Security Director

ID No. _____

SIGNED IN THE PRESENCE OF:







ACKNOWLEDGEMENT


Republic of the Philippines)
Municipality of Bontoc)S.S
Province of Mountain Province

BEFORE ME, as the Notary Public for and within Mountain Province, personally appeared **DR. REXTON F. CHAKAS**, College President, representing the Mountain Province State Polytechnic College, with Community Tax Certificate No. _____ issued on _____ at Bontoc, Mt. Province and, **MR. KARL B. GABAEN**, Proprietor/Security Director, representing Baguio's Finest Security Agency, with Community Tax Certificate No. _____ issued on _____ issued at _____ known to me to be same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consist of six (6) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the official seal this 22nd day of December, 2017.

Doc no. 77;
Page no. 15;
Book no. 40;
Date 7 2017.


JOSE N. CO
Notary Public for Mtn. Province
Until December 31, 2016
PIR No. 370501A-1-6-16
IBP Notary No. 338731/12-23-99
Roll No. 42450 / 5-10-97
HC No. 2015-3 / TIN 103-340-362

