

## CONTRACT AGREEMENT FOR SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This **Contract Agreement for Security Services** entered into by and between:

The **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE (ASTI)**, a government agency attached to the Department of Science and Technology (DOST) created by virtue of laws of the Philippines, with principal address at U.P. Technology Park Complex, C.P. Garcia Avenue, U.P. Campus, Diliman, Quezon City 1101, represented in this Agreement by its Officer-in-Charge, **JOANNA G. SYJUCO**, hereinafter referred to as the "**DOST-ASTI**";

-and-

The **REDBIRD SECURITY AGENCY & SERVICES, INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at 3/F WC Bldg., 2438 Belarmino St., Bangkal, Makati City represented by its Operations Manager, **RUEL C. PILAPIL** hereinafter referred to as the "**SERVICE PROVIDER**".

### **WITNESSETH: That,**

**WHEREAS**, the **DOST-ASTI** requires the services of a qualified **SERVICE PROVIDER** for the Provision of Security Services with Supplies, Materials and Equipment;

**WHEREAS**, the **DOST-ASTI** Bids and Awards Committee (BAC) – 1 declared 1<sup>st</sup> and 2<sup>nd</sup> failure of biddings for said procurement project due to bidders' submission of patently insufficient documents;

**WHEREAS**, due to two (2) failed biddings, the BAC-1 resorted to Negotiated Procurement after Two Failed Biddings as provided for in Section 53.1 of Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR);

**WHEREAS**, the Approved Budget for the Contract is Six Hundred Twenty-Five Thousand Pesos Only (₱625,000.00) for the period of 01 October 2020 to 31 December 2020;

**WHEREAS**, in a Negotiation held for the purpose, the **SERVICE PROVIDER** has offered the lowest calculated responsive bid to **DOST-ASTI** with a total Contract Price amounting to **Five Hundred Thirty-One Thousand Five Hundred Fifty-Two Pesos and 99/100 Only (₱531,552.99)**;

**WHEREAS**, the **DOST-ASTI** has accepted the **SERVICE PROVIDER**'s offer subject to the terms and conditions specified hereunder;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree, as follows:

- I. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:

ANNEX NO.	DESCRIPTION OF DOCUMENT
A	Request for Quotation
B	Invitation for Negotiated Procurement
C	Supplemental/Bid Bulletin (If Any)
D	Technical Specifications
E	Terms of Reference

F	Financial Proposal Submission Sheet
G	Notice of Award
H	Performance Security

II. Effectivity of Contract

- A. The **SERVICE PROVIDER** shall provide services and supplies/materials/equipment to the **DOST-ASTI** for the period of three (3) months, specifically, from 01 October 2020 until 31 December 2020.
- B. The **DOST-ASTI** reserves the right to pre-terminate the Contract in case the **SERVICE PROVIDER** fails to fulfill any of the terms and conditions set forth in this Contract Agreement. In which case, the **DOST-ASTI** will not in any way be liable to pay the **SERVICE PROVIDER** any amount representing the portion of the contract which has not been served due to its pre-termination including penalties. This is also without prejudice to any legal liability of the **SERVICE PROVIDER** where the **DOST-ASTI** shall bring before any judicial or quasi-judicial agency.
- C. In case of termination, a fifteen (15) day written notice shall be made by either party subject to existing obligations that may be incurred by the **SERVICE PROVIDER** due to the unfulfilled remainder of contract period.

III. Place of Assignment

- A. All security personnel of the **SERVICE PROVIDER** shall be assigned to the **DOST-ASTI** with address at DOST-ASTI Bldg., CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City.

IV. Payment

- A. For and in consideration of the services to be rendered and supplies/materials/equipment delivered by the **SERVICE PROVIDER** to the **DOST-ASTI**, the latter obliges itself to pay and deliver to the former every month, upon the former's submission to the latter a Statement of Account (SOA), the sum of One Hundred Seventy-Seven Thousand One Hundred Eighty-Four Pesos and 33/100 Only (₱177,184.33).
- B. The **SERVICE PROVIDER** shall furnish the **DOST-ASTI** a SOA, together with copies of payroll, remittances with official receipt of Social Security System (SSS), Home Development Mutual Fund (PAGIBIG), Philippine Health Insurance (PHILHEALTH) and other state insurance fund contributions for all security personnel assigned, every 15<sup>th</sup> day of the month. Should the **SERVICE PROVIDER** fail to comply, the **DOST-ASTI** shall withhold the payment for the current month until the latter shall have complied with subject requirement.
- C. Should there be any law or executive order mandating the increase of minimum wage, requiring additional compensation in any form, or adjustments in premium contributions for mandatory benefits, i.e., SSS, PAGIBIG, PHILHEALTH, etc. the **SERVICE PROVIDER** must inform the **DOST-ASTI** in writing. Both parties shall adjust the rates stipulated herein through negotiation and mutual agreement. Such amount, if any, shall in no case be more than the amount that is legally mandated by law or executive order.
- D. Payments made by the **DOST-ASTI** shall be inclusive of Value Added Tax and in accordance with the government accounting and auditing rules and regulations.

V. Work Schedule

- A. The **SERVICE PROVIDER** shall provide five (5) security personnel, one (1) of which will be designated as the head guard, who shall observe the following schedules:

1. Weekdays:  
Three (3) Guards - 6:00 am to 6:00 pm  
Two (2) Guards - 6:00 pm to 6:00 am
2. Weekends:  
Two (2) Guards - 6:00 am to 6:00 pm  
Two (2) Guards - 6:00 pm to 6:00 am

- B. The **SERVICE PROVIDER** shall make available, at its own expense, such number of relievers as may be necessary, who are ready to take over the duty schedule of those regularly assigned guards who either report late or absent for the day at no cost to **DOST-ASTI**.
- C. At no instance shall a guard be permitted to render service beyond make a period of twelve (12) hours continuously and not more than six (6) consecutive days. A violation of this condition shall be considered sufficient ground to terminate the contract. The Security Agency is required to submit a detailed security plan effecting proper work schedule.

#### VI. Qualifications of Security Personnel

The Minimum qualifications of security personnel are as follows:

- A. Valid license issued by the Philippine National Police (PNP) /Supervisory Office on Security and Investigation Agencies (SOSIA) and PADPAO;
- B. For security guards, must have completed at least one (1) year in college;
- C. For Head Guard/Security Officer, must completed at least two (2) years in college or if an ex-military (Armed Forces of the Philippines or PNP), with rank of sergeant;
- D. Must be computer literate and capable of operating CCTV monitoring system;
- E. Physically and mentally fit;
- F. Must have passed the neuropsychiatric and drug tests conducted by any Philippine Government accredited hospital/center. Expenses for said tests are chargeable to the **SERVICE PROVIDER**.
- G. Must have no derogatory record;
- H. Must have undergone training in handling firearms with appropriate certificate and/or license;
- I. Has undergone basic-service training from accredited schools for security guards and supervisor training for security officer; and
- J. Must submit, upon effectivity of contract, clearances from the NBI, Police, Barangay and Court which must be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

In addition to the above requirements, the **SERVICE PROVIDER** is required to submit profile of Head Guard and Security Guards, which must be attested by its authorized signatory.

#### VII. Scope of Services

The scope of services or requirements shall include, but not limited to the following;

- A. Protection of Life and Property
  1. Observance of rigid inspection of personal belongings of clients/visitors at all entrances.
  2. Implementation of issuance "identification badge/card" for visitors and non-employee affiliates of the **DOST-ASTI**.

B. Maintenance of Peace and Order

1. Guarantee that all the **DOST-ASTI** employees and clients are safe from harm which may arise from internal/external chaos and public disorder.
2. Guard against incidence of theft and other misdemeanors which may constitute breach of peace and order inside the **DOST-ASTI** premises.

C. Strict Observance of the **DOST-ASTI** Policies, Rules and Regulations on Security

1. Strictly observe, enforce and adhere to the **DOST-ASTI**'s rules and regulations as it applies to the security and well-being of the Agency, its employees and clients.

D. Other Duties and Functions

1. Protect entire work area occupied by the **DOST-ASTI**, its employees and clients against unauthorized intrusion, internal or external commotion.
2. Check, entertain and assist clients or visitors entering the **DOST-ASTI** premises.
3. Strictly maintains official logbook or record of all incoming and outgoing persons, vehicles, movements of **DOST-ASTI** properties, among others.
4. Records **DOST-ASTI** employee's time in and out.
5. After office hours, conduct routine patrol or inspection of the building and report unusual activities or threat to security to the Head Guard.
6. Record all employees rendering overtime services and all other office personnel who are still in the **DOST-ASTI** premises after office hours.
7. Ensure that all doors and windows of **DOST-ASTI** building are secured and all electrical connections and lights are turned off. Before the start of office hours, inspect all areas for any sign of forced entry.
8. Assist in the implementation of **DOST-ASTI** rules and regulations such as wearing of prescribed office uniforms, identification cards, among others.
9. Assist **DOST-ASTI** employees in crossing the streets, specifically, C.P. Garcia Avenue.

VIII. Supplies, Materials and Equipment

A. The **SERVICE PROVIDER** shall provide the following:

1. Prescribed basic uniform, which includes:
  - a. Night stick or baton
  - b. Whistle
  - c. Flashlight
  - d. First Aid Kit
  - e. Handcuffs
  - f. Tickler
  - g. Teargass (for three guards)
2. Metal detectors, two (2) units
3. Licensed communications radio, three (3) units
4. Service firearms, three (3) units
  - a. Firearms must be in good condition
  - b. Covered with license by PNP
  - c. With complete load of ammunition
  - d. No "paltik revolvers" should be issued to the security personnel
  - e. With duty detail order
5. Security/Reflector vest, three (3) pieces
6. Timepiece, one (1) unit
7. Visitor identification badge/cards (numbers 1-80) with shelf or tray

8. Office supplies, which include:
    - a. Logbook, fifteen (15) pieces
    - b. Ball pen, one (1) box, color blue
  9. Two (2) pieces weatherproofed crossing guard STOP and GO sign
  10. No Parking sign, five (5) pieces
- B. Other materials/equipment to be provided by the **SERVICE PROVIDER** shall be subject for approval of the **DOST-ASTI**.
- C. Loss, maintenance, repair and replacement of tools/equipment necessary and incidental to the performance of obligations stated in this document shall be for the account of the **SERVICE PROVIDER**.
- D. Delivery of required materials, tools and equipment shall be at the **DOST-ASTI**, on the first day of posting of security personnel, to be inspected by the Agency's representative/s.
- IX. Other Matters
- A. **Furnishing of Bond** - The **SERVICE PROVIDER** shall furnish the **DOST-ASTI** with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A No. 9184) and its 2016 Revised IRR.
- B. **Wage and Mandated Benefit Increase** - Should there be any wage of mandated benefit (i.e., SSS, PAGIBIG, and PHILHEALTH) increase in favor of the assigned security personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Security Agency must inform the **DOST-ASTI** in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.
- C. **Billing and Submission of Documents** - The Security Agency shall furnish the **DOST-ASTI** a billing, together with copies of payroll, remittances with official receipt of SSS, PAG-IBIG, PHILHEALTH and other state insurance fund contributions for all security personnel assigned, every 15th day of the month. Should the **SERVICE PROVIDER** fail to comply, the **DOST-ASTI** shall withhold the payment for the current month until the latter shall have complied with subject requirement.
- D. **Employer-Employee Relationship** - The **DOST-ASTI** shall not be responsible for any claims for general injury, including death sustained by the security personnel or any third person arising out of or in the course of the performance of the functions of the security pursuant to this Contract. It is expressly understood that no employee-employer relationship exists between the parties or of their employees, representatives and agents.
- E. **Liability for Losses and Damages** - The **SERVICE PROVIDER** shall be responsible for any loss or damage that may be incurred by its security personnel. The **DOST-ASTI** may suspend or withhold whatever contract payments may be due the **SERVICE PROVIDER** should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the **SERVICE PROVIDER**, or go after the Performance Bond set forth in this Contract. Likewise, the **DOST-ASTI** has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.
- F. **Compliance with the DOST-ASTI Rules and Regulations** - Maintain effective discipline and full control and supervision over the security personnel assigned under this Contract, as well as the manner of performance of their duties. However, the **SERVICE PROVIDER** binds itself to cause the implementation and enforcement of any and all rules, regulations or directives that the **DOST-ASTI** may issue concerning the conduct of said security personnel.

**G. Extension Clause** – Extension of Contract is subject to the provision of R.A No.9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.

**ADVANCED SCIENCE AND  
TECHNOLOGY INSTITUTE**

by:

**REDBIRD SECURITY AGENCY &  
SERVICES, INC.**

by:

**JOANNA G. SYJUCO**  
Officer-in-Charge

**RUEL C. PILAPIL**  
Operations Manager

**SIGNED IN THE PRESENCE OF**

*m.c. cayaban*  
**MAY C. CAYABAN**  
Chief Administrative Officer

\_\_\_\_\_

Certified Funds Available

**GAY CONCEPCION S. BUGAGAO**

Accountant III

Ref: ORSNo. 01101101-09-00391 dated Sept. 30, 2020, Php 531,552.99

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this  
\_\_\_\_\_, personally came and appeared:

<b>NAME</b>	<b>IDENTIFICATION</b>	<b>DATE OF ISSUANCE</b>	<b>PLACE OF ISSUANCE</b>
Joanna G. Syjuco	Passport No. P4587486A	03 October 2017	DFA Manila
Ruel C. Pilapil			

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free and voluntary act and deed. This Contract Extension Agreement consisting of seven (7) pages including the page on which this acknowledgement is written has been signed by the Parties and their witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.

**NOTARY PUBLIC**