

PROCUREMENT CONTRACT

for

Security Services for the DepEd-CAR Regional Office

THIS AGREEMENT made in the 29 day of January 2020 between DEPARTMENT OF EDUCATION CORDILLERA ADMINISTRATIVE REGION, a duly constituted government agency of the Philippines (hereinafter called "the Entity") represented by **MAY B. ECLAR, Ph.D., CESO V**, Regional Director, of the one part and Sidekick Force Investigation and Security Services, Inc. with office address at 317L 2nd Flr. Luy Wing Bildg., Magsaysay Avenue, Baguio City a duly registered business in the Philippines (hereinafter called "the Supplier") represented by **RONALD C. BAHNI**, President/CEO, the authorized Representative, of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., "**Security Services for the DepEd-CAR Regional Office**" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED EIGHT PESOS AND 25/100 (Php1,180,808.25)** (hereinafter called "the Contract Price").

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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b. the Bidder's Security Plan;
 - c. the Schedule of Requirements;
 - d. the Technical Specifications;
 - e. the General Conditions of Contract;
 - f. the Special Conditions of Contract;
 - g. the Performance Security;
 - h. the Entity's Notice of Award and Notice to Proceed;
 - i. the provisions of DOLE Department Order No. 150-16 on labor standards which are in accordance with existing laws and jurisprudence;
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;


Witness


EDUARDO TOROS
Witness


RONALD C. BAHNI
Supplier


MAY B. ECLAR, Ph.D., CESO V
Regional Director


4. The Supplier also undertakes to comply with the following:
- a. Pay their security guards and other private security personnel the prescribed benefits under the Labor Code, as amended, and other existing laws;
 - b. Uphold the rights and provide all the benefits of security guards and other private security personnel under the Labor Code, as amended, and other existing laws, and that violation of which will render the supplier ineligible to participate in any bidding with the Principal;
 - c. Directly remit monthly the employers' share and employees' contribution to the Social Security System (SSS), Employees' Compensation Commission (ECC), Philippine Health Insurance Corporation (PhilHealth), and Home Development Mutual Fund (Pag-IBIG);
5. The Entity hereby covenants to pay the Supplier 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 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.


RONALD C. BAHNI
President/CEO
Sidekick Force Investigation and
Security Services, Inc.


MAY B. ECLAR, Ph.D., CESO V
Regional Director
DepEd – CAR

WITNESSES:


J. Demelo
Sidekick Force Investigation and
Security Services, Inc.


EDGARDO T. ALOS
DepEd-CAR

ACKNOWLEDGMENT

Republic of the Philippines)
LA TRINIDAD, BENGUET) Sc.

BEFORE ME a Notary Public for and in the LA TRINIDAD, BENGUET
this JAN 29 2020 day of January 2020 personally appeared the
following:

[Signature]
Witness

NAME	GOVERNMENT ID	DATE/PLACE OF ISSUE
MAY B. ECLAR	UMID CRN. 006-0079-9814	_____
RONALD C. BAHNI	<u>AOI 0097892</u>	<u>9/10/10 LA BENGUET</u>

[Signature]
EDGARDOT FALOS
Witness

And presented to me an integrally complete instrument, known to me personally together with their instrumental witnesses and representing to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary deed and that they presented to me at least one current identification document issued by an official agency bearing their names and signatures.

This instrument consisting of three (3) pages, including the one on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

[Signature]
RONALD C. BAHNI
Supplier

WITNESS MY HAND AND SEAL.

DOC. NO.: 297 :
PAGE NO.: 60/59 :
BOOK NO.: 116 :
SERIES OF: 2000

[Signature]

JEROME W. SELMO NOTARY PUBLIC
Notary Public Until December 31, 2020
PTR No. BGT6316540/01-03-20/Benguet
IBF No. 03139/01-03-20/Baguio-Benguet
TIN190-230-117/Roll No. 43052/05-06-98
MCLÉ Compliance No. VI-0002666/06-20-17
JC 1/2 Pico Rd., Km. 5, La Trinidad, Benguet

[Signature]
MAY B. ECLAR, Ph.D., CESO V
Regional Director