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Republic of the Philippines
CAMARINES NORTE STATE COLLEGE
F. Pimentel Avenue, Brgy. 2, Daet, Camarines Norte

176

OFFICE OF THE PRESIDENT
NOTICE OF AWARD

Date Issued:
September 20, 2022

GERALDINE B. LASTRELLA
Proprietor/Owner
JERICO SECURITY AND INVESTIGATION SERVICES
G/F Amaluz Building, Purok 7, Locsin Subdivision,
Brgy. Binitayan, Daraga, Albay


Madam:

In conformity with the recommendation of our **Bids and Award Committee for Goods and Services**, you are hereby notified that your bid dated **August 22, 2022** for the **SUPPLY OF SECURITY SERVICES FOR THE SIX (6) CAMPUSES OF THE COLLEGE** at CNSC Main Campus, Camarines Norte, in the amount of **Seven Million Five Hundred Forty One Thousand Seven Hundred Fifty Nine Pesos and Twenty Eight Centavos (PHP 7,541,759.28)** as per **BAC Resolution No. 38, s.2022** dated **September 13, 2022** and in accordance with the Instructions to Bidders, is accepted.

Accordingly, you are required to post within **Ten (10) calendar days** from receipt of this notice, the corresponding **Performance Security**, in the amount and form as stipulated in the Instruction to Bidders and pursuant to Section 39.2 of the Implementing Rules and Regulations of R.A. 9184. Non-compliance of this requirements shall be a sufficient ground in the cancellation of the award and forfeiture of your Bid Security.

Please appear in this office for the signing of the Contract Agreement **not later than five (5) calendar days upon receipt of this notice**. Otherwise, we will be constrained to cancel the award.

Very truly yours,


DR. MARLO M. DE LA CRUZ, PECE
College President

Conformed:

Name of Bidder: _____
Authorized Representative: GERALDINE B. LASTRELLA
(Signature above Printed Name)
Date Signed: SEPTEMBER 23, 2022
(Month/Day/Year)
Date of Receipt of Notice of Award: _____
(Month/Day/Year)



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Republic of the Philippines
CAMARINES NORTE STATE COLLEGE
F. Pimentel Avenue, Brgy. 2, Daet, Camarines Norte

**CONTRACT
(SECURITY SERVICES)**

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** is made and entered into this 17 day of September, 2022, by and between:

CAMARINES NORTE STATE COLLEGE (CNSC), a government educational institution created by R.A.A. 7352, with principal office at F. Pimentel Avenue, Daet, Camarines Norte, represented by its President, **MARLO M. DE LA CRUZ, PhD, PECE**, Head of the Procuring Entity, hereinafter referred to as "CNSC".

-AND-

JERICHO SECURITY & INVESTIGATION SERVICES, with principal business address at Ground Floor, Amaluz Building, Purok 7, Locsin Subdivision, Brgy. Binitayan, Daraga Albay, represented by its Proprietor/Owner, **GERALDINE B. LASTRELLA**, hereinafter referred to as "SECURITY AGENCY".

WITNESSETH:

WHEREAS, pursuant to **BAC Resolution No. 38, s2022** dated September 13, 2022, CNSC declared the **SECURITY AGENCY** as the bidder with the Lowest Calculated and Responsive Bid for the **SUPPLY OF SECURITY SERVICES FOR THE SIX (6) CAMPUSES OF THE COLLEGE** in the amount of **Seven Million Five Hundred Forty-One Thousand Seven Hundred Fifty-Nine Pesos and Twenty-Eight Centavos (PHP 7,541,759.28)**, hereinafter called the "Contract Price";

WHEREAS, said Contract Price is good for **Thirty-Six (36) Licensed Security Guards** broken down as follows:

A. October 2022 – November 2022		
Description	Day Shift	Night Shift
Daily Basic Salary Rate	345.00	345.00
A. Payable Directly to Security Guard		
1. Equivalent Monthly Rate (Basic/12)		
a. Ordinary Working Days (298 days)	102,810.00	102,810.00
b. Regular Holiday (12 x 200% x basic)	8,280.00	8,280.00
c. Rest Day (52 x 130% x basic)	23,322.00	23,322.00
d. Special Days (3 x 130% x basic)	1,345.50	1,345.50
Total Equivalent Annual Rate	135,757.50	135,757.50
Total Equivalent Monthly Rate (EMR)	11,313.13	11,313.13
2. Night Shift Differential Pay Per Month (NSD=EMR-Basic x 0.10)		1,131.31
3. 13 th Month Pay Per Month (Basic Salary for the year/12)	713.96	713.96
4. 5 Day Incentive Leave Pay Per Month (Basic x 5/12)	143.75	143.75
5. Uniform Allowance (Per R-IV-4 RA 5487)	100.00	100.00
6. Retirement Benefits per Month (Basic x 22.5/12)	646.88	646.88
Sub Total A	12,917.72	14,049.03
B. Payable to the Government Employer Share of:		
1. SSS Premium Employer Share	1,105.00	1,190.00
2. SIF/ECC – Employer Share	10.00	10.00

3. Philhealth Employer Share	262.93	284.87
4. Pagibig Employer Share	262.93	284.87
Sub Total B.	1,640.86	1,769.74
C. Total Monthly Reimbursement Cost	14,558.58	15,818.77
Administrative Cost Exclusive of VAT	1,310.27	1,423.69
VAT	157.23	170.84
	16,026.08	17,413.30
x	20	16
	320,521.60	278,612.80
x	2	2
	641,043.20	557,225.60
SUB TOTAL	TOTAL	1,198,268.80

B. December 2022 – September 2022

Description	Day Shift	Night Shift
Daily Basic Salary Rate	365.00	365.00
A. Payable Directly to Security Guard		
1. Equivalent Monthly Rate (Basic/12)		
a. Ordinary Working Days (298 days)	108,770.00	108,770.00
b. Regular Holiday (12 x 200% x basic)	8,760.00	8,760.00
c. Rest Day (52 x 130% x basic)	24,674.00	24,674.00
d. Special Days (3 x 130% x basic)	1,423.50	1,423.50
Total Equivalent Annual Rate	143,627.50	143,627.50
Total Equivalent Monthly Rate (EMR)	11,968.96	11,968.96
2. Night Shift Differential Pay Per Month (NSD=EMR-Basic x 0.10)		1,196.90
3. 13 th Month Pay Per Month (Basic Salary for the year/12)	755.38	755.38
4. 5 Day Incentive Leave Pay Per Month (Basic x 5/12)	152.08	152.08
5. Uniform Allowance (Per R-IV-4 RA 5487)	100.00	100.00
6. Retirement Benefits per Month (Basic x 22.5/12)	684.38	648.38
Sub Total A.	13,660.80	14,857.70
B. Payable to the Government Employer Share of:		
5. SSS Premium Employer Share	1,190.00	1,275.00
6. SIF/ECC – Employer Share	10.00	10.00
7. Philhealth Employer Share	278.06	301.26
8. Pagibig Employer Share	278.06	301.26
Sub Total B.	1,756.12	1,887.52
C. Total Monthly Reimbursement Cost	15,416.92	16,745.22
Administrative Cost Exclusive of VAT	1,387.52	1,507.07
VAT	166.50	180.85
	16,970.94	18,433.14
x	20	16
	339,418.84	294,930.21
x	10	10
	3,394,188.37	2,949,302.11
SUB TOTAL	TOTAL	6,343,490.48

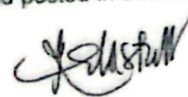
A. Subtotal (October 2022 to November 2022)	1,198,268.80
B. Subtotal (December 2022 to September 2023)	6,343,490.48
TOTAL ABC (A+B)	P7,541,759.28

The above-mentioned rate is subject to legally mandated wage increase and laws which shall be immediately implemented upon effectivity of the same.

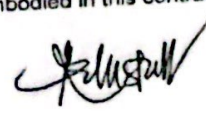
WHEREAS, the CNSC is engaging the services of the SECURITY AGENCY for the purpose of deploying licensed security guards to safeguard and protect its properties, equipment and facilities / installations / office buildings within its premises against any and all crimes / unlawful acts and any act of terrorism by strangers or third persons. The services herein engaged shall also cover the necessary security measures for all CNSC officers, employees, students and its visitors transacting legitimate business in the CNSC premises

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs):
 - i. General and Special Conditions of Contract
 - ii. All the provisions of the **TERMS OF REFERENCE** in the Procurement of Security Services for the Camarines Norte State College not inconsistent with this Contract Agreement, except for the effectivity of the contract which is clearly defined hereunder;
 - iii. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. The SECURITY AGENCY covenants to provide CNSC with the necessary number of Security Guards as herein stated in complete uniforms and security gears, and in no case they shall be allowed to be posted without proper orientation on school policies, rules and regulations;
4. Nothing contained herein shall be construed as establishing an Employer-Employee Relationship or of Principal and Agent as between CNSC and the SECURITY AGENCY. The latter, subject to the provisions of this contract, has complete charge of its personnel performing the security services and shall be fully responsible for the services performed by them on their behalf, thus, a qualified Security Supervisor shall be provided by the SECURITY AGENCY;
5. The Thirty-Six (36) Security Guards shall be deployed and posted in accordance with the schedule to be determined by CNSC;



6. In consideration of the security services performed and provided by the SECURITY AGENCY under this contract, CNSC undertakes to make payment on a monthly basis per actual work performed by their security guards;
7. The SECURITY AGENCY covenants to observe working hours, overtime, work pay and other labor standards under the Labor Code;
8. The SECURITY AGENCY hereby covenants to strictly implement CNSC's policies, rules and regulations;
9. The SECURITY AGENCY agrees to deploy such number of Security Guards mentioned above and shall be changed with another batch of Security Guards every month, if warranted, except the Head Guard/Supervisor, if there's any;
10. The SECURITY AGENCY shall strictly implement the school policy with respect to CNSC personnel's "going-out" of the campus with or without Pass Slips during office hours from 8:00 AM to 12:00 NN and from 1:00 PM to 5:00 PM. It shall make a record of time and date when an employee goes "out" and "in" during said hours and shall submit a Monthly Summary Report thereof to the Office of the College President;
11. The SECURITY AGENCY shall observe the highest degree of diligence in implementing security measures for CNSC and it shall be its duty to make intelligent observations to improve security measures, identify security lapses, foresee future security risks and make appropriate and timely recommendation to CNSC authorities as to how to immediately address these concerns. Moreover, a monthly Security Observation Report shall be submitted to the office of the College President;
12. The SECURITY AGENCY undertakes to provide additional reinforcement or augmentation of at least Five (5) Security guards during CNSC special occasions, such as Commencement Exercises, Foundation Day Celebration and the like, where crowd control and safety of persons inside CNSC premises is a priority;
13. By virtue of this contract, the SECURITY AGENCY assumes liability for all losses, damages, destruction to CNSC properties and for death and / or injuries sustained by its officers, employees, and visitors / guests, which are directly attributable to the negligence, fault, laxity, unlawful act or misconduct of the SECURITY AGENCY's officers and security guards;
14. The CNSC shall, by written Notice of Suspension to the SECURITY AGENCY, suspend all payments if the latter fails to perform its obligations under this Contract Agreement;
15. Any loss or damaged upon CNSC's premises, properties and personnel during the guarding duty of the SECURITY AGENCY's guards shall be indemnified by the SECURITY AGENCY, unless the loss or damage was due to fortuitous events or *force majeure*;
16. CNSC may terminate this Contract Agreement thru written Notice of Termination give to the SECURITY AGENCY Thirty (30) days after the concurrence of any of the following:
 - A. The SECURITY AGENCY fails to remedy its failure in the performance of its obligations to CNSC.
 - B. The SECURITY AGENCY becomes bankrupt.
 - C. The SECURITY AGENCY's representation materially affected the interest of CNSC.
 - D. The SECURITY AGENCY is unable to perform substantial and material portion of the security services as required by CNSC and as embodied in this contract.



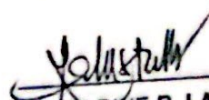
17. Upon termination of this contract and upon receipt of the notice of termination, the SECURITY AGENCY shall take all the necessary steps to bring their services to a close in a prompt and orderly manner;
18. Unless sooner terminated, this CONTRACT shall be valid from **OCTOBER 1, 2022**, and shall terminate on **SEPTEMBER 30, 2023**; and
19. The SECURITY AGENCY shall furnish the CNSC such Performance Security in the form and amount as indicated in the General Conditions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


DR. MARLO M. DE LA CRUZ, PECE
College President

For:


CAMARINES NORTE STATE COLLEGE
 F. Pimentel Avenue, Brgy II
 Daet, Camarines Norte


GERALDINE B. LASTRELLA
Proprietor/Owner

For:

JERICO SECURITY & INVESTIGATION SERVICES
 G/F Amaluz Building, Purok 7, Locsin
 Subdivision, Brgy. Binitayan,
 Daraga Albay

Signed in the Presence of:





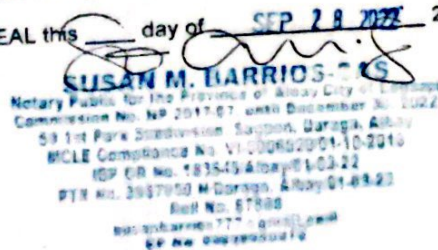
ACKNOWLEDGEMENT

Republic of the Philippines]
 Province of Camarines Norte]s.s.
 Municipality **BARAGA, ALBAY**

BEFORE ME, Notary Public, personally appeared, DR. MARLO M. DE LA CRUZ and GERALDINE B. LASTRELLA, known to me to be the same persons who executed the foregoing CONTRACT AGREEMENT and acknowledged to me that the same is their free act and deed, and that they have exhibited to me their valid/government issued I.D.s

WITNESS MY HAND AND SEAL this SEP 28 2022 day of SEP 28 2022 2022

Doc. No. 375
 Page No. 1
 Book No. 117
 Series of 2022


SUSAN M. BARRIOS
 Notary Public for the Province of Albay, City of Legazpi
 Commission No. NP 2017-07, until December 31, 2022
 59 1st Park Subdivision, Sagsapan, Daraga, Albay
 MCLE Compliance No. VI-00000004-10-2016
 IGP CR No. 1835-15-Albay-01-03-22
 PTH No. 3057050 M. Daraga, Albay 01-03-22
 Ref. No. 57808
 Macanabarras 777 - 010010001
 02 No. 0000000010



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Republic of the Philippines
CAMARINES NORTE STATE COLLEGE
F. Pimentel Avenue, Brgy. 2, Daet, Camarines Norte

OFFICE OF THE PRESIDENT
NOTICE TO PROCEED

Date Issued:

GERALDINE B. LASTRELLA

Proprietor/Owner

JERICO SECURITY & INVESTIGATION SERVICES

Ground Floor, Amaluz Building, Purok 7, Locsin Subdivision,
Brgy. Binitayan, Daraga Albay

Sir:

With herein attached approved Contract Agreement, you are hereby notified to proceed, commence and perform the terms and conditions of the contract on the **SUPPLY OF SECURITY SERVICES FOR THE SIX (6) CAMPUSES OF THE COLLEGE**, Daet, Camarines Norte, with a Contract Price of **Seven Million Five Hundred Forty-One Thousand Seven Hundred Fifty-Nine Pesos and Twenty-Eight Centavos (PHP 7,541,759.28)** effective today, _____ or within five (5) days from receipt of this notice.

Please acknowledge receipt of this Notice to Proceed by signing both copies at the space provided below and kindly return one (1) copy to this office.

Very truly yours,


DR. MARLO M. DE LA CRUZ, PECE

College President

I acknowledge receipt of this Notice on: Sept. 29, 2022
(Month/Day/Year)

Name of Supplier/Contractor/Authorized Representative


GERALDINE B. LASTRELLA
(Signature above Printed Name)