

# Republic of the Philippines DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT LOCAL GOVERNANCE REGIONAL RESOURCE CENTER 1 Regional Office I

Aguila Rd., Sevilla, San Fernando City, La Union www.region1\_dilg\_gov.ph

### NOTICE TO PROCEED

December 29, 2023

MR. CLYD KONSTANTIN P. MOSUELA

President/Gen. Manager RIDAM Security Services Corp. Diversion Road, Brgy. Panicsican, San Juan, La Union

Dear Mr. Mosuela:

With the attached CONTRACT OF SERVICES having been approved, you are hereby notified to provide Security Guard Services for the period January 1, 2024 to December 31, 2024 from RIDAM Security Services, Corp. Diversion Road Brgy. Panicsican, San Juan, La Union.

Likewise, you are responsible for performing the required services under the terms and conditions of the Contract of Services, and your submitted quotation/proposal.

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other copy to the DILG Regional Office 1, c/o BAC Secretariat, City of San Fernando, La Union.

Very truly yours,

JONATHAN PAULM. LEUSEN, JR., CESO III

Regional Director, DILG 1 and

Head of Procuring Entity

RECEIVED BY:

12-29-23

MR. CLYD KONSTANTIN P. MOSUELA

President/Gen. Manager

RIDAM Security Services Corp.

Diversion Road, Brgy. Panicsican,

San Juan, La Union

) S.S.

## **CONTRACT OF GUARD SERVICES**



### KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF SERVICE is made and entered into this 28<sup>th</sup> day of December, 2023 in the City of San Fernando, La Union, Philippines, by and between:

DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT, REGIONAL OFFICE NO. 1 with office at Aguilla Road, Sevilla, City of San Fernando, La Union, represented in these presents by DIR. JONATHAN PAUL M. LEUSEN, JR. CESO III, Regional Director, hereinafter referred to as "CLIENT";

-and-

RIDAM SECURITY SERVICES, CORP., duly licensed and bonded security agency existing under the laws of the Philippines with Head Office address located at 3F Prime Place Estate, Diversion Road, Panicsican, San Juan, La Union, represented in this act by its President/General Manager, MR. CLYD KONSTANTIN P. MOSUELA, hereinafter referred to as the "SECURITY AGENCY".

#### WITNESSETH:

WHEREAS, the CLIENT in its desire to protect its personnel, properties and premises from theft, pilferage, robbery, arson, loss or damage and all other unlawful acts by third persons and/or any person therein, and to maintain peace and order within the premises at all times requires the services of reliable and competent security agency.

WHEREAS, the SECURITY AGENCY which is dully licensed as a security agency has offered its services to protect and safeguard the aforementioned properties from theft, pilferage, robbery, arson, loss or damage and all other unlawful acts by third persons and/or any person therein, and to maintain peace and order within the premises at all times;

NOW THEREFORE, for and in consideration of the premises and of the covenants and stipulations herein set forth, the parties hereto have agreed and do hereby agree, the one with the other, as follows:

- 1. The SECURITY AGENCY shall provide the CLIENT with three (3) Security Guards for Regional Office and for DILG-LU Provincial Office and to render guarding duties required by the CLIENT through a prepared Guarding Schedule. The three (3) Security Guards shall be licensed, UNIFORMED, bonded and with the following qualifications:
  - a. Filipino Citizen
  - b. Not less than 21 years old or more than 50 years old;
  - c. Good moral character;
  - d. Passed neuro-psychiatric test;
- 2. The SECURITY AGENCY shall provide firearms, ammunitions and other support equipment to the guard/s assigned to the CLIENT;



- 3. Administration and operations of the security guard shall conform to the implementing rules and regulations of RA 5487 otherwise known as the "SECURITY AGENCY LAW", rules and regulations of the CLIENT and other applicable government rules and regulations;
- 4. It is expressly understood and agreed that all employees and staff of the SECURITY AGENCY are not in any way connected with the CLIENT and there exist NO EMPLOYER-EMPLOYEE RELATIONSHIP between the CLIENT and the SECURITY AGENCY;
- 5. The SECURITY AGENCY further binds itself to protect the CLIENT from any suit or liability resulting from claims of any nature, whether of injuries, damage or death that may be suffered by the guards in their line of duty; the SECURITY AGENCY shall at all times stand solely liable and/ or responsible for said eventualities and shall hold the CLIENT free from all liabilities in respect thereto or arising therefrom;
- 6. To insure the guarding post is always manned during the required time, the SECURITY AGENCY shall maintain available relievers when the need arises in case of absences; but in case of a shortage of relievers, the SECURITY AGENCY shall have the option to extend the working hours of any guard or guards present at the premises to a maximum of four (4) hours only to cover the post of the absentee. Moreover, assigned guard shall not leave the office unless his responsibilities are properly turned over to the next guard or to the guard or to the head or to the head of the office of her duly authorized staff;
- 7. The SECURITY AGENCY shall assume full responsibility for any loss or damage due to theft, pilferage, robbery, arson and trespass which the CLIENT may suffer during the watch hour of the former's assigned security guards provided that it shall be established beyond reasonable doubt after due investigation, that said loss or damage was principally due to the negligence of the security guards of the SECURITY AGENCY and after it has also been established with the same degree of proof, that the property or article allegedly lost was present inside CLIENT'S EXEMPTION: The Agency does 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 is has been proven that the door or any part of the building has been forcibly opened and that loss is reported to the guard/SECURITY AGENCY immediately upon discovery;
  - Where loss or damage is not included in the inventory list of the CLIENT'S properties;
  - c. Where such loss was a result of any or all of the following; robbery in band, violence, war, insurrection or revolution, demonstration and/ or rallies;
  - d. Where the items reported lost were small and pocketable and where the CLIENT had not expressly required and authorized the searching of all personnel who enter and leave the establishment;
  - e. Where the loss or damage occurred or was discovered within twenty four (24) hours after departure of visitors of CLIENT whose personal vehicle and/or luggage of any kind were not authorized by client to be searched.



- 8. The CLIENT obliges itself to report in writing to the SECURITY AGENCY the occurrence of any compensable loss or damage to CLIENT'S properties within 24 hours after discovery; otherwise, it is considered waived;
- 9. The personal properties/effects of individual employees left by them anywhere inside the CLIENT'S premises are excluded from the coverage of this Agreement;
- 10. For and in consideration of the services to be performed by the SECURITY AGENCY under this Contract, the CLIENT shall pay unto the SECURITY AGENCY the amount of SEVEN HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED EIGHTY FIVE PESOS AND THIRTY SIX CENTAVOS ONLY (PHP728,685.36); which shall be subjected to adjustment in accordance to any Wage Order of the Regional Tripartite Wages and Productivity Board (RTWPB) may promulgate during the lifetime of the contract, that is from the effectivity to its expiration. Provided the CLIENT shall be duly notified hereof;

That overtime may be rendered and shall be upon request and approval of the DILG Region I which payment shall be made separately at the rate be computed in accordance by the NATIONAL AGENCY;

- 11. This Contract shall be valid be for a period of One (1) year, effective January 1, 2024 to December 31, 2024. Provided that both parties have the right to rescind or terminate this Contract in case the other party fails its obligations herein, upon written notice to the other party;
- 12. Any dispute arising from the Contract that cannot be resolved amicably between the parties, suit shall only be filed in court after exhaustion of all administrative remedies.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract at San Fernando City, La Union, Philippines.

JONATHAN PALL M. LEUSEN, JR., CESO III

Regional Director

DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT- REGION

CLYD KONSTANTIN P. MOSUELA

General Manager

RIDAM SECURITY AGENCY, CORP.

WITNESSES:

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ENGR. SHARWYN M. SANGEL, EnP.
CHIEF, FAD

Admin. loperations

**FUNDS AVAILABLE:** 

CHRISTINE JOY F. CASUGA

Accountant III

CN No. 2023-12-041

#### ACKNOWLEDGEMENT

PROVINCE OF LAUNON S.S.  SAN FERNANDO CLLY	
BEFORE ME, a Notary Public for and in, personally appeared	PROVINCE OF LAURION , this
JONATHAN PAUL M. LEUSEN, JR. CESO III	TIN:
CLYD KONSTANTIN P. MOSUELA	TIN:

Known to me as the same persons who executed the foregoing instrument and they further acknowledge to me that the same are their free act and voluntary deed as well as that of the entities they respectively represent herein.

This agreement consisting of four (4) pages including this page where this acknowledgement is written, signed officials and their instrumental witnesses on each and every page thereof, refers to as CONTRACT for the purpose herein set forth.

WITNESS MY OFFICIAL SEAL and SIGNATURE, on the date and place above-written.

POCNO. 22 PICKNO. 12 PROKNO. 10 PRIFER HP 2023 Notary Public for San Hernando City and in the Province of La Union ANC No. 113-2023 valid until December 31,2024 ROLL OF ATTORNEYS No. 84224

IBP Or. No. 263220; 01-03/2023 LA UNION CHAPTER PTR O.R. No. 7442524; 01-05-2023; Tubao, La Union MCLE Compliance No. VIII- S0001870 0927-308-9920 padillajemmilyn@gmail.com



# Republic of the Philippines DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT LOCAL GOVERNANCE REGIONAL RESOURCE CENTER 1 Regional Office I

Aguila Rd., Sevilla, San Fernando City, La Union www.region1.dilg.gov.ph

## **NOTICE OF AWARD**

December 27, 2023

MR. CLYD KONSTANTIN P. MOSUELA President/Gen. Manager RIDAM Security Services Corp. Diversion Road, Brgy. Panicsican, San Juan, La Union

## Dear Mr. Mosuela:

We are pleased to inform you that your quotation amounting to Seven Hundred Twenty Eight Thousand Six Hundred Eighty Five Pesos and Thirty Six Centavos Only (Php 728,685.36) for the Procurement of Security Guard Services for the period January 1, 2024 to December 31, 2024 from RIDAM Security Services, Corp. Diversion Road Brgy. Panicsican, San Juan, La Union has been determined to be the Single Calculated and Responsive Bid (SCRB).

You are hereby required to formally enter into contract with us upon receipt of this Notice.

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligation.

Very truly yours,

JONATHAN RAUL J. LEUSEN, JR., CESO III

Regional Director, VILG 1 and

Head of Procuring Entity

CONFORME:

MR. CLYD KONSTANTIN P. MOSUELA

President/Gen. Manager

RIDAM Security Services Corp.

Diversion Road, Brgy. Panicsican,

San Juan, La Union



Republic of the Philippines

## DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT **REGION 1**

Aguila Road, Sevilla, City of San Fernando, La Union

www.region1.dilg.gov.ph

BIDS AND AWARDS COMMITTEE **RESOLUTION NO. 2023-47** 

### DECLARING THE SINGLE CALCULATED AND RESPONSIVE BIDDER (SCRB) FOR THE PROCUREMENT OF SECURITY GUARD SERVICES **FOR CY 2024**

WHEREAS, as mandated under RA 9184 otherwise known as "Government Procurement Reform Act" and its Revised Implementing Rules and Regulations, the Bids and Awards Committee (BAC) of the DILG Regional Office 1 adheres to the principles of transparency and competitiveness governing this Act:

WHEREAS, the Procuring Entity intends to procure Security Services for CY 2024 under Negotiated Procurement - Small Value Procurement with an Approved Budget for the Contract (ABC) of Seven Hundred Fifty Thousand Pesos (Php750,000.00);

WHEREAS, the procurement was posted at PhilGEPS portal, DILG R1 website and conspicuous place on October 14, 2023;

WHEREAS, the BAC scheduled the opening of bids on October 23, 2023, 2:01 PM;

WHEREAS, three (3) Suppliers provided Requests for Quotation/ submitted intention to participate in the procurement activity, namely Ranniag Security Services Inc., Ridam Security Services Corp., and Librian's Security Agency;

WHEREAS, after thorough review and evaluation by the BAC assisted by the Technical Working Group, only Ridam Security Services Corp. submitted complete eligibility requirements and quotation;

WHEREAS, below is the result of the opening and evaluation of bids:

Eligibility Documents	Ranniag Security Services Inc.	Ridam Security Services Corp.	Librian's Security Agency
Valid Business/ Mayor's Permit	1	1	X
Latest Income/Business Tax Return/Tax Clearance Certificate	1	1	Х
PhilGeps Reg. Number	1	1	X
PADPAO	1	1	X
Proof of Paid Remittances (SSS, Philhealth, Pagibig)	1	1	X
Annex A	1	1	X
Annex B	X	1	X
BID Amount	Incomplete eligibility requirements	P 728,685.36	No eligibility requirements and RFQ submitted

NOW THEREFORE, WE, the BAC Members, RESOLVE, as it is hereby RESOLVED:

- To declare Ridam Security Services Corp. as the Single Calculated and Responsive Bidder (SCRB) with a quotation of Seven Hundred Twenty Eight Thousand Six Hundred Eighty Five Pesos and thirty six centavos (P728,685.36));
- To recommend to the HOPE the award of contract to the SCRB pending the approval of the 2024 GAA.

RESOLVED, to furnish the Finance and Administrative Division a copy of this Resolution for its reference and appropriate action.

ADOPTED: DJLG Regional Office 1 Conference Room, October 24, 2023 via Hybrid Conference.

Certified Correct:

ALETHEALA **EEDO** Head, BAC Secretariat

Attested by:

ATTY. CHESTER S. CAYABAS-DIWAS

**BAC Member** 

8 SETY ZORAYDA S. PEREZ End-User

RHODORA G. SORIANO

**RAC Member** 

NN Z. VICTORIO

DICTA M. BARNACHEA BAC Vice-Chairperson

PEDRO D. GONZALES BAC Chairperson

APPROVED / DISAPPROVED:

SEN, JR. CESO III JONATHAN PAUL M tor/ HOPE

"Matino, Mahusay at Maaasahan"

Tel. Nos. (072) 888 2108 • 888 2289 • 888 2294 • 888 3106 888 7695 • 607 1245 • 607 1531 • 607 4467 to 70