CONTRACT FOR SECURITY SERVICES

(August 27, 2024 to August 28, 2025)

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into the City of Zamboanga, Philippines, by and between:

WESTERN MINDANAO STATE UNIVERSITY, a state educational institution of higher learning, duiy organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Normal Road, Baliwasan, Zamboanga City, Philippines, herein represented by its President, DR. MA. CARLA A. OCHOTORENA, of legal age, Filipino, married and with residence at Zamboanga City, hereinafter referred to as the "UNIVERSITY";

- and -

PICHEL'S SECURITY AND DETECTIVE AGENCY, INC., a business entity duly organized and authorized to operate under and by virtue of the laws of the Republic of the Philippines, with address at Estrada Street, Tetuan, Zamboanga City, Philippines, herein represented by LUIS L. PICHEL by virtue of Board Resolution No. 08-001-24, hereinafter referred to as the "AGENCY".

WITNESSETH, That:

WHEREAS, the UNIVERSITY is desirous to engage the services of at least seventy (70) security guards through a private security agency under a one (1) year contract for the purpose of protecting its properties against theft, pilferage, robbery, trespass, fire and other destructive acts or causes, as well as maintain peace and order in and around its premises;

WHEREAS, the UNIVERSITY has undertaken a regular public bidding process in accordance with the provisions of the Republic Act 9184 and the rules and regulations promulgated thereunder, for the procurement of security services with an Approved Budget for the Centract (ABC) in the sum of SIXTEEN MILLIGN NINE HUNDRED FIFTY-FOUR THOUSAND EIGHT SIX AND NINETY-SIX CENTAVOS (Php16,954,088.96) Only;

WHEREAS, after observance of the rules and regulations under R.A. 9184, the AGENCY has tendered an offer to provide the services of seventy (70) security guards for a total bid amount of SIXTEEN MILLION NINE HUNDRED FIFTY-FGUR THOUSAND EIGHT SIX AND NINETY-SIX CENTAVOS (Php16,954,086.98) for a period of one (1) year, and said offer had been determined to be the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, upon the recommendation of UNIVERSITY's Bids and Awards Committee per BAC Resolution 199-2024A dated June 11, 2024 and with the confirmation of the WMSU Board of Regents under BOR Resolution No. 70 series 2024 dated June 27, 2024 (copy of both resolutions are hereto attached as Annexes "A" and "B" respectively), the UNIVERSITY, has awarded the procurement of seventy (70) security guards to the AGENCY under a one (1) year contract;

NOW THERFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein set forth, the parties, one with the other, do hereby agree as follows;

- 1. The **AGENCY** shall provide the **UNIVERSITY** with seventy (70) security guards solely from the **AGENCY**, and to be deployed in coordination with the University Director for Security Services;
- 2. The **AGENCY** shall provide 24-hour security services in three (3) shifts of eight (8) hours per shift in and around the University's premises for seven (7) days a week including Sundays and holidays during the period of this contract:
- The AGENCY shall protect and safeguard the personnel, properties and installation of the UNIVERSITY, as well as maintain peace and order in and around the said premises;
- The AGENCY may be called to provide VIP security to key officers of the UNIVERSITY including extension of protection coverage to its guests and visitors;
- 5. The security guards to be assigned and/or posted by the AGENCY to the UNIVERSITY shall be uniformed and duly licensed as private security guards in accordance with the applicable and pertinent laws, rules and regulation, and shall be provided by the AGENCY with the appropriate tools and equipment necessary and desirable in the performance of their functions, such as sufficient number of licensed firearms and ammunitions appropriate to the place of assignment, handheld radios, and other equipment like nightsticks, flashlights, first aid kit, whistle, metal detectors at ingress points and bomb reflectors at vehicle entrance gates;
- 6. The AGENCY shall install an additional 8-Channels CCTV surveillance cameras appropriate to the peculiar needs of the University at areas to be determined by the University, including the provision of the required cable network, the required computer systems and accessories; and shall allow authorized UNIVERSITY officials to access and use for any legal purpose electronic recordings made by this equipment;
- 7. To ensure that guarding posts are manned during the time required, the AGENCY shall maintain and make available guard relievers and/or replacements when the needs arise, such as, in case of absences. However, in the event of a shortage of relievers, the AGENCY shall have the option to extend the working hours of any guard at the premises to cover the post of the absentee. Provided, however, that overtime premium due to any guard who renders overtime work by reason of shortage of relievers shall be paid by the AGENCY;
- 8. There shall be no employer/employee relationship between the UNIVERSITY and the guards whom the AGENCY may assign to perform the services called for hereunder. On the other hand, the AGENCY hereby acknowledges that no authority has been conferred upon it by the UNIVERSITY to hire any person on behalf of the UNIVERSITY other than that for the purpose for which they are intended, the security guards whom the AGENCY may assign to perform the services called for are not in any way or manner connected with or

related to the **UNIVERSITY**, and whatever instruction that may be given by the **UNIVERSITY** directly to the **AGENCY's** security guards shall be construed simply as a desire by the **UNIVERSITY** to insure efficient service results;

- 9. It is expressly understood and agreed between the parties hereto that the persons whom the AGENCY may assign to perform services called for are and shall remain the employees of the AGENCY only. As such, the AGENCY hereby warrants to fully comply with the provisions of the labor laws, as well as with all other applicable laws, rules and regulations;
- 10. The AGENCY shall retain and exercise the sole exclusive and absolute right as employer to select, rotate, reassign, suspend, lay-off, terminate and impose disciplinary actions over the individual watchman/security guards assigned by it to UNIVERSITY, Provided, that in selection of security guards to be assigned to the client, the AGENCY shall insure that they are of good moral character, with the requisite clearances from the proper authorities, industrious and physically and mentally fit. It is understood that the AGENCY shall have the prerogative to select, engage, and discharge of its employees or agents and otherwise direct and control their services, and the determination of wages, salaries and compensation of its employees which shall be in accordance with the New Labor Code, shall be within its sole and full control. Furthermore, the administration, discipline and supervisien of the security guards to be assigned by the AGENCY under this Agreement shall be vested with and be the sole responsibility of the AGENCY as an employer;
- 11. In order, however, to insure and encourage efficient and dedicated service on the part of the guards, the gross amount due to each Security Guard shall not be lesser than Php 16,191.73 per month, inclusive of the applicable 13th month pay, 5 days ILP, cest of iiving allowance, night time differential, uniform allowance and retirement premium in accordance with the detailed Cost Distribution Per Month submitted by the AGENCY in the Bid it has tendered. Provided further, that the monthly take home rate per guard shall not be less than the minimum wage rate per Detailed Cost Distribution per month submitted by the AGENCY;
- 12. It is expressly agreed that the AGENCY shall not pull out any of its security guards without the proper notification and consent of the UNIVERSITY through the Director of the University Security Services with whom the AGENCY shall closely coordinate for all the purposes of this contract;
- 13. The AGENCY shall provide the UNIVERSITY, on top of the services of seventy (70) security guards, and for its sole account, with the services of one (1) security officer or supervisor for the whole duration of this contract who shall be responsible for all guards on detail at any given time. Provided, that when the circumstances so warrants, the AGENCY shall make available the services of at least two (2) officers or personnel, who are Licensed Criminologist, with investigative skills, capacity or experience, who shall prompt investigations of cases of theft, losses, damage to property or violence to persons within the University campus. Provided, further, that an Investigation Report in each such case shall be submitted by the AGENCY to the UNIVERSITY's President through

the **D**irector of the University Security Services not later than seven (7) days from the termination thereof;

- 14. The AGENCY shail assume full responsibilities for any loss due to theft, pilferage, robbery, trespass, fire and other destructive acts which the UNIVERSITY may suffer during the watch hours of the former's assigned security guards provided that it was established with reasonable certainty that the property or articles allegedly lost were physically present inside the UNIVERSITY's secured establishment just before the loss except when damage or loss occurred was due to force majeure or to fortuitous events or to any of the following conditions:
 - a.) Where the loss occurred inside a closed building, wherein under normal conditions the guard/s had no access except where it had been proved that the door or any part of the building had been forcibly opened and that said loss is reported to the guard immediately upon discovery;
 - b.) Where the property claimed to have been lost or damaged or kept in an open space or storage and where not turned over to the AGENCY or its authorized representative or security guard/s assigned for the physical and proper recording;
 - c.) Where the items reported were of small size and easily concealed and wherein the **UNIVERSITY** had not expressly required and authorized the searching of all personnel who enter and leave its establishment;
 - d.) Where the loss occurred or was discovered within twenty-four (24) hours after departing of a visitor of UNIVERSITY whose personal vehicle/s and/or luggage, if any, were not authorized/instructed by UNIVERSITY to be searched;
- 15. The UNIVERSITY obligates itself to report in writing to the AGENCY the occurrence of any compensable loss or damage to UNIVERSITY's properties within seventy-two (72) hours after the occurrence or discovery, otherwise, the UNIVERSITY shall be considered to have waived its right to proceed against the AGENCY to secure compensation for such loss or damage. The personal effects or properties of individual employees left by them anywhere inside the UNIVERSITY's premises are excluded from the coverage of this Agreement. UNIVERSITY shall not deduct, pending investigation of the AGENCY, any amount from the billing of the latter to the former for any compensable loss or damage. However, once the liability of the AGENCY is established, the UNIVERSITY may immediately bill the AGENCY, without prejudice to the UNIVERSITY's right to seize the surety bond mentioned in this agreement, until the loss and/or damage suffered by the UNIVERSITY shall have been fully compensated;
- 16. In the event of a mandatory wage increase prescribed in a new Wage Order, and/or legislated by Cengress, this Agreement shall be considered automatically modified insofar as the rate in the preceding paragraph is concerned to reflect the new wage rate to be borne by

UNIVERSITY, and the Agreement shall continue to remain in fuil force and effect;

- 17. The AGENCY shall furnish the UNIVERSITY with a Performance Bond in accordance with the provisions of R.A. 9184, and its implementing rules and regulations, said bond to be issued by a suitable and bona fide bonding company acceptable to the UNIVERSITY, which shall answer for any lawful claim which the UNIVERSITY may have against the AGENCY arising out of this Agreement;
- 18. That overtime pays at the rate provided by law shall be paid, upon the proper billing from the **AGENCY**, to the security guard assigned as close-in security for the University President in all cases where, due to the exigencies of the service, the said security guard is required or suffered to render services beyond eight (8) hours on any day.
- 19. The **UNIVERSITY** reserves the right to rescind, terminate or abrogate the agreement with the agency in any of the following instances:
 - a.) Gross and willful negligence on the part of the AGENCY resulting to material and financial losses to the UNIVERSITY;
 - b.) When the **AGENCY** has submitted a falsified license as well as other falsified documents and reports;
 - c.) When the AGENCY has been found to be engaged in activities that are dangerous to public safety and welfare or inimical to the national security;
 - d.) Notorious and incessant display or discourteous and rude manners by the AGENCY's security guards resulting into conflicts with UNIVERSITY's employees or guests in the UNIVERSITY's premises;
 - e.) When the **AGENCY's** security guards have been found to have substantially not fulfilled its part of the contract;
 - f.) When the **AGENCY** is found to be violating any of the provisions of Section 1 of the rules and regulations implementing Republic Act No. 5487, as amended by P.D. 1919; and
 - g.) When the AGENCY has failed to pay to its security guards the basic monthly pay or any of the monetary or other benefits stipulated in its submitted bid proposal, a copy of which is hereto attached and made an integral part hereof. Provided, that the UNIVERSITY reserves the right to require the submission of the monthly payrolls of the guards assigned to it or to investigate any and all allegations of violations of this condition.
- 20. This agreement shall be for a period of one (1) year effective August 27, 2024 to August 28, 2025, and shall be in full force and effect unless sooner terminated by either party. Provided that the UNIVERSITY shall have the right to reduce the number of Security Guards without terminating the contract in force, in accordance with any austerity measures which the National Government may implement or if finances and needs for security services warrants. This agreement shall be renewable for a similar period in accordance with the governing rules and regulations at the option of the UNIVERSITY.

IN WITNESS WHEREOF, we hereunto 2024 in the City of Zamboanga, Philipp	
WESTERN MINDANAO STATE UNIVERSITY	PICHEL'S SECURITY AND DETECTIVE AGENCY, INC.
DR. MA. CARLA A. OCHOTORENA President, WMSU	MR. LUIS L. PICHEL Pienel
Signed in the Preservation of the Asso Prof. Al-GHANLD. MOHAMMAD CHR. Secretary, WMSU & WMSU BOR	part-V
REPUBLIC OF THE PHILIPPINES CITY OF ZAMBOANGA) S.S. xx	
OCHOTORENA with WMSU Employee ID No. 4 and MR. LUIS L. PICHEL with ID No.	ne City of Zamboanga, Philippines, by appeared: DR. MA. CARLA A. 10040 issued at Zamboanga City, issued at Zamboanga City, their competent evidence of which to be the same persons who k (6) pages including this page or
WITNESS MY HAND AND SEAL at the	olace and date above written.
Doc. No.: 389 Page No. 98 Book No.: 18 Series of 2024	NOTARY PUBLIC ATTY, CHRISZINY IN FERNANDEZ Notary Publiction Zalmboanga City Notarial Commission No. 2023-247 Until New Jobers 13, 2025 PTR No. 9062925; 1-3-24 Rol No. 77054 MCLE No. Exempted IBP No. 396795-1-4-2024



Republic of the Philippines WESTERN MINDANAO STATE UNIVERSITY BIDS AND AWARDS COMMITTEE for GOODS

Normal Road, Baliwasan, Zamboanga City Telefax.: 062-992-3024 www.wmsu.edu.ph

RESOLUTION for GOODS 199-2024A RECOMMEND TO THE HOPE THE RENEWAL OF SECURITY SERVICE OF PICHEL'S SECURITY SERVICES WITH PR NO. 24-04-211

WHEREAS, Security service is essential, indispensable and necessary for the operation of the University as to not disrupt of to ensure the protection of the employees and clients and to safe guard the assets and properties of the University.

WHEREAS, the Administrative Division, as the end-user, have undertaken a cost benefit analysis showing the comparative advantage of renewal of the contract to **PICHEL'S SECURITY SERVICES** over the conduct of another procurement, the result of which are hereto attached as part of this resolution;

WHEREAS, this procurement has been certified by the Budget Office with available funds amounting to SIXTEEN MILLION NINE HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED SIXTY-TWO AND 56/100 PESOS (Php.16,954,162.56) for the renewal of security services for the duration of one year from August 27, 2024 – August 28, 2025.

WHEREAS, GPPB resolution 06-2022 in paragraph 5 states, Item 3.3 of the Department of Budget and Management (DBM) National Budget Circular (NBC) No. 5701 defines Regular and Recurring Services as services that are essential, indispensable, or necessary to support the operations of the Procuring Entity (PE) or for the enhancement of the welfare of its personnel, such as: (i) janitorial and security services; (ii) telecommunication requirements; (iii) provision for water; and (iv) rental of office space and equipment; the Bids and Awards Committee under Section 12(j) of R.A. 9184 may recommend to the head of the procuring entity the use of Alternative modes of procurement as provided by law;

WHEREAS, the same guidelines that the renewal of recurring services may be undertaken if the original contract was awarded in accordance with RA 9184 and its Implementing Rules and Regulations.

WHEREFORE, the BIDS AND AWARDS COMMITTEE hereby resolves as it is hereby resolved to recommend to the Head of the Procuring Entity (HOPE) the renewal of contract of PICHEL'S SECURITY SERVICES for the duration of one year from August 27, 2024 – August 2S, 2025 with the approved ABC of SIXTEEN MILLION NINE HUNDRED FIFTY-FOUR THOUSAND EIGHTY-SIX AND 96/100 PESOS (PhP.16,954,086.96).

RESOLVED on this **11th** day of **June 2024**, City of Zamboanga, Philippines.

ABIGAIL TRENE B MARQUEZ

Member

CAROLINA E. TEJERO

Member

ROSALIE T. ARCILLAS

Member

MA. TERESITA J. RODRIG

Member

JOSELITO D. MADROÑAL, DPA

BAC Chairperson for Goods

Page 2 of 2



Department



Republic of the Philippines WESTERN MINDANAO STATE UNIVERSITY

Normal Road, Baliwasan, Zamboanga City

ADMINISTRATION

WMSU-PO-FR-001.00 Effectivity: Jan. 02, 2024

Date

24-04-211

4/29/2024

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PR No

Section	ADMINISTRATION SAI No		Date	
Item No Ur	it Item Name	Qty	Unit Cost	Amount
1 lo	PROVISION OF SECURITY SERVICES FOR WMSU MAIN CAMPUS Night Shift: 13 guards x 21,237.15 rate/guard x 12 months = 3,313,050.00 Day Shift: 37 guards x 19,818.69 rate/guard x 12 months = 8,799.498.36 Campus Day Shift Mid-Shift Night Shift Total (6 am-2 pm) (2 pm-10 pm) (10 pm-6 am) Main Campus 11 11 10 32 San Ramon 2 3 3 8 La Paz (Note: 8: 00 A.M. to 5: 00 P.M.) 10 Total 50 Terms of Reference: The winning bidder/agency shall: 1. Provide Fifty (50) Security Guards, who are duly licensed as private security guards, to the university, consisting of Male -43 an Female 7 (1 female guard to be assigned at San Ramon Campus and 2 female guards must be a Muslim) 2. Secure and safeguard the personnel and properties of WMSU including security service for VIP's when necessary. 3. Maintain peace & order within the premise of the University. Provide 24-hours Security Services in three (3) shifts of eight (8) hours per shift within 24 hours. Security agency shall provide daily supervision including Sundays and Holidays. 4. The guards assigned in WMSU must not serve double duty or posting with other clients of the agency or with other security agencies. 5. Employ at least two (2) Licensed Criminologist with investigative skills, capacity or experience who shall conduct prompt investigation in case of theft, losses, damages to properties or violence to persons within the University Campus. 6. Provide licensed shotguns with ammunition not lower than the minimum of shotguns in the following areas to serve: Main Campus: 4 San Ramon Campus: 3 La Paz: 10 7. Provide appropriate uniform of the guards assigned in WMSU L Paz Experimental Forest. 8. Should provide documents for the following test per guards: a. Neuro Psychological Test b. Drug Test c. Police/NBI Clearance d. Updated License certificate as private security guard. 5. Shall comply with all Labor standard benefits.		2,112,548.36	12,112,548.36
Purpose /			Total	12,112,548.36
Remarks			Fund	
	REVIEWED BY /	FUNDS /	VAILABLE	
Signature Printed Name Designation Date		UZETTE	G. DUCANE T OFFICER III	S
Data	APPROVED BY			
Signature Printed Name Designation Date	MA. CARLA A. OCHOTORENA,R.N UNIVERSITY PRESIDENT	.,Ph.D.		





WMSU-PO-FR-001.00

Effectivity: Jan. 02, 2024

A Man en a	PURCHASE REQU	JE3 I			
Department	ADMINISTRATION	PR No	24-04-211	Date	4/29/2024
Section	ADMINISTRATION	SAI No		Date	
Item No Uni		s (per shift) rveillance ca campus a acher Educa	ation) shift) with	Unit Cost	Amount
Purpose / Remarks				Total Fund	12,112,548.3
Signature Printed Name Designation Date	MARK ANTHONY V. ALMEDA UNIVERSITY PROCUREMENT OFFICER		SUZETTE	AVAILABLE G. DUCAN T OFFICER I	ES
Signature Printed Name Designation Date	MA. CARLA A OC	DVED BY HOTORENA TY PRESIDE			





Republic of the Philippines WESTERN MINDANAO STATE UNIVERSITY Normal Road, Baliwasan, Zamboanga City

WMSU-PO-FR-001.00

Effectivity: Jan. 02, 2024

PURCHASE REQUEST

	FORCITASE REGUEST			
Department	ADMINISTRATION PR № 24	-04-211	Date	4/29/2024
Section	ADMINISTRATION SAI No		Date	
Item No Uni	Item Name	Qty	Unit Cost	Amount
<u>o</u> lot	PROVISION OF SECURITY SERVICES FOR WMSU EXTERNAL STUDIES UNIT (ESU) Night Shift: 5 guards x 21,237.50 rate/guard x 12 months = 1,274,250.00 Day Shift: 15 guards x 19,818.69 rate/guard x 12 months = 3,567,364.20 Terms of Reference: The winning bidder/agency shall: 1. Provide 20 Male Security Guards, who are duly licensed as private security guards, to the university who will be deployed at the following campus: Campus Day Shift Mid-Shift Night Shift Total (6 am-2 pm) (2 pm-10 pm) (10 pm-6 am) Alicia 1 1 2 Diplahan 1 1 1 3 Imelda 1 1 3 Imelda 1 1 3 Imelda 1 1 1 3 Mabuhay 1 1 1 3 Mabuhay 1 1 1 2 Siay 1 1 2 Total 2 Siay 1 1 2 2 Tungawan 1 1 2 Siay 1 1 2 Total 2 Secure and safeguard the personnel and properties of WMSU-ESU including security service for VIP's when necessary. 3. Maintain peace and order within the premise of the University. Provide 24-hours Security Services in three (3) shifts of eight (8) hours per shift within 24 hours. Security agency shall provide daily supervision including Sundays and Holidays. 4. The guards assigned in WMSU-ESU must not serve double dut or posting with other clients of the agency or with other security agencies. 5. Employ at least two (1) Licensed Criminologist with investigative skills, capacity or experience who shall conduct prompt investigation in case of theft, losses, damages to properties or	ie Y	4,841,614.20	4,841,614.20
Purpose / Remarks Signature Printed Name Designation Date Signature	violence to persons within the University Campus. 6. Provide 12 licensed short firearms with ammunition to be deployed to the following areas to serve: ALICIA, DIPLAHAN, IMELDA, IPIL, MABUHAY, NAGA, OLUTANGA, PAGADIAN, SIA TUNGAWAN and MOLAVE. 7. Provide the uniforms of the guards, at least two (2) sets for the guards assigned in WMSU-ESU Campus. 8. Shall comply with all Labor standard benefits. 9. Provide 12 licensed short firearms with ammunition to be	FUNDS A	VAILABLE G. DUCANE OFFICER III	16,954,162.5 S
Printed Name Designation Date	MA. CARLA A. OCHOTORENA,R.N UNIVERSITY PRESIDENT	.,Ph.D.		





WMSU-PO-FR-001.00

Effectivity: Jan. 02, 2024

Causina	PURCHASE REQ	UES I	1			
Department	ADMINISTRATION	PR No	24-04-2	11 Da	te 4/29/	2024
Section	ADMINISTRATION	SAI No		Dat	te	
Section Unit	Item Name deployed to the following areas to serve: ALICIA IMELDA, IPIL, MABUHAY, NAGA, OLUTANGA TUNGAWAN and MOLAVE. 10. Provide 12 licensed short firearms with amm deployed to the following areas to serve: ALICIA IMELDA, IPIL, MABUHAY, NAGA, OLUTANGA TUNGAWAN and MOLAVE. 11. Provide the uniforms of the guards, at least guards assigned in WMSU-ESU Campus.8 12. Shall comply with all Labor standard benefit PROVISIONS: 1. One (1) handheld metal detector (per shift) por 2. One (1) mirror to check vehicle under chassist campus. 3. Twelve (12) licensed shorts firearms. One (1) 4. Two (2) units Handheld for the Guard and the coordinator for each campus. 5. Other equipment like nightstick, flashlight, first (per guard) and rain coat.	A, DIPLAHAN, PAGADIAN nunition to be A, DIPLAHAN, PAGADIAN two (2) sets f s. er campus. s (per shift) p	N, I, SIAY, I, SIAY, I, SIAY, I or the er mpus.			nount
Purpose /				Total	16,95	4,162.5
Remarks				Fund		
	REVIEWED BY		FUN	DS AVAILAB	LE	
Signature Printed Name Designation Date	MARK ANTHONY V. ALMEDA UNIVERSITY PROCUREMENT OFFICER	ROVED BY	SUZE	TE G. DUC	ANES	
Signature Printed Name Designation Date	MA. CARLA A. O	./).		



PURCHASE REQUEST

WMSU-PO-FR-001.00

ANAO STATE UNIVERSITY Effectivity: Jan. 02, 2024 sliwasan, Zamboanga City

-	DANGA SIL	PURCHASE REQUE	31				
Department		ADMINISTRATION	PR No	24-04	-211	Date	4/29/2024
Section	on	ADMINISTRATION	SAI No			Date	
Item No	Unit	Item Name			Qty	Unit Cost	Amount
	lot	PROVISION OF SECURITY SERVICES FOR WMS CAMPUS Night Shift: 13 guards x 21,237.15 rate/guard x 12 months = 3,3 Day Shift: 37 guards x 19,818.69 rate/guard x 12 months = 8,7 Campus Day Shift Mid-Shift Night S (6 am-2 pm) (2 pm-10 pm) (10 pm-6 Main Campus 11 11 10 San Ramon 2 3 3 La Paz (Note: 8: 00 A.M. to 5: 00 P.M.	313,050.00 99.498.36 hift T 3 am) 3	0 5 fotal 82 8	1	2,112,548.36	12,112,548.36
		Terms of Reference: The winning bidder/agency shall. Provide Fifty (50) Security Guards, who are duly private security guards, to the university, consisting Female 7 (1 female guard to be assigned at San Rand 2 female guards must be a Muslim) 2. Secure and safeguard the personnel and proper including security service for VIP's when necessary 3. Maintain peace & order within the premise of the Provide 24-hours Security Services in three (3) shifthours per shift within 24 hours. Security agency shasupervision including Sundays and Holidays. 4. The guards assigned in WMSU must not serve of posting with other clients of the agency or with other agencies. 5. Employ at least two (2) Licensed Criminologist with skills, capacity or experience who shall conduct provincestigation in case of theft, losses, damages to posting vith other clients of the university Campus. 6. Provide licensed shotguns with ammunition not minimum of shotguns in the following areas to serv Main Campus: 4 San Ramon Campus: 3 La Paz: 10 7. Provide appropriate uniform of the guards assign Paz Experimental Forest. 8. Should provide documents for the following test a. Neuro Psychological Test b. Drug Test c. Police/NBI Clearance d. Updated License certificate as private security 5. Shall comply with all Labor standard benefits. PROVISIONS:	licensed of Male amon Carties of Wild amon Carties of Wild all provided double duer security with investion per the lower that we:	as -43 and mpus MSU ty. t (8) e daily ty or / tigative or n the			
Purpose /					7	Total	12,112,548.3
Remarks					F	und	
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Signature Printed N Designat Date	lame	MARK ANTHONY V. ALMEDA UNIVERSITY PROCUREMENT OFFICER APPROV	/ED BY	SUZ	ETTE	G. DUCANE OFFICER III	S .
Signature Printed N Designat Date	lame	MA. CARLA A. CH UNIVERSITY	OTOREN		h.D.		





WMSU-PO-FR-001.00 Effectivity: Jan. 02, 2024

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Department		ADMINISTRATION	PR No	24-04-2	11 Dat	e 4/29/2024
Secti	on	ADMINISTRATION	SAI No		Dat	e
tem No	Unlt	Item Name		C	ty Unit C	ost Amount
		1. Six (6) handheld metal detector (per shift) a. 1 unit at Gate 1 (Gym) b. 1 unit at Gate 3 (Main Gate) c. 1 unit at Gate 5 (Elem.) d. 1 unit at Gate 6 (High School/CSM) e. 1 unit at Gate 7 (Coliege of Medicine) f. 1 unit at San Ramon Campus 2. Four (4) mirrors to check vehicle under chass a. 2 units at Gate 1 (Gym) b. 1 unit at San Ramon Campus 3. Three (3) System (12 Channels) HD CCTV su (24/7) with monitor and DVD recorder (8 for Mair San Ramon Campus). Main Campus a. 1 channel at Gate 1 (Gym) b. 1 channel at Gate 2 (Near the College of Ted. c. 1 channel at Gate 3 (Main Gate) e. 1 channel Inside Gymnasium f. 1 channel Parking area Infront VPAA g. 1 channel Infront Admin. Bldg. h. 1 channel Main Gate b. 1 channel Main Gate b. 1 channel Main Gate b. 1 channel San Ramon Campus a. 1 channel San Ramon Campus a. 1 channel Ramin Gate b. 1 channel Parking area Infront VPAA g. 1 channel Main Gate b. 1 channel Main Gate c. 2 channels at the Back area Tissue Culture 4. Seventeen (17) licensed shotguns with ammu a. 4 units Main Campus b. 3 units San Ramon Campus c. 10 units La Paz Campus b. 4 units for San Ramon Campus c. 6 units for Main Campus b. 4 units for San Ramon Campus content, whistie, and rain coat (per guard).	rveillance can Campus an acher Educa	nd 4 for ation)		
Purpose / Remarks					Total Fund	12,112,548.3
		REVIEWED BY		FIINT	S AVAILABI	l F
Signature Printed N Designat Date	lame	MARK ANTHONY V. ALMEDA UNIVERSITY PROCUREMENT OFFICER		SUZET	^	ANES
		APPR	OVED BY			
Signature Printed N Designat Date	lame	MA. CARLA A. QUE	HOTORENA SITY PRESIDE),	





WMSU-PO-FR-001.00

Effectivity: Jan. 02, 2024

Departm	nent		ADMINISTR	ATION		PR No	24-0	4-211	Date	4/29/2024
Section			ADMINISTR	ATION		SAI No			Date	
Item No	Unit		<u>, , , , , , , , , , , , , , , , , , , </u>	Item Name				Qty	Unit Cost	Amount
	lot	STUDIES UN Night Shift: 5 guards x 21 Day Shift: 15 guards x 11 Terms of Ref 1. Provide 20 private secur following cam Campus Alicia Diplahan Imelda Ipii Mabuhay Naga Olutanga Pagadian Siay Tungawan Molave Total 2. Secure an WMSU-ESU 3. Maintain p Provide 24-h hours per sh supervision i 4. The guard or posting wi agencies. 5. Employ at skills, capaci investigation violence to p 6. Provide 12 deployed to IMELDA, IPI TUNGAWAN 7. Provide th guards assig 8 Shali com	IT (ESU) 1,237.50 rate/g 19,818.69 rate ference: The v Male Security ity guards, to inpus: Day Shift (6 am-2 pm) 1 1 1 1 d safeguard the including securate and ordinate and ordinate and ordinate and ordinate and ordinate and ordinate and in the other client as assigned in the other client as assigned in the other client as assigned in the other client and MOLAV and MOLAV and MOLAV and MOLAV and MOLAV and in WMSU polv with all La	y SERVICES For and x 12 months of the university when the personnel are unity services for the university and Holida WMSU-ESU may and Holida WMSU-ESU may and Holida WMSU-ESU may and the university and the university of the agency who shall control the university of th	ths = 1,27 nths = 3,56 agency share duly light will be Night Sh (10 pm-6 1 1 1 1 1 1 1 1 1 1 1 1 1	4,250.00 67,364.2 all: censed deploye ift T am) 2 3 1 1 3 1 1 2 ies of eig is of eig il provio	as ed at the otaí cotaí ssary. ersity. ht (8) le daily urity stigative s or en,N, SIAY, for the		4,841,614.2	4,841,614.20
Purpose /		<u> </u>							Total	16,954,162.5
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MA. CARLA A SCHOTORENA, R.N., Ph.D. UNIVERSITY PRESIDENT

Signature Printed Name Designation Date





WMSU-PO-FR-001.00

Effectivity: Jan. 02, 2024

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Department		ADMINISTRATION	PR No	24-04-2	11	Date	4/29/2024
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tem No	Unit	Item Name		(ty Uni	t Cost	Amount
		deployed to the following areas to serve: ALICIA, I IMELDA, IPIL, MABUHAY, NAGA, OLUTANGA, P TUNGAWAN and MOLAVE. 10. Provide 12 licensed short firearms with ammur deployed to the following areas to serve: ALICIA, I IMELDA, IPIL, MABUHAY, NAGA, OLUTANGA, P TUNGAWAN and MOLAVE. 11. Provide the uniforms of the guards, at least two guards assigned in WMSU-ESU Campus.8 12. Shall comply with all Labor standard benefits.	AGADIAN nition to be DIPLAHAN AGADIAN	, SIAY, I, , SIAY,			
		PROVISIONS: 1. One (1) handheld metal detector (per shift) per of 2. One (1) mirror to check vehicle under chassis (processed shorts firearms. One (1) fir 4. Two (2) units Handheid for the Guard and the Vocordinator for each campus. 5. Other equipment like nightstick, flashlight, first a (per guard) and rain coat.	oer shift) po earms/can VMSU-ESU	npus. J			
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Effectivity: Jan. 02, 2024

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Departmen	nt	ADMINISTRATION	PR No	24-04-211	Date	4/29/2024
Section		ADMINISTRATION	SAI No		Date	
tem No	Unit	Item Name		Qty	Unit Cost	Amount
	lot	PROVISION OF SECURITY SERVICES FOR WM. CAMPUS Night Shift: 13 guards x 21,237.15 rate/guard x 12 months = 3,3 Day Shift: 37 guards x 19,818.69 rate/guard x 12 months =8,7 Campus Day Shift Mid-Shift Night S (6 am-2 pm) (2 pm-10 pm) (10 pm-6)	313,050.0 799.498.36 Shift T 6 am)	o Sotal	2,112,548.36	12,112,548.36
		Main Campus 11 11 10 San Ramon 2 3 3 La Paz (Note: 8: 00 A.M. to 5: 00 P.M. Total		8 10		
		Terms of Reference: The winning bidder/agency shall provide Fifty (50) Security Guards, who are duly private security guards, to the university, consisting Female 7 (1 female guard to be assigned at San R and 2 female guards must be a Muslim) 2. Secure and safeguard the personnel and proper including security service for VIP's when necessary 3. Maintain peace & order within the premise of the Provide 24-hours Security Services in three (3) shi hours per shift within 24 hours. Security agency sh supervision including Sundays and Holidays. 4. The guards assigned in WMSU must not serve oposting with other clients of the agency or with other agencies. 5. Employ at least two (2) Licensed Criminologist with skills, capacity or experience who shall conduct prinvestigation in case of theft, losses, damages to pinvestigation in case of theft,	r licensed g of Maie lamon Carties of W y. e Universifts of eighall provide double duer security with investoroperties lower that we:	-43 and mpus MSU ty. t (8) e daily ty or / tigative or n the		
Purpose / Remarks					Total Fund	12,112,548.3
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		APPRO	VED BY			
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Department



Republic of the Philippines WESTERN MINDANAO STATE UNIVERSITY Normal Road, Baliwasan, Zamboanga City

WMSU-PO-FR-001.00

Effectivity: Jan. 02, 2024

PURCHASE R	EQUEST			
ADMINISTRATION	PR No	24-04-211	Date	4/29/2024

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Section	1	ADMINISTRATION	SAI No			Date	
tem No	Unit	Item Name			Qty U	Init Cost	Amount
		1. Six (6) handheld metal detector (per shift) a. 1 unit at Gate 1 (Gym) b. 1 unit at Gate 3 (Main Gate) c. 1 unit at Gate 5 (Elem.) d. 1 unit at Gate 6 (High School/CSM) e. 1 unit at Gate 7 (College of Medicine) f. 1 unit at San Ramon Campus 2. Four (4) mirrors to check vehicle under chass a. 2 units at Gate 1 (Gym) b. 1 unit at Gate 7 (College of Medicine) c. 1 unit at San Ramon Campus 3. Three (3) System (12 Channels) HD CCTV su (24/T) with monitor and DVD recorder (8 for Mair San Ramon Campus). Main Campus a. 1 channel at Gate 1 (Gym) b. 1 channel at Gate 2 (Near the College of Te d. 1 channel at Gate 3 (Main Gate) e. 1 channel Inside Gymnasium f. 1 channel Parking area Infront VPAA g. 1 channel Infront Admin. Bldg. h. 1 channel Main Gate b. 1 channel Main Gate b. 1 channel Main Gate b. 1 channel Bean's Office at Admin Bldg. c. 2 channels at the Back area Tissue Culture 4. Seventeen (17) licensed shotguns with ammu a. 4 units Main Campus b. 3 units San Ramon Campus c. 10 units La Paz Campus 5. Ten (10) handheld radios (per shift) should be WMSU frequency (UHF) a. 6 units for Main Campus b. 4 units for San Ramon Campus 6. Other equipment like nightstick, flashlight, firs content, whistle, and rain coat (per guard).	e compatible	ameras and 4 for ation)			
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Departme	nt		ADMINISTR			PR No	24-04	4-211	Date	4/29/2024
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2	lot	STUDIES UNight Shift: 5 guards x 2 Day Shift: 15 guards x 2 Terms of Re 1. Provide 2 private secutollowing catcampus Alicia Diplahan Imelda Ipil Mabuhay Naga Olutanga Pagadian Siay Tungawan Molave Total 2. Secure at WMSU-ESt 3. Maintain Provide 24- hours per s supervision 4. The guar or posting to agencies. 5. Employ a skills, capa investigation violence to 6. Provide deployed to IMELDA, if TUNGAWA 7. Provide guards ass 8. Shall con	INIT (ESU) 21,237.50 rate/g 19,818.69 rate eference: The v 20 Male Securit urity guards, to impus: Day Shift (6 am-2 pm) 1 1 1 1 1 1 1 1 1 cond safeguard t U including security chift within 24 ho including Sund rds assigned in with other client at least two (1) city or experier on in case of the persons within 12 licensel sho to the following: CIL, MABUHAY AN and MOLAV the uniforms of signed in WMSI moly with all La	guard x 12 monor of your and x 12 monor of your and x 12 monor of your and	onths = 1,2 onths = 3,5 agency slare duly who will b Night S (10 pm-6 1 1 1 1 1 1 1 1 1 1 1 Campus inologist onduct pr hages to p Campus amun ALICIA, F TANGA, F least two sepenefits.	74,250.00 567,364.20 nall: licensed are deployed hift To 3 am) 2 3 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2	essary. essary	1	4,841,614.20	4,841,614.20
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Signature Printed Nar Designation Date				MA. CARLA	A A. OCH			h.D.		





WMSU-PO-FR-001.00 Effectivity: Jan. 02, 2024

Departr	nent	ADMINISTRATION	P R No	24-04-	211	Date	4/29/2024
Section	on	ADMINISTRATION	SAI No			Date	
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		deployed to the following areas to serve: ALICIA IMELDA, IPIL, MABUHAY, NAGA, OLUTANGA, TUNGAWAN and MOLAVE. 10. Provide 12 licensed short firearms with amm deployed to the following areas to serve: ALICIA IMELDA, IPIL, MABUHAY, NAGA, OLUTANGA, TUNGAWAN and MOLAVE. 11. Provide the uniforms of the guards, at least to guards assigned in WMSU-ESU Campus.8 12. Shall comply with all Labor standard benefits PROVISIONS:	PAGADIAN unition to be to DIPLAHAN PAGADIAN wo (2) sets f	i, SIAY, i, i, SIAY,			
		1. One (1) handheld metal detector (per shift) per 2. One (1) mirror to check vehicle under chassis campus. 3. Twelve (12) licensed shorts firearms. One (1) 4. Two (2) units Handheld for the Guard and the coordinator for each campus. 5. Other equipment like nightstick, flashlight, first (per guard) and rain coat.	(per shift) p firearms/car WMSU-ESU	mpus. J			
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Effectivity: Jan. 02, 2024

Departn	nent	ADMINISTRATION	PR No	24-04-211	Date	29/04/2024
Section	n	ADMINISTRATION	SAI No		Date	
Item No	Unit	Item Name		Qty	Unit Cost	Amount
	lot	PROVISION OF SECURITY SERVICES FOR WM CAMPUS Night Shift: 13 guards x 21,237.15 rate/guard x 12 months = 3 Day Shift: 37 guards x 19,818.69 rate/guard x 12 months = 8, Campus Day Shift Mid-Shift Night S	,313,050. 799.498.3		2,112,548.36	12,112,548.36
		(6 am-2 pm) (2 pm-10 pm) (10 pm Main Campus 11 11 10 San Ramon 2 3 3 La Paz (Note: 8: 00 A.M. to 5: 00 P.I	-6 am) 3	2 8 10		
		Total	50			
		Terms of Reference: The winning bidder/agency si 1. Provide Fifty (50) Security Guards, who are duly private security guards, to the university, consisting Female 7 (1 female guard to be assigned at San F and 2 female guards must be a Muslim) 2. Secure and safeguard the personnel and prope including security service for VIP's when necessar 3. Maintain peace & order within the premise of the Provide 24-hours Security Services in three (3) shi hours per shift within 24 hours. Security agency sh supervision including Sundays and Holidays. 4. The guards assigned in WMSU must not serve posting with other clients of the agency or with oth agencies. 5. Employ at least two (2) Licensed Criminologist will skills, capacity or experience who shall conduct pr in case of theft, losses, damages to properties or a persons within the University Campus. 6. Provide licensed shotguns with ammunition not minimum of shotguns in the following areas to ser Main Campus: 4 San Ramon Campus: 3 La Paz: 10 7. Provide appropriate uniform of the guards assign	Ilicensed of Male amon Caller of Willy. The Universifts of eighted double duer security with investompt inversiolence to lower than we:	43 and mpus MSU ty. t (8) e daily ty or igative stigation	gen Mindana	n State Main
		Paz Experimental Forest. 8. Should provide documents for the following test a. Neuro Psychological Test			Zamboa	nga City DS <mark>COM</mark> IMIT
-		 b. Drug Test c. Police/NBI Clearance d. Updated License certificate as private security 5. Shall comply with all Labor standard benefits. PROVISIONS: 	guard.		e ved by: 3. Time:	2 SLF 202 4:10
		1. Six (6) handheld metal detector (per shift)				
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WMSU-PO-FR-001.00

Effectivity: Jan. 02, 2024

Department	ADMINISTRATION	PR No	24-0	4-211	Date	29/04/2024
Section	ADMINISTRATION	SAI No			Date	
Item No Unit	Item Name			Qty	Unit Cost	Amount
	a. 1 unit at Gate 1 (Gym) b. 1 unit at Gate 3 (Main Gate) c. 1 unit at Gate 5 (Elem.) d. 1 unit at Gate 6 (High School/CSM) e. 1 unit at San Ramon Campus 2. Four (4) mirrors to check vehicle under chass a. 2 units at Gate 1 (Gym) b. 1 unit at San Ramon Campus 3. Three (3) System (12 Channels) HD CCTV su (24/7) with monitor and DVD recorder (8 for Main San Ramon Campus). Main Campus a. 1 channel at Gate 1 (Gym) b. 1 channel at Gate 3 (Main Gate) e. 1 channel at Gate 3 (Main Gate) e. 1 channel Inside Gymnasium f. 1 channel Parking area Infront VPAA g. 1 channel Infront Admin. Bidg. h. 1 channel Main Gate b. 1 channel Main Gate b. 1 channel Security Services Office San Ramon Campus a. 1 channel Main Gate b. 1 channel Security Services Office San Ramon Campus b. 3 units San Ramon Campus c. 2 channeis at the Back area Tissue Culture 4. Seventeen (17) licensed shotguns with ammu a. 4 units Main Campus b. 3 units San Ramon Campus c. 10 units La Paz Campus 5. Ten (10) handheld radios (per shift) should be WMSU frequency (UHF) a. 6 units for Main Campus b. 4 units for San Ramon Campus 6. Other equipment like nightstick, flashlight, firs content, whistle, and rain coat (per guard).	Bldg. initions (per s	shift)	Viester	Mindanao S amboana D AWARDS	tate University
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	lot		237.50 rate/ 2,818.69 rate/ 2,818.69 rate/ 2,818.69 rate/ 2,818.69 rate/ 2,818.69 rate/ 2,9 Shift (6 am-2 pm) 1 1 1 1 1 safeguard tincluding security within 24 hocluding Sundars are and ord urs Security within 24 hocluding Sundars in the University of the University of the University and MOLAV uniforms of ed in WMSU	dguard x 12 me/guard x 12 me/guard x 12 me/guard x 12 minning bidded by Guards, withe university Mid-Shift (2 pm-10 p 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	months = 1,2 months = 3,4 er/agency sh no are duly l y who will be Night SI m) (10 pm-4 1 1 1 1 1 1 1 2 and proper for VIP's wh premise of three (3) shi y agency shi idays. I must not so icy or with o minologist w conduct pro perties or v ith ammunit e: ALICIA, E JTANGA, PA at least two us.	int To 3 am) 2 and 1 and 2 and 2 and 3 and 1 and 2 an	sary. stal sary. stal dat the daily de duty rity stigative stigation	BIO	Clem Minden Zambo. S AND AWA ived by: & Time:	4,841,614.20 Application of the compact of the com
		9. Provide 12 deployed to the	e foilowing a	areas to serve	e: ALICIA, D	IPLAHAN	l,	•		
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CONTRACT FOR SECURITY SERVICES

(August 01, 2023 to August 1, 2024)

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into the City of Zamboanga, Philippines, by and between:

WESTERN MINDANAO STATE UNIVERSITY, a state educational institution of higher learning, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Normal Road, Baliwasan, Zamboanga City, Philippines, herein represented by its President, DR. MA. CARLA A. OCHOTORENA, of legal age, Filipino, married and with residence at Zamboanga City, hereinafter referred to as the "UNIVERSITY":

and -

PICHEL'S SECURITY AND DETECTIVE AGENCY, INC., a business entity duly organized and authorized to operate under and by virtue of the laws of the Republic of the Philippines, with address at Estrade Street, Tetuan, Zamboanga City, Philippines, herein represented by its President, SALVADOR S. PICHEL, hereinafter referred to as the AGENCY.

WITNESSETH, That:

WHEREAS, the UNIVERSITY is desirous to engage the services of at least seventy (70) security guards through a private security agency under a one (1) year contract for the purpose of protecting its properties against theft, pilferage, robbery, trespass, fire and other destructive acts or causes, as well as maintain peace and order in and around its premises;

WHEREAS, the UNIVERSITY has undertaken a regular public bidding process in accordance with the provisions of the Republic Act 9184 and the rules and regulations promulgated thereunder, for the procurement of security services with an Approved Budget for the Contract (ABC) in the sum of FIFTEEN MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-TWO AND SEVENITY-TWO CENTAVOS (Php. 15,588,582.72) Only;

WHEREAS, after observance of the rules and regulations under R.A. 9184, the AGENCY has tendered an offer to provide the services of seventy (70) security guards for a total bid amount of FIFTEEN MILLION FIVE HUNDRED EIGHTY-EIGHT THOIJSAND FIVE HUNDRED EIGHTY-TWO AND SEVENTY-TWO CENTAVOS (Php. 15,588,582.72) for a period of one (1) year, and said offer had been determined to be the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, upon the recommendation of UNIVERSITY's Bids and Awards Committee per BAC Resolution 130-2023 dated May 29, 2023 and with the confirmation of the WMSU Board of Regents under BOR Resolution No. 78 series 2023 clated July 25, 2023 (copy of both resolutions are hereto attached as Annexes "A" and "B" respectively), the UNIVERSITY, has awarded the procurement of seventy (70) security guards to the WERSITY under a one (1) year contract;

NOW THERFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations herein set forth, the parties, one with the other, do hereby agree as follows;

- 1. The **AGENCY** shall provide the **UNIVERSITY** with seventy (70) security guards solely from the **AGENCY**, and to be deployed in coordination with the University Director for Security Services;
- 2. The **AGENCY** shall provide 24-hour security services in three (3) shifts of eight (8) hours per shift in and around the University's premises for seven (7) days a week including Sundays and holidays during the period of this contract:
- 3. The AGENCY shall protect and safeguard the personnel, properties and installation of the UNIVERSITY, as well as maintain peace and order in and around the said premises;
- 4. The **AGENCY** may be called to provide VIP security to key officers of the **UNIVERSITY** including extension of protection coverage to its guests and visitors;
- 5. The security guards to be assigned and/or posted by the AGENCY to the UNIVERSITY shall be uniformed and duly licensed as private security guards in accordance with the applicable and pertinent laws, rules and regulation, and shall be provided by the AGENCY with the appropriate tools and equipment necessary and desirable in the performance of their functions, such as sufficient number of licensed firearms and ammunitions appropriate to the place of assignment, handheld radios, and other equipment like nightsticks, flashlights, first aid kit, whistle, metal detectors at ingress points and bomb reflectors at vehicle entrance gates;
- 6. The AGENCY shall install an additional 8-Channels CCTV surveillance cameras appropriate to the peculiar needs of the University at areas to be determined by the University, including the provision of the required cable network, the required computer systems and accessories; and shall allow authorized UNIVERSITY officials to access and use for any legal purpose electronic recordings made by this equipment;
- 7. To ensure that guarding posts are manned during the time required, the AGENCY shall maintain and make available guard relievers and/or replacements when the needs arise, such as, in case of absences. However, in the event of a shortage of relievers, the AGENCY shall have the option to extend the working hours of any guard at the premises to cover the post of the absentee. Provided, however, that overtime premium due to any guard who renders overtime work by reason of shortage of relievers shall be paid by the AGENCY;
- 8. There shall be no employer/employee relationship between the UNIVERSITY and the guards whom the AGENCY may assign to perform the services called for hereunder. On the other hand, the AGENCY hereby acknowledges that no authority has been conferred upon it by the UNIVERSITY to hire any person on behalf of the UNIVERSITY other than that for the purpose for which they are intended, the security guards whom the AGENCY may assign to perform the services called for are not in any way or manner connected with or

related to the UNIVERSITY, and whatever instruction that may be given by the UNIVERSITY directly to the AGENCY's security guards shall be construed simply as a desire by the UNIVERSITY to insure efficient service results;

- 9. It is expressly understood and agreed between the parties hereto that the persons whom the AGENCY may assign to perform services called for are and shall remain the employees of the AGENCY only. As such, the AGENCY hereby warrants to fully comply with the provisions of the labor laws, as well as with all other applicable laws, rules and regulations;
- 10. The AGENCY shall retain and exercise the sole exclusive and absolute right as employer to select, rotate, reassign, suspend, lay-off, terminate and impose disciplinary actions over the individual watchman/security guards assigned by it to UNIVERSITY, Provided, that in selection of security guards to be assigned to the client, the AGENCY shall insure that they are of good moral character, with the requisite clearances from the proper authorities, industrious and physically and mentally fit. It is understood that the AGENCY shall have the prerogative to select, engage, and discharge of its employees or agents and otherwise direct and control their services, and the determination of wages, salaries and compensation of its employees which shall be in accordance with the New Labor Code, shall be within its sole and full control. Furthermore, the administration, discipline and supervision of the security guards to be assigned by the AGENCY under this Agreement shall be vested with and be the sole responsibility of the AGENCY as an employer;
- 11. In order, however, to insure and encourage efficient and dedicated service on the part of the guards, the gress amount due to each Security Guard shall not be lesser than Php 14,516.00 per month, inclusive of the applicable 13th month pay, 5 days ILP, cost of living allowance, night time differential, uniform allowance and retirement premium in accordance with the detailed Cost Distribution Per Month submitted by the AGENCY in the Bid it has tendered. Provided further, that the monthly take home rate per guard shall not be less than the minimum wage rate per Detailed Cost Distribution per month submitted by the AGENCY;
- 12. It is expressly agreed that the AGENCY shall not pull out any of its security guards without the proper notification and consent of the UNIVERSITY through the Director of the University Security Services with whom the AGENCY shall closely coordinate for all the purposes of this contract;
- 13. The AGENCY shall provide the UNIVERSITY, on top of the services of seventy (70) security guards, and for its sole account, with the services of one (1) security officer or supervisor for the whole duration of this contract who shall be responsible for all guards on detail at any given time. Provided, that when the circumstances so warrants, the AGENCY shall make available the services of at least two (2) officers or personnel, who are Licensed Criminologist, with investigative skills, capacity or experience, who shall prompt investigations of cases of theft, losses, damage to property or violence to persons within the University campus. Provided, further, that an Investigation Report in each such case shall be submitted by the AGENCY to the UNIVERSITY's President through

the Director of the University Security Services not later than seven (7) days from the termination thereof;

- 14. The AGENCY shall assume full responsibilities for any loss due to theft, pilferage, robbery, trespass, fire and other destructive acts which the UNIVERSITY may suffer during the watch hours of the former's assigned security guards provided that it was established with reasonable certainty that the property or articles allegedly lost were physically present inside the UNIVERSITY's secured establishment just before the loss except when damage or loss occurred was due to force majeure or to fortuitous events or to any of the following conditions:
 - a.) Where the loss occurred inside a closed building, wherein under normal conditions the guard/s had no access except where it had been proved that the door or any part of the building had been forcibly opened and that said loss is reported to the guard immediately upon discovery;
 - b.) Where the property claimed to have been lost or damaged or kept in an open space or storage and where not turned over to the **AGENCY** or its authorized representative or security guard/s assigned for the physical and proper recording;
 - c.) Where the items reported were of small size and easily concealed and wherein the UNIVERSITY had not expressly required and authorized the searching of all personnel who enter and leave its establishment;
 - d.) Where the loss occurred or was discovered within twenty-four (24) hours after departing of a visitor of UNIVERSITY whose personal vehicle/s and/or luggage, if any, were not authorized/instructed by UNIVERSITY to be searched;
 - 15. The UNIVERSITY obligates itself to report in writing to the AGENCY the occurrence of any compensable loss or damage to UNIVERSITY's properties within seventy-two (72) hours after the occurrence or discovery, otherwise, the UNIVERSITY shall be considered to have waived its right to proceed against the AGENCY to secure compensation for such loss or damage. The personal effects or properties of individual employees left by them anywhere inside the UNIVERSITY's premises are excluded from the coverage of this Agreement. UNIVERSITY shall not deduct, pending investigation of the AGENCY, any amount from the billing of the latter to the former for any compensable loss or damage. However, once the liability of the AGENCY is established, the UNIVERSITY may immediately bill the AGENCY, without prejudice to the UNIVERSITY's right to seize the surety bond mentioned in this agreement, until the loss and/or damage suffered by the UNIVERSITY shall have been fully compensated;
 - 16. In the event of a mandatory wage increase prescribed in a new Wage Order, and/or legislated by Congress, this Agreement shall be considered automatically modified insofar as the rate in the preceding paragraph is concerned to reflect the new wage rate to be borne by

UNIVERSITY, and the Agreement shall continue to remain in full force and effect:

- 17. The AGENCY shall furnish the UNIVERSITY with a Performance Bond in accordance with the provisions of R.A. 9184, and its implementing rules and regulations, said bond to be issued by a suitable and bona fide bonding company acceptable to the UNIVERSITY, which shall answer for any lawful claim which the UNIVERSITY may have against the AGENCY arising out of this Agreement;
- 18. That overtime pay at the rate provided by law shall be paid, upon the proper billing from the **AGENCY**, to the security guard assigned as close-in security for the University President in all cases where, due to the exigencies of the service, the said security guard is required or suffered to render services beyond eight (8) hours on any day.
- 19. The UNIVERSITY reserves the right to rescind, terminate or abrogate the agreement with the agency in any of the following instances:
 - a.) Gross and wiliful negligence on the part of the AGENCY resulting to material and financial losses to the UNIVERSITY;
 - b.) When the AGENCY has submitted a falsified license as well as other falsified documents and reports;
 - c.) When the AGENCY has been found to be engaged in activities that are dangerous to public safety and welfare or inimical to the national security;
 - d.) Notorious and incessant display or discourteous and rude manners by the AGENCY's security guards resulting into conflicts with UNIVERSITY's employees or guests in the UNIVERSITY's premises;
 - e.) When the AGENCY's security guards has been found to have substantially not fulfilled its part of the contract;
 - f.) When the **AGENCY** is found to be violating any of the provisions of Section 1 of the rules and regulations implementing Republic Act No. 5487, as amended by P.D. 1919; and
 - g.) When the AGENCY has failed to pay to its security guards the basic monthly pay or any of the monetary or other benefits stipulated in its submitted bid proposal, a copy of which is hereto attached and made an integral part hereof. Provided, that the UNIVERSITY reserves the right to require the submission of the monthly payrolls of the guards assigned to it or to investigate any and all allegations of violations of this condition.
- 20. This agreement shall be for a period of one (1) year effective August 1, 2023 to August 1, 2024, and shall be in full force and effect unless sooner terminated by either party. Provided that the UNIVERSITY shall have the right to reduce the number of Security Guards without terminating the contract in force, in accordance with any austerity measures which the National Government may implement or if finances and needs for security services warrants. This agreement shall be renewable for a similar period in accordance with the governing rules and regulations at the option of the UNIVERSITY.

WESTERN MINDANAO STATE UNIVERSIT	PICHEL'S SECURITY AND DETECTIVE AGENCY, INC.
DR. MA. CARLA A. OCHOTORENA University President	MR. SALVADOR S. PICHEL President
Signed in the Pre	esence of:
	Dawfit
ASSO PREF ALGHANI D. MCHAMMAD Secretary, WMSU & WMSU BOR	CHRISTIAINNE DAWN R. SICAT, CPA OIC-University Accountant
REPUBLIC OF THE PHILIPPINES CITY OF ZAMBOANGA) S.S.	
ACKNOWLED	DGMENT
on this day of 2023, person this day of 2023, person of the control of the	issued at Zamboanga ibited their competent evidence of known to be the same persons who of six (6) pages including this page on
WITNESS MY HAND AND SEAL at	the place and date above written.
	NOTARY PUBLIC
Doc. No.: <u>O\\</u> Page No. <u>O\4</u> Book No.: <u>43</u> Series of 2023	Notarry Public for Zamboanga City Rivero Medialle Law Office Notarial Conunition Mn. 050/2022: 06.30.22 - 06z. 31. 2023 ROIL NO. 278090; 03.09.23 PIR NO. 7278090; 03.09.23 PIR NO. 7278096; 12.28.22; 2.C. MCLE Compliance No. VII-0024825; 12-15-22; Pasity City Valid until April 14, 2025
	Page 6 of 6

IN WITNESS WHEREOF, we hereunto set our hands this ____ day of ___ 2023 in the City of Zamboanga, Philippines.

LABOR AND WAGES RELATED RIGHTS

		701:577 40
		G. MINIMUM CONTRACT RATE PER GUARD (E+F)
		F. VAT (12%) of D
412.95	386.82	E. BASIC WRITER (179)
20,047.02	19,340.84	D. Adella C. Adella C. D.
20 647 62	3,443.77	D ACENCY'S ADMINISTRATIVE OVERHEAD MARGIN (20%)
3,441.27	3 773 47	C TOTAL AMOUNT PAYABLE TO GUARD AND GOV'T (A+B)
17,206.35	16,117.36	
		4. Pag-lbig Contribution per KA 96/9 (276 of basic Working Salar)
317.53	296.17	3. State insurance Fund
10.00	10.00	2. Phil. Health (2.25% of basic wonuny saidly as et in little caret en control of the control of the caret en control of the caret en care
260.95	260.95	- 1
1,092.50	1,092.50	B. EMPLOYER'S CONTRIBUTION TO GOV 1. IN FAVOR OF GOARD
	all proceedings of	
		TOTAL AMOUNT DUE TO GUARD
15,876.36	14,808.73	6. Retirement Benefits per RA /651 (AURX22.3/12)
714.38	714.38	5. Service Incentive Leave Pay (AUKX5/12)
158.75	158.75	ā, Night Shift Differential Pay
1,067.63		3. 13th Month Pay (ADR x No. of Days/12/12)
965.73	965.73	2. ADR x 396.5/12
12,588.88	12,588.88	1. Applicable Dally Rate (ADR)
381.00	381.00	A AIMI MINI PAIR IS A START
NIGHT SHIFT	DAY SHIFT	



Republic of the Philippines WESTERN MINDANAO STATE UNIVERSITY Office of the University and Board Secretary Normal Road, Baliwasan, Zamboanga City 7000 Tel. No. (062) 993-5857 Fax No. (062) 955-3065



EXCERPTS FROM THE MINUTES OF THE 204TH REGULAR BOARD MEETING (2ND QUARTER REGULAR BOARD MEETING, C.Y. 2024) OF THE WESTERN MINDANAO STATE UNIVERSITY BOARD OF REGENTS HELD AT THE COLLEGE OF HOME ECONOMICS FUNCTION ROOM, WESTERN MINDANAO STATE UNIVERSITY, NORMAL ROAD, BALIWASAN, ZAMBOANGA CITY, ON JUNE 27, 2024, 10:00A.M.

RESOLUTION NO. 70 Series of 2024

A RESOLUTION APPROVING THE PROPOSED RENEWAL OF CONTRACT FOR PICHEL'S SECURITY SERVICES

WHEREAS, Western Mindanao State University (WMSU) requires reliable security services to ensure the safety and security of its students, faculty, staff, and facilities;

WHEREAS, Pichel's Security Services has been providing satisfactory security services to the University under the existing contract that is due for renewal;

WHEREAS, the performance of Pichel's Security Services has been reviewed and assessed as consistently meeting the security needs and expectations of the University;

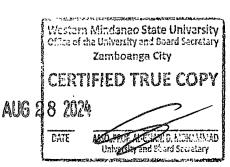
WHEREAS, it is in the best interest of the University to continue the partnership with Pichel's Security Services to maintain a secure environment within the University premises;

WHEREAS, the terms and conditions of the renewed contract have been reviewed by the Office of the University Legal Officer and found to be favorable and in accordance with the requirements of the University;

WHEREAS, the Board of Regents has deliberated the "Proposed Renewal of Contract for Pichel's Security Services" as discussed in "Financia/Fiscal Matters" of the Agenda Folder with Attachments found in "Annex P" as part and parcel of this resolution;

NOW, THEREFORE, upon motion of Regent Martin A. Wee and duly seconded by Regent Inocente P. Locson, BE IT RESOLVED AS IT IS HEREBY RESOLVED, that the Board of Regents of Western Mindanao State University hereby approves the renewal of the contract with Pichel's Security Services for an additional term, under the terms and conditions agreed upon;

Resolution No. 70, Series of 2024 2nd Quarter Regular Board Meeting June 27, 2024



RESOLVED FURTHER, that the University President, Dr. Ma. Carla A. Ochotorena, or his duly authorized representative, be authorized to sign and execute the renewed contract with Pichel's Security Services on behalf of the University;

RESOLVED FINALLY, that a copy of this resolution be furnished to the Pichel's Security Services, for their records and compliance.

This resolution shall take effect immediately upon its adoption.

Adopted this 27th day of June, 2024 in Zamboanga City, Philippines.

CERTIFICATION

I, the undersigned, hereby certify that the foregoing is a true and correct copy of the resolution duly adopted by the Board of Regents of Western Mindanao State University at a meeting held on June 27, 2024 at Zamboanga City, Philippines.

ASSO PROPAL CHANT D MOHAMMAD

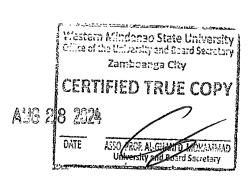
University and Board Secretary

Attested:

MA. CARLA A. OCHOTORENA, RN., Ph.D.

University President

Resolution No. 70, Series of 2024 2nd Quarter Regular Board Meeting June 27, 2024



RESOLVED FURTHER, that the University President, Dr. Ma. Carla A. Ochotorena, or his duly authorized representative, be authorized to sign and execute the renewed contract with Pichel's Security Services on behalf of the University;

RESOLVED FINALLY, that a copy of this resolution be furnished to the Pichel's Security Services, for their records and compliance.

This resolution shall take effect immediately upon its adoption.

Adopted this 27th day of June, 2024 in Zamboanga City, Philippines.

CERTIFICATION

I, the undersigned, hereby certify that the foregoing is a true and correct copy of the resolution duly adopted by the Board of Regents of Western Mindanao State University at a meeting held on June 27, 2024 at Zamboanga City, Philippines.

ASSO. PROF, AL-CHANED. MOHAMMAD

University and Board Secretary

Approved:

HON. RONAL

Commissioner, CHED Chairperson, WMSU-BOR

> A. OCHOTORENA HON. MA. CARLA

President, WMSU

Vice-Chairperson, WMSU-BOR

HON. ALAN PETER S. CAYETANO

Chairperson, Senate Committee on Technical and Vocational Education Member, WMSU-BOR

Represented by:

HON. SHEELA MARIE B. MANAOG

HON. MARK O. GO

Chairperson, House Committee on Higher and Technical Education Member, WMSU-BOR

Represented by:

HON. EMMYLOU B. YANGA

Resolution No. 70, Series of 2024 2nd Quarter Regular Board Meeting June 27, 2024

Western Mindanao State University Office of the University and Board Secretary Zamboanga City

CERTIFIED TRUE COPY

AJE 28 JZ4

DATE

ASSECTION ALCHENIO, MOHAMANAD University and Deard Secretary

HON. MARIA FELICIDAD R. GUERRERO

OIC-Regional Director, NEDA RO-IX

Member, WMSO, BOR

HON. INOCENTE P. LOCSON

Private Sector Representative Member, WMSU-BOR

HON. RONALDF. ABA-A

President, WMSU United General

Alumni Association, Inc. Member, WMSW-BOR HON. MARTIN A WEE

Regional Director, DOST/RO-IX

Member, WMSU-BOR

HON. ADRIAN E SEMORLAN

President, WMSU Faculty Union

Member, WMSU-BOR

HON. RYLLE DARRYLL T. ESTRELLA

President, University Student Council

Member, WMSU-BOR

Resolution No. 70, Series of 2024 2nd Quarter Regular Board Meeting June 27, 2024

Vestern Mindanao State University Office of the University and Board Secretary

Zemboenga City

CERTIFIED TRUE COPY

AUG 218 2024

ASSO, PROF. ALGUAND, MORANISAD University and Board Secretary



PICHEL SECURITY AGENCY, INC.

Estrada St., Tetuan, Zambo. City e-mail: pichels_agency@yahoo.com.ph Tel. No.: 991-7040, Fax: 991-7198 TIN #: 005-846-244

FOR: ITEM NO. 1 (LOT 1)- PROCUREMENT OF SECURITY SERVICES FOR MAIN CAMPUS

COST DISTRIBUTION BREAKDOWN

(Based on 8 hours work daily) Wage Order No. RIX-22 Effective: November 12, 2023

	Γ		Monda	y-Sunday	
		Day Shift	Mid Shift	Night Shift	Special Shift
		6am-2pm	2pm-10pm	10pm-6am	8am-5pm
	L	w/out NSDP	w/out NSDP	w/ NSDP (8 hrs.)	w/out NSDP
A.	AMOUNT PAYABLE TO GUARD:				
	1 Daily Wage Rate (DWR)	381.00	381.00	381.00	381.00
	2 Equivalent Monthly Rate (EMR x 396.5/12)	12,588.88	12,588.88	12,588.88	12,588.88
	3 13th Month Pay (DWR x365/12/12)	965.73	965.73	965.73	965.73
	4 Service Incentive Leave Pay (DW x 5/12)	158.75	158.75	158.75	158.75
	5 Night Shift Differential (DWx365/12x10%)	-		1,158.88	-
	6 Retirement Benefits per RA 7641 (DW x 22.5/12)	1 714.38	714.38	714.38	714.38
	Sub-Total	14,427.74	14,427.74	15,586.62	14,427.74
В.	EMPLOYER'S CONTRIBUTION TO GOV'T INFAVOR OF GU	ARD:			
	1 SSS Contribution (Eff. Jan. 2023-per RA1119)	1,187.50	1,187.50	1,187.50	1,187.50
	2 Philheaith (2.5% of Basic Monthly Salary)	314.72	314.72	314.72	314.72
	3 State Insurance Fund	10.00	10.00	10.00	10.00
	4 Pag-ibig Contribution per RA 9679(2%)	251.78	251.78	251.78	251.78
	Sub-Total	1,764.00	1,764.00	1,764.00	1,764.00
C.	TOTAL AMOUNT PAYABLE TO GUARD & GOV'T (A+B)	16,191.74	16,191.74	17,350.62	16,191.74
D.	AGENCY FEE (per RA1197)	3,238.35	3,238.35	3,470.12	3,238.35
E.	Value Added Tax -12% of D	388.60	388.60	416.41	388.60
F.	MINIMUM CONTRACT RATE PER MONTH PER GUARD:	19,818.69	19,818.69	21,237.15	19,818.69
	No. of Guards	12	13	13 .	10
G.	MINIMUM CONTRACT RATE PER SHIFT FOR 48 GRD5	2,853,891.36	3,091,715.64	3,312,995.40	2,378,242.80
Н.	TOTAL CONTRACT PRICE FOR 48 SECURITY GUARD	5 FOR 12 MOS.			11,636,845.20

Amount in words: Eleven Million Six Hundred Thirty 5ix Thousand Eight Hundred Forty Five Pesos & 20/100 Only.

MARGARET L. PADACA

Corporate Secretary (Authorized Representative)

March 18, 2024



PICHEL SECURITY AGENCY, INC.

Estrada St., Tetuan, Zambo. City e-mail: pichels_agency@yahoo.com.ph Tel. No.: 991-7040, Fax: 991-7198 TIN #: 005-846-244

FOR: ITEM NO. 2 (LOT 1) - PROCUREMENT OF SECURITY SERVICES FOR EXTERNAL STUDIES UNITS (ESU)

COST DISTRIBUTION BREAKDOWN

(Based on 8 hours work daily) Wage Order No. RIX-22 Effective: November 12, 2024

			Monday-Sunday	
		Day Shift	Mid Shift	Night Shift
		6am-2pm w/out NSDP	2pm-10pm w/out NSDP	10pm-6am w/ NSDP
	L	Wyode NSDI	Wyddt NSDI	W/ 143DF
A.	AMOUNT PAYABLE TO GUARD:			
	1 Daily Wage Rate (DWR)	381.00	381.00	381.00
	2 Equivalent Monthly Rate (EMR x 396.5/12)	12,588.88	12,588.88	12,588.88
	3 13th Month Pay (DWR x365/12/12)	965.73	965.73	965.73
	4 Service Incentive Leave Pay (DW x 5/12)	158.75	158.75	158.75
	5 Night Shift Differential (DWx365/12x10%)	-	-	1,158.88
	6 Retirement Benefits per RA 7641 (DW x 22.5/12)	714.38	714.38	714.38
	Sub-Total	14,427.74	14,427.74	15,586.62
В.	EMPLOYER'S CONTRIBUTION TO GOV'T INFAVOR OF GUARD:			
	1 SSS Contribution (Eff. Jan. 2023-per RA1119)	1,187.50	1,187.50	1,187.50
	2 Philhealth (2.5 % of Basic Monthly Salary)	314.72	314.72	314.72
	3 State insurance Fund	10.00	10.00	10.00
	4 Pag-ibig Contribution per RA 9679(2%)	251.78	251.78	251.78
	Sub-Total -	1,764.00	1,764.00	1,764.00
C.	TOTAL AMOUNT PAYABLE TO GUARD & GOV'T (A+B)	16,191.74	16,191.74	17,350.62
D.	AGENCY FEE -per RA 11917	3,238.35	3,238.35	3,470.12
٤.	Value Added Tax	388.60	388.60	416.41
F.	MINIMUM CONTRACT RATE PER MONTH PER GUARD:	19,818.69	19,818.69	21,237.15
	No. of Guards	7	10	5
G.	MINIMUM CONTRACT RATE PER SHIFT FOR 22 GRDS	1,664,769.96	2,378,242.80	1,274,229.00
H.	TOTAL CONTRACT PRICE FOR 22 SECURITY GUARDS FOR 12 MC	os.	S,317,241.76	

Amount in words: Five Million Three Hundred Seventeen Thousand Two Hundred Forty One Pesos & 76/100 Only.

BID AMOUNT:

 Item no. 1 (1 Lot) P
 11,636,845.20

 Item no. 2 (1 Lot) P
 5,317,241.76

 TOTAL BID AMOUNT: P
 16,954,086.96

Amount in Words: SIXTEEN MILLION NINE HUNDRED FIFTY FOUR THOUSAND EIGHTY SIX PESOS & 96/100 ONLY.

MARGARET L. PADACA Corporate Secretary (Authorized Representative) March 18, 2024

PROPOSED RENEWAL	OF SECURITY	SERVICES - PICHE	SECURITY SERVICES

UPDATED 2016 REVISED IMPLEMENTING RULES AND REGULATIONS OF REPUBLIC ACT NO. 9184

APPENDIX 23 GUIDELINES ON THE PROCUREMENT OF SECURITY AND JANITORIAL SERVICES

3. CONDITIONS

The renewal of contracts for Regular and Recurring Services shall comply with the following:

- 3.1 The renewal shall cover Procurement Projects that are regular and recurring. For this purpose, Regular and Recurring Services refer to those:
 - defined under Department of Budget and Management National Budget Circular No. 570, s. 2017 and other issuances457 that may be issued for the purpose, such as (i) janitorial services; (ii) security services; (iii) telecommunication requirements; (iv) supply of drinking water; and (v) rental of office space, venue, and equipment;
 - b. which by their nature are deemed essential, indispensable, or necessary to the day-to-day operations of the Procuring Entity (PE); or
 - c. procured repeatedly by the PE in the last three (3) years;
- 3.2 The original contract covering the Regular and Recurring Services was awarded in accordance with the Republic Act (RA) No. 9184 and its 2016 revised Implementing Rules and Regulations (iRR), and other associated issuances;

- 3.3 A Cost-Benefit Analysis (CBA) undertaken by the End-User to show the comparative advantage of renewal over the conduct of another procurement;
- 3.4 A performance evaluation conducted by the End-User showing Satisfactory performance by the service provider and submission of updated documentary requirements and performance security by the service provider;
- 3.5 The duration for each renewal contract shall not exceed one (1) year; however, the total combined period covering the original contract, renewal contract/s and contract extension/s, if applicable, shall not exceed three (3) years;
- 3.6 The service provider must not be a Blacklisted Entity at the time of the conduct of the performance evaluation until the signing of the renewal contract; and
- 3.7 Funds are available for the renewal of contracts in accordance with existing budgeting, accounting and auditing rules.

4. PROCEDURE

- 4.1 At any time after the mid-point of the contract duration, the End-User shall conduct a CBA to show the comparative advantage of renewal over the conduct of another procurement.
- 4.2 At the same time, the End-User shall evaluate the performance of the service provider for possible renewal of its contract based on the mandatory performance criteria provided below, which must be indicated in the procurement documents
- 4.3 The End-User may include up to three (3) additional criteria to the mandatory criteria, if deemed necessary. However, the minimum weight for the mandatory criteria, as stated below, shall be observed:

	Performance Criteria	Minimum Welght
I	Conformity to Technical Requirements	(20)
II	Timeliness in the Delivery of Services	(20)
ш	Behavior of Personnel (Courteous, Professional, and Knowledgeable)	(10)
IV	Response to Complaints	(5)
V	Compliance with set office policies for such services	(5)

4.4 The total weight for the performance rating must be equivalent to 100 points. The service provider must attain at least a "Satisfactory" rating of 80 points.

Weetern Mindlando Stalla Uriversity Agareny Security Services Evaluation F	m						FOR	ISO EVALUATION REQUIRING THE 8 DIMENSIONS	FOR CS
ECTION I - EMPLOYEE IDENTIFICATION									
orployee's Horne. Agency PICHEL SECT.	DTV ICE	CAPY.							
ECTION II - MSTRUCTIONS									
company the employee's po performance relative to result of the Performance Preservation controlled controlled to expressive Helpings is performance by coloring the appropriate box VIII. (2) May Department VIII. (2) The Department VIII. (3) The Department VIII. (4) The Department VIII. (5) The Department VIII. (5) The Department VIII. (5) The Department VIII. (5) The Department VIII. (6) The Department VIII. (6) The Department VIII. (7) The Department VIII. (7) The Department VIII. (7) The Department VIII. (8) The D									
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Communication and Perparamenana			nu l			15%		MANDATORY CRITERIA WITH MINIMUM WE	iGHTS
Response to Compaints The security personnel communicates charry and effectively, privides communicates charry and effectively, privides communicates charry and effectively.									
Assumed and responds to species, or gardens, and energy comply Assumed.	_			\Box		- T			Minimum
2. Conformity to Technical Requirements							1	Performance Criteria	
The stouchy agency possesses the recessary and statutory requestes to function and partons as a security services provides:	1						1	T GITGITH AND GITCOTH	Weight
Senios Commiment					. 2	27%			
Traditions in the Delivery of Services The security personnel report to duty in antiques areas on large.	-				-	-	1	Conformity to Technical Requirements	(20)
Reliably					1	K/%	-		
Complainte sals ser citica policies for such services				-			II	Timeliness in the Delivery of Services	(20)
The apounty agency contions to companied and principles and predicts, knowly		\vdash			1	5%	2.0		1/
5 Behavior of Personnel «Courteous, Professional, and Knowledgesthie)								Behavior of Personnel (Courteous, Professional, and	(10)
The security personnel achibit coursely, respect, and professional but actor "Costs				-		5%	III		(10)
E. Expenditure for cutsousced security services						×2		Knowledgeable)	
The contracted cost for socurity services is resecrable							-	Response to Complaints	(E)
Access to Facility 7 Location and confine of Guerd Houses	-			\vdash	1	576	IV	Meshouse to combiguits	(5)
The security personnel is provisioned with visible and secured businely und houses with anyth space for equipment.							V	Compliance with set office policies for such services	(5)
Outcome					1	10%		Soft provide that our since pencies for seek services	(-/
 Overall assessment of security services. The security personnel is perfectioned in the preservation and protection of lives, properly, and integrity of the institution. 							-		
Total	1 .								
		Tibr		S ASPUR	Personni?	-eres			
ECTION 8 - COMMENTS SUGGESTIONS						_			
Resourcem (shake check) WASU Student WASU P		11	WATSU F	acuty		_			
WAISU Security Personnel External	Seri								

6. CONTRACT AMENDMENT

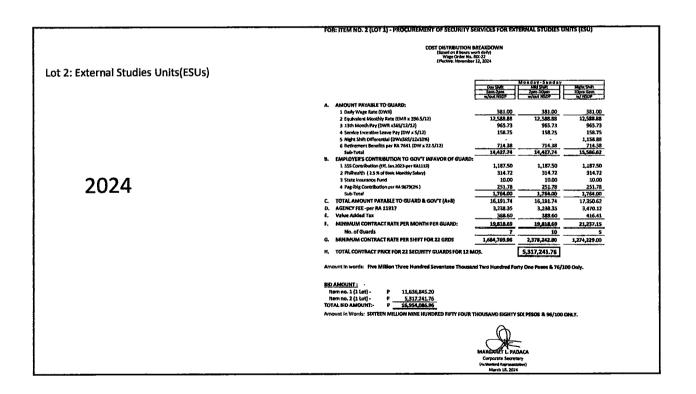
As a rule, the renewal of contract is undertaken to continue the Regular and Recurring Services for a specific period with the same terms and conditions of the existing contract. However, the PE may amend the terms and conditions in the following instances:

- 6.1 A price adjustment was prescribed by laws, rules and regulations, and other issuances, such as wage orders issued by the National Wages and Productivity Commission, promulgated after the bid opening, in accordance with Section 61.2 of the 2016 revised IRR of RA No. 9184 which shall be applied on a "no loss, no gain" basis, such that neither party gains nor loses anything from the resulting price adjustment; or
- 6.2 An increase or decrease in the quantity of items that were determined to be necessary by the End-User, subject to the following:
 - a. The unit prices for the increased or decreased items are the same as, or lower than, those in the existing contract; and
 - b. Any increase in the quantity of items shall not result in more than twenty-five percent (25%) increase in the amount of the original contract price and the updated contract price shall be within the threshold for the applicable alternative method of procurement.
- 6.3 Amendments to the contract price are subject to existing budgeting, accounting and auditing rules.

		(Bas	TRIBUTION BREAK ed on 8 hours work da /age Order No. RIX-21 fective: June 25, 2022	lly)		
Lot 1: Main Campus		•		Monday	-Sunday	
(inci. San Ramon and La Paz)		*	Day Shift	Mid Shift	Night Shift	Special Shift
(Incl. San Namon and La Faz)			Sam-Zpm w/out NSOP	2pm-10pm w/out NSOP	10pm-6am w/ NSDP (8 hrs.)	8am-Spm w/out NSDP
	Α.	AMOUNT PAYABLE TO GLIARD: 1 Daily Wage Rate (DWR)	351.00	351,00	351.00	351.0
		2 Equivalent Monthly Rate (EMRx396.5/12)	11.597.63	11,597.63	11,597.63	11,597.6
		3 13th Month Pay (OWR x365/12/12)	889.69	889.69	889.69	889.6
		4 Service Incentive Leave Pay (DW x 5/12)	146.25	146.25	146.25	146.2
		5 Night Shift Differential (DWx365/12x10%)		-	1,067.63	-
		6 Retirement Benefits per RA 7641 (DW×22.5/12)	658.13	658.13	658,13	658.1
2022		Sub-Total	13,291.70	13,291.70	14,359.33	13,291.7
2023	. в.	EMPLOYER'S CONTRIBUTION TO GOV'T INFAVOR OF GUA	IRD:			
		1 SSS Contribution (New SSS Contri at 9.5%-off. Jan 2023)	1,092.50	1,092.50	1,092.50	1,092.9
		2 Philhealth (2.25% of Basic Monthly Salary)	260.95	260.95	260.95	260.9
		3 State Insurance Fund	10.00	10.00	10.00	- 10,0
		4 Pag-iblg Contribution per #A9679(2%)	231.95	231.95	231.95	231.1 1,595.
		Sub-Total	1,595.40	1,595.40	15,954.73	14,887.
	C.	TOTAL AMOUNT PAYABLE TO GUARD & GOV'T (A+B)	14,887.10	14,887,10	3,190.94	2,977.
	D,		2,977.42	2,977.42 357.29	3,190.94	357.
	E.	Value Added Tax	357,29 18,221.81	18.221.81	19,528.58	18,221.
	F.	MINIMUM CONTRACT RATE PER MONTH PER GUARD:	12	13	13	
		No. of Guards	2.623,940.64	2.842.602.36	3,045,458.48	2,186,617.
	G.	MINIMUM CONTRACT RATE PER SHIFT POR 48 GRDS		2,012,002.00		10,699,618.6
	H.	TOTAL CONTRACT PRICE FOR 48 SECURITY GUARDS	FOR 12 MOS.			
	An	nount in words: Ten Million Six Hundred Ninety Nine	housand Six Hundri		MARGARET L. PADA Corporate Secretar April 10, 2023	

	(Based on E Wase O	DTION BREAKDOWN 8 hours work daily! Inder No. RIX-21 et Lime 25, 2027	•	
			Monday-Sunday	Night Shift
Lot 2: External Studies Units(ESUs)		Day Shift 6am-2pm	Mid Shift Zpm-10pm	10pm-6am
LOC Z. EXTERNIBI STUDIES OFFICE COST		W/out NSDP	w/out ASDP	w/ RSDP
	A. AMOUNT PAYABLE TO GUARD:	551.00	351.00	351.00
	1 Dally Wage Rate (DWR)		11,597,63	11,597,63
	2 Equivalent Monthly Rate (EMR x 396.5/12)	11,597.63	889.69	889.69
	3 13th Month Pay (DWR x365/12/12)	889,69	146.25	146.25
	4 Service Incentive Leave Pay (DW x 5/12)	146.25	140.23	1,067.63
	5 Night Shift Differential (DWAX365/12x10%)		658.13	658.13
	6 Retirement Benefits per RA 7641 (DW x 22.5/12)	658.13	13,291,70	14,359,33
	Sub-Total	13,291.70	13/291.10	24,30330
	B. EMPLOYER'S CONTRIBUTION TO GOV'T INFAVOR OF GUARD:		1.092.50	1,092,50
	1 555 Contribution (New 555 Contri. at 9.5% eff. Jan. 2023)	1,092.50	260.95	260.95
	2 Philhealth (2,25 % of Basic Monthly Salary)	260.95	10.00	10.00
2022	3 State Insurance Fund	10.00	231.95	281.95
2023	4 Pag-iblg Contribution per RA 9679(2%)	231.95	1,595.40	1,595.40
	Sub-Total	1,595.40		15,954.73
	C. TOTAL AMOUNT PAYABLE TO GUARD & GOV'T (A+B)	14,887.10	14,887.10	3,190,94
	D. AGENCY FEE-per RA 11917	2,977.42	2,977.42	
	E. VARUE ARRIVED TEX	357.29	357.29	382.91
	F. MINIMUM CONTRACT RATE PER MONTH PER GUARD:	18,221.81	18,221.81	19,528.58
	No. of Guards	7		5
	G. MINSMUM CONTRACT RATE PER SHIFT FOR 22 GROS	1,530,632.04	2,186,617.20	1,171,714.80
	H. TOTAL CONTRACT PRICE FOR 22 SECURITY GUARDS FOR 12 MQS		4,888,964.04	
	Amount in words: Four Million Eight Hundred Eighty Eight Thousand	Nine Hundred Shity Four Pesos	B 04/200 Only.	
	BID AMOUNT: Rem no. 1(1 Let) - P 10,699,618.68 Rem no. 2(1 Let) - P 4,888,964.04 TOTAL BID AMOUNT: 15,588,582.72 Amount in Words: HFTEEH MILLION FIVE HUNDRED EIGHTY EIGHT TO	HOUSAND FIVE HUNDREO EIGHT	Y TWO PESOS & 72/100 OF	YLY.
		A	MARGARET L PADACA Corporate Secretary	

	FOR: ITEM NO. 1 (LOT 1)- PROCUREMENT OF	SECURITY SERVI	CES FOR MAIN (AMPUS					
Lot 1: Main Campus	COST DISTRIBUTION BREAKDOWN (Based on B hours word claby) Wage Order Ho. RM-22 Effective: November 12, 2023								
(incl. San Ramon and La Paz)			Monda	y-Sunday					
,		Day Shift Sam-Zom	Mid Shift Zpm-10pes	Hight Shift 10pm-5em	Special Shift Earn-Spin				
		W/OLE MSDP	w/out MSDP	w/RSOF(8 brs.)	w/out NSDP				
	A. AMOUNT PAYABLE TO GUARD:								
	1 Daily Wage Rate (DWR)	381.00	381.00	381.00	381.00				
	2 Equivalent Monthly Rate (EMS x 396.5/12)	12,588.88	12,588.88	12,588.88	12,588.88				
	3 13th Month Pay (twin +365/12/37)	965.73	965.73	965.73	965.73				
	4 Service Incentive Leave Pay (DW x S/12)	158.75	158.75	158.75	158.75				
	5 Night Shift Differential (1994-265/12+199) 6 Retirement Benefits per RA 7641 (1994-22-5/12)	714.38	71430	1,158.88	714.70				
	6 Retirement Benefits per RA /643 (INV ± 22.5/12) Sub-Total	14,427.74	714.38 14,427.74	714.38	714,38 14,427.74				
2024	300-1046	20021.14		23,360.01	20,027.14				
2024	B. EMPLOYER'S CONTRIBUTION TO GOV'T INFAVOR OF GUARD:								
	1 SSS Contribution (EH. Inc. 2023-per RA1119)	1,187.50	1,187.50	1,187.50	1,187.50				
	2 Philhealth (2.5% of Basic Monthly Salary)	314.72	314.72	314.72	314.72				
	3 State Insurance Fund	10.00	10.00	10.00	10.00				
	4 Pag-ibig Contribution per BA 9679(2%) Sub-Total	251.78	251.78	251.78	251.78				
	C. TOTAL AMOUNT PAYABLE TO GUARD & GOVT (A+B)	1,764.00	16,191.74	1,764.00 17,350.62	1,764,00				
	D. AGENCY FEE (per RA197)	3,238.35	3,238.35	3,470.12	3,238.35				
	E. Value Added Tax -12% of D	388.60	388.60	416.41	388.60				
	F. MINIMUM CONTRACT RATE PER MORTH PER GUARD:	19,818.69	19,818.69	21,237.15	19,818.69				
	No. of Guards	12		13	10				
	G. MINEMUM CONTRACT RATE PER SHIFT FOR 48 GRDS	2,853,891.36	3,091,715.64	3,312,995.40	2,378,242.80				
	H. TOTAL CONTRACT PRICE FOR 48 SECURITY GUARS	DS FOR 12 MOS.			11,636,845.20				
	Amount in words: Eleven Million Six Hundred Thirty	Six Thousand Eig	ht Hundred Forty	Hve Pesos & 20/1	00 Only.				
	•		A						
			MARGARET L	 PADACA					
			Corporate Se						
			(Authorized Repri						
			March 18,						



TOTAL CONTRACT COST

2023 (EXISTING) \$15,588,582.72 2024 (RENEWAL) ₱16,954,086.96

hanges in Fees	2023	2024
Daily Wage	351.00	381.00
Equiv. Mo. Rate = (DW)(396.5)(1/12)	11,597.63	12,588.88
SSS (from 11,250.00-11,749.99) to (12,250.00-12,749.99)	1,092.50	1,187.50
PhilHealth (from 2.25% to 2.5%)	260.95	314.72
13th mo. Pay = (DWR)(365 days/yr)(1 yr/12 mos.)(13th mo./12 mos.)	889,69	965,73
Service Incentive Leave Pay (SIL) = (DWR)(5 days/yr)(1 yr/12 mos.)	146.25	158.75
Retirement Benefits = (DWR)(22.5 days/yr)(1 yr/12 mos.)	858.1 3	714.38
State Insurance Fund = 10/mo.	10.00	10,00
Paglbig (2% of Mo. Rate)	231.95	251.78
Day Shift, Mid Shift, and Special Shift Mo. Rate	14,887.09	16,191.73
Night Shift Differential (NSD) = (DWR)(365 days/yr)(1 yr/12 mos.)(10%)	1,067.63	1,158.88
Night Shift Mo. Rate	15,954,71	17,350.50

MAIN Day Shift (6AM-2PM) Mid S	Shift (2PM-10PM) Nig	ht Shift (10PM-6AM) Specia	Shift (8AM-5PM)	Total			
	109	% Night Shift Differential					
14,887.09	14,887,09	15,954.71	14,887.09				
12	13	13	10				
178,645.04	193,532.13	207,411.25	148,870.87	728,459.28			
					2023	(per mont	th)
ESU						••	•
Day Shift (6AM-2PM) Mid S	Shift (2PM-10PM) Nig	ht Shift (10PM-6AM) Specia	I Shift (8AM-5PM)	Total			
	109	% Night Shift Differential					
14,887.09	14,887.09	15,954.71					
7	10	5					
104,209.61	148,870.87	79,773.56	0.00	332,854.03			
		. 140)					
		MAIN	N IO CODE CODEN AND	Li olio Magail assa	0	01:0 (0444 5044)	T
		Day Shift (6AM-2PM) Mid S		gnt Shift (10PM-6AM) 1% Night Shift Differential	Special	Shift (8AM-5PM)	Total
		16,191,73	16,191,73	17.38	0.60	16,191.73	
		12	13		13	.10	
		194,300.74	210,492,47	225,55	7.85	161,917.29	792,268.3
2024 (per	month)	,				,	,,_
EULT (pc)	montary	ESU:					
		Day Shift (6AM-2PM) Mid S	Shift (2PM-10PM) Ni	oht Shiff (10PM-6AM)	Special	Shift (8AM-5PM)	Total
		20) time (2. 2m 21 m) max		% Night Shift Differential			
		16,191.73	16,191.73	17,35	0.60		
		7	10		-5		
		113,342.10	161,917.29	86,75	_	0.00	362,012.4

	2023	2024
MAIN		
Total Amount Payable to Guards and Gov't per Month	728,459.28	792,268. 3 5
Agency Fee (20% of Total Amount Payable to Guard and Gov't)	145,691.86	158,453.67
Value Added Tax (12% of Agency Fee)	17,483.02	19,014.44
Minimum Contract Rate per Month	891,634.16	969,736.45
For 1 year	10,699,609.90	11,636,837.45
ESU		
Total Amount Payable to Guard and Gov't per Month	332,854.03	3 62,012. 4 0
Agency Feo (20% of Total Amount Payable to Guard and Gov't)	66,570.81	72,402.48
Value Added Tax (12% of Agency Fee)	7,988.50	8,688.30
Minimum Contract Rate per Month	407,413.33	443,103,18
For 1 year	4,888,959.98	5,317,238.17
Grand Total for 1 Yr	15,586,569.69	16,954,075,63

SECURITY EVALUATION RESULTS

Type fo Respondent

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	WMSU Student	130	70.3	70.3	70.3
	WMSU Personnel	35	18.9	18.9	89.2
	WMSU Faculty	20	10.8	10.8	100.0
	Total	185	100.0	100.0	

ALL RESPONDENTS (STUDENT, ADMIN PERSONNEL, & FACULTY)

Descriptive Statistics

	N	Minimum	Maximum	Mean	Std. Deviation
Total Weighted	185	3.50	10.00	8.1757	1.08733
Valid N (listwise)	185				

VD D NS/ND

(2) Very Dissatisfied
(4) Dissatisfied
(6) Neither Satisfied nor Dissatisfied
(8) Satisfied
(10) Very Satisfied

ALL RESPONDENTS (BY AREA)

Descriptive Statistics

	N	Minimum	Maximum	Mean	Std. Deviation
Response to Complaints	185	2	10	7.55	1.797
Conformity to Technical Requirements	185	6	10	8.39	1.375
Timeliness in the Delivery of Services	185	4	10	8.57	1.317
Compliance with Set of Office Policies for Such Services	185	2	10	8.35	1.402
Behaviour of Personnel (Courteous, Professioal, and Knowledgeable)	185	2	10	7.75	1.758
Expediture/Cost for Security Services	185	2	10	8.02	1.474
Location and Posting of Guard House/s	185	6	10	8.45	1.272
Overall Assessment of Security Services	185	2	10	8.30	1.317
Valid N (listwise)	185				

BY RESPONDENT TYPE **Descriptive Statistics** Minimum Maximum Mean Std. Deviation STUDENT Total Weighted 130 5.70 10.00 8.0069 .91568 Vaild N (listwise) 130 **Descriptive Statistics** Minimum Maximum И Mean Std. Deviation **ADMIN PERSONNEL** Total Weighted 6.40 8.6600 .89449 Vaiid N (listwise) 35 **Descriptive Statistics** Ν Minimum Maximum Mean Std. Deviation Total Weighted 8,4250 1.90591 **FACULTY** Valid N (listwise) 20

2. PR-23-02-173: Supply and Delivery of Security Services/PhilGEPS Ref. #9595369 A8C - Php. 15,588,792.00

BIDDER	Double Dragon Security Forces Agency, Inc.	Pichel security Agency, Inc.	ABC	DIFFERENCE from ABC	REMARKS
Lot 1 Main Campus	Php. 10,759,671.72	Php. 10,699,618.68	Php. 10,699,764.00		
Lot 2 ESU Campus	none	Php. 4,888,964.04	Php. 4,889,028.00		
TOTAL	Php. 10,759,671.72 For Lot 1 only (Incomplete Bid)	Php. 15,588,582.72 For Lots 1 and 2 (Complete Bid)	Php. 15,588,792.00		

Terms of Reference A Terms of Reference A

FOR APPROVAL...