

## CONTRACT OF SERVICE

### KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service made and entered into by and between:

The **CIVIL SERVICE COMMISSION, Regional Office I (CSC ROI)**, with office address at Quezon Avenue, San Fernando City, La Union, duly represented herein by **Director IV HEDY JOSE B. LARDIZABAL**; and

-and-

The **ITAWES SECURITY PROACTIVE AGENCY, INC. (ITAWES)**, a duly organized security agency and existing under and by virtue of the laws of the Philippines, with principal address at Perpetual Village, Ugac Norte, Tuguegarao City, Cagayan, herein represented by **Mr. RANDY M. FURIGAY**, Security Executive Director,

### -WITNESSETH-

**WHEREAS, CSC ROI** is engaging the services of **ITAWES** for the following purposes:

1. Safeguarding and protecting the officials and employees of the Civil Service Commission Regional Office I, CSC Field Offices – Ilocos Norte, Ilocos Sur and La Union, against unlawful harm or aggression from strangers; and
2. Safeguarding and protecting its office building and properties and the whole compound against theft, robbery, pilferage, arson, vandalism and other unlawful acts of strangers and/or third persons within, near or about the premises of its Regional and Field Offices compound.

**WHEREAS, ITAWES** assures **CSC ROI** that it is duly licensed and authorized by laws and regulations, both local and national, to provide security services strictly in accordance with the requirements and expectations of **CSC ROI**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and mutual covenants and stipulations provided, the parties have hereunto agreed on the following terms and conditions, to wit:

1. **CSC ROI** hereby engages the services of **ITAWES** for the purposes as stated above and in consideration thereof, the **CSC ROI** shall pay the amount of **One Million Nine Hundred Fifteen Thousand Five Pesos & 30/100 (Php 1,915,005.30)** or the amount equivalent to the actual service rendered, based on the bid submitted.
2. **GUARDING SYSTEM** – **ITAWES** shall provide two (2) security guards at **CSC ROI**, each shall render twelve (12) consecutive hours duty and three (3) security guards at **CSC Field Offices** (Ilocos Norte, Ilocos Sur and La Union) for night duty from Monday to Sunday;
3. **VALUE SYSTEM** – **ITAWES** shall ensure that the Security Guards employed at **CSC ROI** and **CSC Field Offices** (Ilocos Norte, Ilocos Sur and La Union) shall observe the following:
  - a. Honesty
  - b. Integrity
  - c. Courtesy

- d. Diligence and Alertness
  - e. Promptness and Accuracy in Reporting
  - f. Cost-cutting of electricity, water consumption, etc.
4. **UNIFORM AND EQUIPMENT** – **ITAWES** shall provide CSC ROI with Security Guards who shall be in proper and complete identical uniform, with firearm, ammunitions, nightstick, and such other paraphernalia and security aids as may be necessary and called for under existing PNP rules and regulations.
  5. **QUALIFICATIONS OF GUARDS** – **ITAWES** hereby agrees that the security guards must have complied with all the requirements, rules and regulations prescribed by the laws and decrees as well as executive orders relative to the Security Guards and Security Agency; and the Rules and Regulations prescribed by the Philippine National Police and local ordinance, if any.
  6. **SECURITY SURVEY** – In addition to the duties and responsibilities of safeguarding and protecting **CSC ROI** personnel and its clients, building premises and its properties, **ITAWES** shall periodically conduct security inspections without any additional service charge or fees and recommend to **CSC ROI** such measures necessary to safeguard the premises, personnel and properties.
  7. **COMPLIANCE** – **ITAWES** shall comply with all Labor Laws, rules and regulations that are now in effect and those which may be promulgated in the future. Also, **ITAWES** shall ensure that contributions of the security guards deployed at CSC ROI's Offices paid to SSS, HDMF and PHIC are paid within the required period and shall submit to **CSC ROI** proof of remittances within ten (10) days from payment thereof. **Non-compliance of this provision shall warrant the pre-termination of this contract.**
  8. **AGENCY'S GUIDELINES** – **CSC ROI** shall furnish **ITAWES** from time to time copies of guidelines and general policies in addition to the standard rules and regulations and practices peculiar to the latter. **ITAWES** shall reasonably work for the faithful performance and implementation thereof.
  9. **RESPONSIBILITY** – **ITAWES** shall assume full responsibility and hereby agrees and binds to be liable for actual damages that may be incurred by officials and employees of **CSC ROI** arising from any incident which the Security Guards could reasonably prevent in the course of discharging his/her duties, and to indemnify **CSC ROI** for any loss, damages, destruction, or injury that may be incurred by **CSC ROI** occurring within the premises being secured which are attributable to the negligence, fault and laxity, unlawful act or misconduct of **ITAWES** or its Security Guard, resulting from theft, pilferage, robbery, arson, and other unlawful and illegal acts of third persons, save when such loss or damage is clearly established to be due to fortuitous and unforeseen events or acts of nature provided that such losses, damages or injuries shall be reported in writing twenty four (24) hours from date of discovery to enable **CSC ROI** to investigate the matter. Materials and personal belongings of its employees/guests not properly turned-over to the guard or its representative will not fall under this paragraph.
  10. **WARRANTY** – **ITAWES** warrants to comply with its obligations as employer of the security guards and hereby agrees to hold **CSC ROI** free from any liability arising from cause or causes of action, claim or claims which may be filed by the security guards under this agreement or under the provisions of Labor Code, and such rules, regulations, presidential decrees and executive orders that are now in effect and those which may be promulgated in the future. It is understood, however, that the wage increases and allowances mandated by presidential decrees, wage order and similar legislation is deemed integrated to the basic minimum wage.
  11. **PERIODIC INSPECTION** – **ITAWES** shall at its own expense, make periodic and appropriate inspection of the guards assigned at the CSC Regional Office and its Field Offices, as enumerated above, and shall exercise discipline and supervision in accordance with rules and regulations and related laws. **CSC ROI** or its officers and supervisors shall have the right to evaluate the services

rendered by the security guards within the premises. It is expressly understood and agreed that **CSC ROI** may, at any time, request for the immediate replacement of the security guard of **ITAWES** assigned in CSC ROI premises. The security guards, shall in no case, be deemed or considered as employees or agents of the CSC ROI.


12. **DURATION OF CONTRACT** – This agreement shall remain in full force and effect for a period of eleven and half (11 and 1/2) months commencing from January 16, 2024 to December 31, 2024 and may be extended upon request of **CSC ROI** and acceptance of **ITAWES**. Parties may pre-terminate this Agreement only for violation/s of the provisions hereof. The pre-termination shall take effect thirty (30) days from receipt of the party of said notice.


13. **VENUE OF ACTION** - Any dispute arising from this Contract shall be filed **ONLY** in the proper courts of San Fernando City, La Union.

IN WITNESS HEREOF, the PARTIES have hereunto set their hands at the City of San Fernando, La Union this \_\_\_\_\_ day of \_\_\_\_\_ 2024.


Funds Available: \_\_\_\_\_

  
**AIVEE M. RIMANDO**  
Accountant III

  
**Dir. HEDY JOSE B. LARDIZABAL**  
First Party  
ID No : 850016  
Date issued : April 16, 1985  
Place issued : Quezon City

  
**Mr. RANDY M. FURIGAY**  
Second Party  
Res. Cert. No. 19216093  
Issued on: 01-2-24  
Issued at: TILIGARAO CITY

**WITNESSES:**

  
**Ms. WILHILMINA G. PERALTA**  
Chief HR Specialist  
Res. Cert. No. 900107  
Issued on : June 25, 1990  
Issued at: Quezon City

\_\_\_\_\_  
Res. Cert. No. \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at: \_\_\_\_\_

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in the Province of La Union personally appeared, **DIRECTOR HEDY JOSE B. LARDIZABAL** and **Mr. RANDY M. FURIGAY** known to me to be the same persons who executed this instrument and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND SEAL on this 15 JAN 2024 at

SAN FCO. CITY C.D.

DOC. NO. 294  
PAGE NO. 59  
BOOK NO. IX  
SERIES OF 2024

  
**ATTY. AILEEN GRACE L. BRAGANZA, CPA**  
AGB LEGAL AND BUSINESS SOLUTIONS  
#21 Quezon Avenue, Sevilla, San Fernando City, La Union  
Notary Public for and in the City of San Fernando, La Union  
Commission No. 152-2023, Valid Until 12/31/2025  
Roll of Attorneys No. 72700  
IBP Official Receipt - CY 2024 No. 37500-12/07/2023  
Professional Tax Receipt - CY 2024 No. LU-85135-37-12/14/2023  
MCLE Compliance No. VI 0019816, Valid Until 04/14/2025

**NOTICE TO PROCEED**


January 12, 2024

**Mr. DANILO B. CARIÑO**  
General Manager  
Itawes Security Proactive Agency, Inc.  
Perpetual Village, Ugac Norte  
Tuguegarao City, Cagayan

Dear **Mr. Cariño**:

The Contract for **Procurement of Security Services for CSC Regional Office I for CY 2024 – Early Procurement Activity (EPA)** under **ITB No. 2023-10-002** by and between the CSC Regional Office I and Itawes Security Proactive Agency, Inc. has been approved in accordance with the provisions of the bid and tender documents. Accordingly, you are advised to proceed with the delivery of the Security Services not later than **January 16, 2024**.

Very truly yours,

  
**HEDY JOSE B. LARDIZABAL**  
Director IV / Head of Procuring Entity

Conforme:

I acknowledge receipt of this Notice on JANUARY 15, 2024  
Name of the Representative of the Bidder SABINO R. SERRANO JR.  
Authorized Signature: 