

CONTRACT No. 2015-04
PROVISION OF SECURITY MANPOWER SERVICES

THIS CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **FLORENCIO B. ABAD**, hereinafter called the "**DBM**";

- and -

COMMANDER SECURITY SERVICE, INC., a corporation duly organized and existing under the laws of the Philippines, with office address at No. 133 Commander Bldg., 15th Avenue, Cubao, Quezon City, represented by **MR. CARMELO T. AYSON**, hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Provision of Security Manpower Services and the bid of the Contractor in the total amount of Twelve Million Five Hundred Sixty Thousand Four Hundred Ninety Four Pesos and Thirty Nine Centavos (P12,560,494.39) (hereinafter called the "Contract Price");

WHEREAS, the Notice of Award was issued to the Supplier last April 30, 2015, and Supplier posted its performance security on May 7, 2015.

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

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex G and H, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Invitation to Bid
B	-	Bid Bulletin No. 1
C	-	Instructions to Bidders
D	-	Bid Form
E	-	Schedule of Requirements
F	-	Technical Specifications
G	-	General Conditions of the Contract
H	-	Special Conditions of the Contract
I	-	Security Plan
J	-	Notice of Award
K	-	Performance Security

3. In consideration of the payments to be made by the DBM to the Contractor, the Contractor hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.


The following are the additional offers of the Contractor which was accepted by the DBM, and therefore bound to be fulfilled and delivered free of charge:

- a) Four (4) units of CCTV Surveillance camera and its preventive maintenance, operating installation shall be subject to the instruction and guidelines of the Administrative Service;
 - b) Quarterly Trainings/Seminars for the guards; and
 - c) Provision for K9 dog with Handler for Special Events/Occasions.
4. The DBM hereby covenants to pay the Contractor, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this 27th day of May, 2015 at Manila, Philippines.


DEPARTMENT OF BUDGET
AND MANAGEMENT

By:

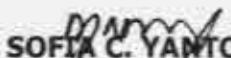

FLORENCIO B. ABAD
Secretary

COMMANDER SECURITY SERVICE, INC.

By:

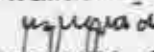

CARMELO T. AYSON
President

SIGNED IN THE PRESENCE OF


SOPIA C. YANTO
Assistant Secretary and
Concurrent Director, Administrative Service.



Funds Available:


ESPERANZA Q. IGNACIO
Chief Accountant

DBR# 01102101 2015 - 05,000,000

5/11/15

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2015 personally appeared the following:

NAME	VALID ID	VALID UNTIL
FLORENCIO B. ABAD	DBM ID No. 3706	2015
CARMELO T. AYSON	N16-70-020693 03-9074128-5	JULY 11, 2016

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Provision of Security Manpower Services was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 27th day of May, 2015.

Doc. No 593 ;
Page No 14 ;
Book No II ;
Series of 2015.



JOVENA CANDICE M. RUIZ
 NOTARY PUBLIC-MANILA
 COMMISSION SERIAL NO. 2014-166
 UNTIL DECEMBER 31, 2015
 ROLL NO. 49404, LBP LRN 05140
 PTR NO. 3038612/manila/4-21-14

BLD 3, 1
 GEN. SOLANO ST. MALABON
 MANILA

BID FORM

Date: 24 March 2015

To: **DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)**
General Solano St., San Miguel Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers (1), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the project, "Provision of Security Manpower Services," in conformity with the said Bidding Documents for the sum of:
TWELVE MILLION FIVE HUNDRED SIXTY THOUSAND FOUR HUNDRED NINETY FOUR PESOS AND THIRTY NINE CENTAVOS ONLY (PHP 12,560,494.39)

Please see attached Annex B for the financial computation.

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 Validity Period specified in the **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

Until a formal Contract is prepared and executed, this Bid, 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 Bid you may receive.

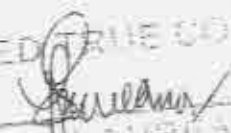
We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 24th day of March 2015.


CARMELO T. AYSON
[Signature]

PRESIDENT/CEO
[in the capacity of]

Duly authorized to sign Bid for and on behalf of **COMMANDER SECURITY SERVICES, INC.**

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FATIMA G. LAURELANO
Admin Assistant

Annex B

Financial Computation

Particulars	No. of Guards	Monthly Rate (P)	Annual Rate (P)
A. Amounts to Guard & Government (in accordance with PADPAO Cost Distribution Per Month Wage Order No. NCR-18/b effective January 1, 2014)			
> 8 hours schedule of work			
7 days	27	19,519.91	6,324,450.84
6 days	8	15,806.51	1,517,424.96
5 days	3	13,349.98	480,599.28
> 12 hours schedule of work			
7 days	1	29,113.93	349,367.16
6 days	1	23,243.47	278,921.64
5 days	7	19,717.10	1,656,236.40
Total, Amounts to Guard & Government	47	120,750.90	10,607,000.28
B. Agency Fee (from 10% minimum to 24.6425% maximum)			1,060,700.03
C. VAT (12% of Agency Fee)			127,284.00
D. Contingency Amount			765,510.08
Grand Total (A+B+C+D)			12,556,494.39

Notes: 1. Only the bids for items B and C, and the Grand Total, shall be indicated by the bidder.

2. Figures for items B, C, and the Grand Total shall be rounded off to two decimal places.

Company:

[Signature]
 Company: T. Hyson
 President/CEO
 Commander Security Services, Inc.

[Signature]

[Signature]




COMMANDER SECURITY SERVICES, INC.

No. 133, 15th Avenue, Cubao, Quezon City
Tel.Nos.: 912-2487 • 912-1558 • 709-9945 to 48 • Fax No.: 995-7638 • 421-2741
Company Mobile #: 0917-5728677 E-mail add: cssi7@yahoo.com
Website: commandersecuritygroup.com

ADD-ONS TO THE CONTRACT RATE IF AWARDED

1. Over and above the Schedule of Requirements/Terms of Reference (TOR) Commander Security Services shall provide additional four (4) Units of CCTV Surveillance Camera (FREE OF CHARGE)
2. FREE Preventive Maintenance of CCTV Cameras
3. Quarterly Trainings/Seminars for the guards. (FREE OF CHARGE)
4. K9 Dog with Handler for Special Events/Occassions.

APPROVED BY:



CARMELO T. AYSON
President/CEO

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FATIMA G. LAUREANO
Admin Assistant



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	Delivery Date
1	Deployment of forty-seven (47) Security Guards in accordance with Annex A.	Within seven (7) calendar days from the receipt of Notice to Proceed
2	Tools and equipment as required in Section VII. Technical Specifications.	

I hereby certify to comply and deliver all the above requirements.

Commander Security Services, Inc.
Name of Company/Bidder

Camelo T. Puyson / President/CEO
Signature Over Printed Name of Representative

MAR. 30 2016
Date

Conforme:

Camelo T. Puyson / President/CEO
Commander Security Services Inc.


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FATIMA G. LAUREANO
Admin Assistant

DEPLOYMENT OF DBM SECURITY GUARDS FOR CY 2015			
Location/Station	No. of Hours	Tour of Duty	No. of Guards for CY 2015
AREA 1			
Area 1.A	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 1.B	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
AREA 2			
Area 2.A	16 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm) Mon. to Fri.	2
Area 2.B	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 2.C	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
Area 2.D	16 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm) Mon. to Sat.	2
Area 2.E	12 hrs.	12 hours duty (6am to 6pm) Mon. to Sat.	1
Area 2.F	16 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm) Mon. to Sat.	2
Area 2.G	16 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm) Mon. to Sat.	2
AREA 3			
Area 3.A	24 hrs.	8 hrs/shift/daily (6am-6pm; 6pm-6am)	3
Area 3.B	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
Area 3.C	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
AREA 4			
Area 4.A	16 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm)	2
Area 4.B	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
Area 4.C	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
Area 4.D	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.E	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
Area 4.F	12 hrs.	12 hours duty (6am to 6pm) Mon. to Fri.	1
Area 4.G	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.H	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.I	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.J	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Area 4.K	12 hrs.	12 hours duty (6am to 6pm) daily	1
AREA 5			
Area 5.A	24 hrs.	8 hrs/shift/daily (6am-2pm; 2pm-10pm; 10pm-6am)	3
Total			47

Note: The DBM has the option to effect changes in the assignments/deployment of individual Security Guards anytime during the contract period through written notice by the AS Director to the Contractor.

CONFIRMED:


Carmelo T. Ayson / President / CEO
Commander Security Services, Inc.

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FATIMA G. LALLENA
Admin Assistant



Section VII. Technical Specifications (Revised)

Bidders must state "Comply" in the column "Statement of Compliance" against each of the individual parameters of each "Specification". Please do not just place check in the bidder's "Statement of Compliance."

Item	Specifications	BIDDER'S STATEMENT OF COMPLIANCE
I	RECRUITMENT AND SELECTION CRITERIA	"Comply"
	<p>1. Deployment of forty seven (47)^U qualified, bonded, uniformed, highly trained and armed Security Guards and one (1) Detachment Commander in accordance with the attached Deployment of DBM Security Guards for CY 2015 (Annex A), with the following minimum qualifications:</p> <p>a) With at least three (3) years experience in Security Services.</p> <p>b) Have undergone and passed the required psycho-neuro examination and drug test conducted by the Philippine National Police (PNP) / National Bureau of Investigation (NBI).</p> <p>c) Have current/valid National Certification II (NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA).</p> <p>Have undergone first-aid and basic-life support course certified by the Philippine National Red Cross (PNRC).</p>	"Comply"
II	SECURITY AGENCY QUALIFICATIONS	"Comply"
	<p>1) Stability</p> <p>a) Years of experience – At least 6 years in the business.</p> <p>b) Liquidity of the Contractor – At least 5 Million (Current Assets minus current liabilities based on Balance Sheet as of December 31, 2013).</p> <p>c) Organizational Set-up – with good office set-up, personnel and office tools and equipment. The agency must submit a company profile confirming the foregoing requirements, including an organizational chart.</p>	"Comply"
	<p>2) Resources</p> <p>a) Number and Kind of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified in item IV hereof.</p> <p>b) Number of Guards – with at least 50 Security Guards. Number of Supervisors – with at least 5 Supervisors.</p>	"Comply"

Conforme:





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	<p>3) Security Plan ²⁷ – Tailored fit for DBM in accordance with the minimum requirements below. Statements/enumerate the specific methodology to execute the Plan.</p> <p>a) Measures to be undertaken to ensure the safety of DBM officials, personnel, visitors and properties;</p> <p>b) Protocols to be followed for bomb threat, robbery, hostage situation and natural calamities; and</p> <p>c) VIP security protocol.</p>	<p>"Comply"</p>
<p>III</p>	<p>SERVICE LEVEL AGREEMENT ²⁷</p>	<p>"Comply"</p>
	<p>The Security Guards shall:</p> <ol style="list-style-type: none"> 1. Maintain peace and order at the DBM premises. 2. Watch, safeguard and protect the DBM properties from theft, arson, intrusion of demonstrators/protesters, destruction or damages. 3. Ensure safety of DBM officials, personnel and visitors from harassments, threat or intimidation within the premises of the DBM. 4. Monitor/frisk visitors for deadly weapons, explosives, toxic chemicals, drugs, contraband items, and/or harmful materials upon reasonable grounds and, if necessary, coordinate with the PNP for possible arrest of persons concerned. 5. Issue visitor's slip to all non-DBM personnel upon registry in the electronic logbook, and properly coordinate their entry with the officials/employees concerned. 6. Prohibit loitering of guests in the premises after the purpose of visit/ official transaction is completed. 7. Prevent entry of unauthorized persons after office hours, including weekends, and non-working holidays, unless authorized by DBM officials. 8. Maintain daily 24-hour logbooks on the entry exit of DBM officials and employees. 9. Maintain daily 24-hour logbooks on the arrival and departure of DBM and non-DBM vehicles. 10. Inspect vehicles entering and leaving DBM premises. 11. Control flow of traffic and direct drivers to park their vehicles properly in designated parking areas. 12. Secure all entry and exit points. 	<p>"Comply"</p>

Compliance




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	13. Prevent entry to secured/restricted areas without proper authorization/clearance.	"Comply"																																								
IV	OTHER TERMS AND CONDITIONS	"Comply"																																								
	<p>The Contractor shall:</p> <p>1. Provide the following tools and equipment, subject to random inspection of authorized DBM official/representative:</p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>a. Service Firearm, i.e., registered revolver caliber 38 with twelve (12) live ammunitions each</td> <td>18 units</td> </tr> <tr> <td>b. VHF portable handheld radio, 200-300 MHz with extra battery pack and battery charger</td> <td>24 units</td> </tr> <tr> <td>c. Surveillance mirror</td> <td>6 units</td> </tr> <tr> <td>d. Handheld Metal Detector</td> <td>24 units</td> </tr> <tr> <td>e. Flashlight with batteries</td> <td>24 units</td> </tr> <tr> <td>f. Tear-gas</td> <td>24 units</td> </tr> <tr> <td>g. Pro-baton night stick</td> <td>24 units</td> </tr> <tr> <td>h. Riot shield/truncheon and helmet</td> <td>24 units</td> </tr> <tr> <td>i. Handcuffs</td> <td>47 units</td> </tr> <tr> <td>j. Medical kit</td> <td>47 sets</td> </tr> <tr> <td>k. Traffic vest and gloves</td> <td>6 sets</td> </tr> <tr> <td>l. Raincoat</td> <td>24 sets</td> </tr> <tr> <td>m. Rain boots</td> <td>24 pairs</td> </tr> <tr> <td>n. Umbrella</td> <td>24 units</td> </tr> <tr> <td>o. Whistle</td> <td>47 pcs</td> </tr> <tr> <td>p. Megaphone</td> <td>3 units</td> </tr> <tr> <td>q. Camera</td> <td>3 units</td> </tr> <tr> <td>r. Electronic log book - to be installed at the front desks of DBM buildings I, II and III</td> <td>3 sets</td> </tr> <tr> <td>s. Portable walk-through metal detector - to be installed at the main entrance of DBM building II</td> <td>1 unit</td> </tr> </tbody> </table> <p>2. Ensure that the Security Guards assigned to the DBM shall observe the prescribed uniform by the PNP Supervisory Office for Security and Investigation Agencies (PNP-SOSIA).</p> <p>3. Make available at all times relievers and/or replacements to ensure continuous and uninterrupted service in case of absences of Security Guards and shall execute the necessary supervision over the work of its personnel.</p>	Particulars	Quantity	a. Service Firearm, i.e., registered revolver caliber 38 with twelve (12) live ammunitions each	18 units	b. VHF portable handheld radio, 200-300 MHz with extra battery pack and battery charger	24 units	c. Surveillance mirror	6 units	d. Handheld Metal Detector	24 units	e. Flashlight with batteries	24 units	f. Tear-gas	24 units	g. Pro-baton night stick	24 units	h. Riot shield/truncheon and helmet	24 units	i. Handcuffs	47 units	j. Medical kit	47 sets	k. Traffic vest and gloves	6 sets	l. Raincoat	24 sets	m. Rain boots	24 pairs	n. Umbrella	24 units	o. Whistle	47 pcs	p. Megaphone	3 units	q. Camera	3 units	r. Electronic log book - to be installed at the front desks of DBM buildings I, II and III	3 sets	s. Portable walk-through metal detector - to be installed at the main entrance of DBM building II	1 unit	"Comply"
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Conforme:

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 Manuel T. Aron / President / CEO

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FATIMA G. ...

[Signature]

	<ol style="list-style-type: none"> 4. Assume full responsibility and undertake to reimburse the DBM for losses, damages, and injuries caused to the DBM's properties and personnel, which the Contractor is bound to secure and protect. 5. Assign a Roving Supervisor for its own account, separate from the Detachment Commander, to monitor the performance of the Security Guards and to handle the periodic consolidation of daily timecards in preparation for the monthly billing to the DBM. 6. Recommend the enforcement and, upon the approval of the AS Director, implement policies, rules and regulations of the DBM aimed at maintaining peace and order. 7. Whenever required by the AS Director, or if deemed necessary by the Detachment Commander, conduct an investigation concerning any security breach within the DBM CO premises, including the commission of any crime, and submit a report to the AS Director as instructed. 8. Pay its personnel not less than the minimum wage and provide the other benefits mandated by law. The Contractor shall comply with the laws and rules governing labor standards and employee's compensation. A certificate of compliance for the purpose shall be required from the Contractor to accompany the monthly billing statement. 9. Submit, along with the monthly billing statement, receipts and prescribed reports stamped received by SSS, PhilHealth and Pag-IBIG, as proof of remittances of premium payments to said collecting agencies. 10. Acknowledge that any violation of the minimum wage law and other labor laws shall likewise be a ground for termination of the contract. 	<p>"Comply"</p>
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- 1/ The DBM has the option to effect changes in the assignment/deployment and the number of Security Guards at any time during the contract period through written notice by the AS Director to the Contractor.
- 2/ To be submitted as part of additional documents for post qualification.
- 3/ The minimum Service Level Agreement statements shall form part of the Security Plan.

I hereby certify to comply with all the above Technical Specifications.

Guardian Security Services, Inc.
Name of Company/Bidder

Carmelo T. Ayson / President / CEO
Signature Over Printed Name of Representative

March 20, 2011
Date

Conformed:

Carmelo T. Ayson / President / CEO

2011
CERTIFIED TRUE COPY

FATIMA G. LAUREN
ADMIN ASSISTANT

[Handwritten signature]



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

NOTICE OF AWARD

April 30, 2015


MR. CARMELO T. AYSON
Commander Security Services, Inc.
133 Commander Bldg., 15th Avenue
Cubao, Quezon City

Dear **Mr. Ayson**:

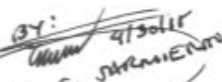
Based on Department of Budget and Management Bids and Awards Committee Resolution No. 2015-15, we are pleased to inform you that the contract for the Project "Provision of Security Manpower Services for CY 2015-2017" is hereby awarded to your company in the amount of Twelve Million Five Hundred Sixty Thousand Four Hundred Ninety Four Pesos and Thirty-Nine Centavos (P12,560,494.39).

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the Implementing Rules and Regulations of Republic Act No. 9184 within ten (10) calendar days upon receipt of this Notice.

Very truly yours,


FLORENCIO B. ABAD
Secretary



RECEIVED BY:

EDGAR G. SARMIENTO



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

NOTICE TO PROCEED

May 27, 2015

MR. CARMELO T. AYSON

Commander Security Service, Inc.
133 Commander Bldg., 15th Avenue
Cubao, Quezon City

Dear **Mr. Ayson:**

This is to inform your company that performance of the obligations specified in the attached Contract for the project, Provision of Security Manpower Services, shall commence upon receipt of this Notice to Proceed.

Very truly yours,

FLORENCIO B. ABAD
Secretary



received by: *Fatima B. Laureano*
5/28/2015