

CONTRACT AGREEMENT FOR THE PROVISION OF SECURITY SERVICES FOR DOST-ASTI FOR CY 2024

KNOW ALL MEN BY THESE PRESENTS:

This **Contract Agreement** for the **Provision of Security Services for DOST-ASTI for CY 2024** (herein referred to as "Agreement") is made and entered into this _____ at _____ 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 Director, **FRANZ A. DE LEON, Ph.D.**, hereinafter referred to as the "**CLIENT**";

-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., 2348 Belarmino St., Bangkal, Makati City represented by its Operations Manager, **RUEL C. PILAPIL**, hereinafter referred to as the "**SERVICE PROVIDER**".

CLIENT and **SERVICE PROVIDER** are collectively called "**PARTIES**".

WITNESS THAT:

WHEREAS, the **CLIENT** needs protection of its staff and premises against burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies, and other unlawful acts to support its operation;

WHEREAS, the **CLIENT** desires to acquire a reputable supplier, which will provide nine (9) efficient security personnel and two (2) of which shall be assigned as head guards, who are physically and mentally fit, have undergone in-service training, and are capable in operating computer and CCTV monitoring system to support its day-to-day operation;

WHEREAS, the **CLIENT** applied the sum of Four Million Pesos Only (₱4,000,000.00) being the Approved Budget for the Contract (ABC) for CY 2024 Provision of Security Services;

WHEREAS, the **CLIENT** advertised the Invitation to Bid (IB) for the above procurement project on its website, PhilGEPS, and conspicuous place reserved for this purpose;

WHEREAS, responding to the IB, two (2) prospective bidders signified their interests to participate in said bidding process by purchasing bidding documents, particularly, Redbird Security Agency & Services, Inc. and Tough Guard Security & Investigation, Inc.;

WHEREAS, the Opening of Bids was held on 20 November 2023, 9:30 AM, via blended meeting arrangement pursuant to Section 12.3 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;

WHEREAS, the **SERVICE PROVIDER** was the only "eligible" bidder for having submitted complete eligibility and technical requirements;

WHEREAS, the **SERVICE PROVIDER** passed the post-qualification pursuant to Section 34, Rule X of the 2016 revised IRR of RA No. 9184;

WHEREAS, the **SERVICE PROVIDER** was the Single Calculated Responsive Bid and the recommendation to award the contract in favor of the **SERVICE PROVIDER**, through BAC Resolution



No. 23-12-250 dated 12 December 2023, had been elevated by the DOST-ASTI Bids and Awards Committee to the Director for approval; and

WHEREAS, the Director approved the award of contract to the **SERVICE PROVIDER** in the amount of Three Million Nine Hundred Ninety-Three Thousand Two Hundred Fifty-Three Pesos and 05/100 Only (₱3,993,253.05).

NOW, THEREFORE, for and in consideration of the foregoing, this Agreement is entered by and between the **CLIENT** and the **SERVICE PROVIDER** with the following covenants, to wit:

I. SPECIFIC UNDERTAKINGS

- A. The **SERVICE PROVIDER** shall provide nine (9) security personnel, two (2) of which shall be assigned as head guards, who will be assigned to monitor and supervise all security personnel.
- B. The **SERVICE PROVIDER** shall make available, such number of relievers as may be necessary, who are ready to take over the duty schedules of those regularly assigned security personnel who either report late or are absent for the day at no cost to the **CLIENT**.
- C. At no instance shall the **SERVICE PROVIDER** permit its security personnel to render service beyond a period of twelve (12) hours continuously and more than six (6) consecutive days. A violation of this condition shall be considered enough grounds to terminate the contract. The **SERVICE PROVIDER** is required to submit a detailed security plan affecting proper work schedule.
- D. The **SERVICE PROVIDER** has the legal responsibility to ensure compliance with the mandatory benefits such as 13th-month pay, holiday pay, among others. As such, the **SERVICE PROVIDER** is obliged to compute and disburse said benefits to their security personnel within the required timeframes. Failure to do so can result in *legal penalties and liabilities* for the **SERVICE PROVIDER**.

II. REPRESENTATIONS

The **SERVICE PROVIDER** represents and warrants that:

- A. Should have at least five (5) years of experience in providing security services to a government agency;
- B. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;
- C. Must be a duly licensed and registered Service Contractor with the Department of Labor and Employment;
- D. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
- E. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG), and Philippine Health Insurance Corporation (PHILHEALTH);
- F. Must be duly registered with the Bureau of Internal Revenue; and
- G. Net Financial Contracting Capacity at least equal to the ABC or Committed Line of Credit at least equal to ten percent (10%) of ABC.

III. QUALIFICATIONS OF SECURITY PERSONNEL

Deployment of nine (9) qualified, uniformed, highly trained, and armed Security Personnel with the following minimum qualifications:



- A. With at least two (2) years of experience in Security Services;
- B. Valid license issued by the Philippine National Police (PNP)/Supervisory Office on Security and Investigation Agencies, as well as Certificates of Membership and No Derogatory Record from PADPAO;
- C. For security guards, must have completed at least one (1) year in college and, in accordance, must provide Transcript of Records;
- D. Two (2) security guards must be licensed by the Local Government Unit for gatekeeping and road crossing;
- E. 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, proven and certified;
- F. Must be computer literate and capable of operating CCTV monitoring system;
- G. Medical clearance for physically and mentally fit;
- H. Must have passed the neuropsychiatric examination and drug tests conducted by any PNP / National Bureau of Investigation (NBI). Expenses for said tests are chargeable to the **SERVICE PROVIDER**;
- I. Must have no derogatory record;
- J. Must have undergone training in handling firearms with appropriate certificate and/or licenses;
- K. Has undergone basic in-service training from accredited schools for security guards and supervisory training for security officer;
- L. Must submit, within fifteen (15) working days upon effectivity of contract, neuropsychiatric examination, clearances from the NBI, Police, and Barangay; and
- M. Must submit profile of Head Guard and security guards, which must be attested by its authorized signatory.

IV. PLACE OF ASSIGNMENT

Security personnel shall be assigned to the following addresses of the **CLIENT**:

- A. Five (5) security personnel shall be assigned to the Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI), with address at DOST-ASTI Bldg., CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City 1101.
- B. Four (4) security personnel shall be assigned to the Electronics Product Development Center (EPDC), with office address at MIRDC Comp., Gen. Santos Ave., Bicutan 1631, Taguig City.

V. WORK SCHEDULE

- A. The **SERVICE PROVIDER** must provide security personnel, one (1) of each will be designated as the Head Guard in DOST-ASTI and EPDC, who shall observe the following schedules:
 - 1. DOST-ASTI
 - a. Weekdays:
 - Three (3) Guards - 6:00 am to 6:00 pm
 - Two (2) Guards - 6:00 pm to 6:00 am
 - b. Weekends:
 - Two (2) Guards - 6:00 am to 6:00 pm
 - Two (2) Guards - 6:00 pm to 6:00 am

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2. EPDC

- a. Weekdays:
 - Two (2) Guards - 6:00 am to 6:00 pm
 - One (1) Guard - 6:00 pm to 6:00 am
 - One (1) Guard - 7:00 am to 4:00 pm (for MIRDC Gate)
- b. Weekends:
 - One (1) Guard - 6:00 am to 6:00 pm
 - One (1) Guard - 6:00 pm to 6:00 am

VI. 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. Watch, safeguard, and protect the DOST-ASTI and EPDC properties from theft, arson, destruction, and damages.
3. Ensure the safety of DOST-ASTI and EPDC officials, personnel, and visitors from harassment, threat, or intimidation within the premises of the DOST-ASTI and EPDC.
4. Implementation of issuance of "visitor identification badge/card" for visitors and non-employee affiliates of DOST-ASTI and EPDC.

B. Maintenance of Peace and Order

1. Guarantee that all DOST-ASTI and EPDC 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 DOST-ASTI and EPDC premises.

C. Strict Observance of **CLIENT** Policies, Rules, and Regulations on Security

1. Strictly observe, enforce, and adhere to the **CLIENT** 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 and EPDC, its employees, and clients against unauthorized intrusion, internal or external commotion.
2. Check, entertain, and assist clients or visitors entering DOST-ASTI and EPDC premises.
3. Strictly maintains official logbook or record of all incoming and outgoing persons, vehicles, movements of DOST-ASTI and EPDC properties, among others.
4. Records DOST-ASTI and EPDC employees' 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 and EPDC premises after office hours.
7. Ensure that all doors and windows of DOST-ASTI and EPDC buildings 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 and EPDC rules and regulations such as wearing prescribed office uniforms, identification cards, among others.
9. Assist DOST-ASTI employees (with or without vehicles) in turning/crossing the streets, specifically along CP Garcia Avenue.

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VII. SUPPLIES, MATERIALS AND EQUIPMENT

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

1. Prescribed basic uniform for each security personnel shall include:
 - a. Night stick or baton
 - b. Whistle
 - c. Flashlight (Heavy Duty)
 - d. First aid kit
 - Gauze pads
 - Adhesive bandages
 - Elastic bandages
 - Rubbing alcohol
 - Betadine
 - Paracetamol
 - Antibiotic
 - Cotton Balls
 - Pin (Aspili)
 - e. Handcuffs
 - f. Tickler notebook
2. Teargas, nine (9) units (DOST-ASTI-6, EPDC-3)
3. Metal detectors, three (3) units (DOST-ASTI-2, EPDC-1)
4. Licensed communication radio, six (6) units (DOST-ASTI-3, EPDC-3)
5. Service firearms (9mm), six (6) units (DOST-ASTI-3, EPDC-3)
 - 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
6. Security/Reflector vest, four (4) pieces (DOST-ASTI-2, EPDC-2)
7. Timepiece, two (2) units (DOST-ASTI-1, EPDC-1)
8. Visitor identification badges/cards [numbers one (1) to fifty (50)] with shelf or tray, two (2) sets (DOST-ASTI-1, EPDC-1)
9. Office supplies, which include:
 - a. Logbook, forty (40) pieces (DOST-ASTI-30, EPDC-10)
 - b. Ball pen, six (6) boxes, color blue (DOST-ASTI-4, EPDC-2)
10. Weatherproofed crossing guard STOP & GO sign, back-to-back, nine (9) inches in diameter, two (2) pieces (DOST-ASTI)
11. "No Parking" sign or plastic cone, eight (8) pieces (DOST-ASTI-5, EPDC-3)
12. Umbrella, five (5) pieces (DOST-ASTI-3, EPDC-2)
13. Rainboots. Three (3) pieces (DOST-ASTI-2, EPDC-1)

B. Other materials/equipment to be provided by the **SERVICE PROVIDER** shall be subject for approval of the **CLIENT**.

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 **SERVICE PROVIDER's** account.

D. Delivery of required materials, tools, and equipment shall be at the expense of the **SERVICE PROVIDER**, on the first day of posting of security personnel, to be inspected by the **CLIENT** representative/s.

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- E. If the winning bidder is the current **SERVICE PROVIDER**, submission of the above-required materials/equipment except for Item No. 9 - Office Supplies are no longer required unless otherwise requested by the **CLIENT**.

VIII. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES

- A. Pay its personnel not less than the minimum wage and other benefits mandated by law. The **SERVICE PROVIDER** shall provide the security personnel with their monthly pay slip containing the necessary information on it. The **SERVICE PROVIDER** shall comply with the laws governing labor standards and employee's compensation.
- B. Notify the security personnel, at the time of hiring, as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
1. The rate of wages payable;
 2. The method of calculation of wages;
 3. The periodicity of wage payment - the hour, day, and place of payment; and
 4. Any increase or change with respect to any of the foregoing items during the existence of the contract.
- C. Provide each security personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:
1. Recruitment of personnel;
 2. Salaries of personnel;
 3. Attendance/leave credits;
 4. Performance standards;
 5. Sanctions for violation(s) of company rules and regulations;
 6. Equipment of supplies; and
 7. Duties/functions/responsibilities of personnel.

IX. OBLIGATIONS OF THE CLIENT

- A. The **CLIENT** will provide a storage area for all equipment, to be provided by the **SERVICE PROVIDER**, in carrying out its services. Said equipment shall be returned to the **SERVICE PROVIDER** only at the end of the contract or upon termination, hence, cannot be pulled out from **CLIENT** at any time within the contract period.

X. EFFECTIVITY OF THE AGREEMENT

- A. This Agreement shall take effect for a period of one (1) year, **starting 01 January 2024 until 31 December 2024**, unless sooner terminated by the **CLIENT**.
- B. The **CLIENT** shall have the sole option to cancel/terminate this Agreement at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by the **SERVICE PROVIDER** and/or its security guards is substandard and/or unsatisfactory: Provided, that the **SERVICE PROVIDER** shall be notified in writing at least fifteen (15) calendar days prior to the effective cancellation/termination.
- C. In cases where the **SERVICE PROVIDER** causes injury or irreparable damage to the property of the **CLIENT**, its officers, employees, among others, or its continuing presence poses a threat to the life and property of the latter due to the **SERVICE PROVIDER**'s involvement in unlawful and/or illegal acts, the **CLIENT** may immediately notify the **SERVICE PROVIDER** of such fact in writing and this Agreement is deemed cancelled and/or terminated without waiting the lapse of fifteen (15) calendar days.

XI. TERMS OF PAYMENT

- A. The total contract price is **Three Million Nine Hundred Ninety-Three Thousand Two Hundred Fifty-Three Pesos and 05/100 Only (P3,993,253.05)**.



- B. Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the **SERVICE PROVIDER**. Services shall only be billed based on the actual services received by the **CLIENT**, hence, may be computed by a fraction of a month.
- C. The **SERVICE PROVIDER** shall furnish the **CLIENT** 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 **CLIENT** shall withhold the payment for the current month until the latter shall have complied with subject requirement.

XII. OTHER MATTERS

- A. The **SERVICE PROVIDER** shall furnish the **CLIENT** with a valid and sufficient Performance Bond in accordance with the rules set forth under RA No. 9184 and its 2016 revised IRR.
- B. The **CLIENT** has the right to screen applicants and choose the security personnel to be assigned. However, it is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives, and agents. The **CLIENT** 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 during the performance of the functions of the security personnel pursuant to this contract.
- C. The **SERVICE PROVIDER** shall be responsible for any loss or damage that may be incurred by its security personnel. The **CLIENT** 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 **CLIENT** has the option to demand payment for the replacement value of the lost property, or its replacement by another at least substantially in the same condition as the former.
- D. The **SERVICE PROVIDER** shall 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 all rules, regulations or directives that **CLIENT** may issue concerning the conduct of said security personnel.
- E. The **SERVICE PROVIDER** agrees that the **CLIENT**, through Property and Supply Section, reserves the right to screen and accept or deny the deployment of any personnel recommended by the **SERVICE PROVIDER**.
- F. It is understood that janitorial services are essential to the daily operations of the **CLIENT**. Hence, the contract for the Provision of Janitorial Services may be extended or renewed subject to the external provider's performance evaluation pursuant to Government Procurement Policy Board (GPPB) Resolution No. 06-2022, dated 12 September 2022.
- G. The terms and conditions of this Contract may be amended by the **CLIENT** and **SERVICE PROVIDER** in the following instances as provided for in GPPB Resolution No. 06-2022, dated 12 September 2022:
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
 2. An increase or decrease in the quantity of items that were determined to be necessary by the **CLIENT**, 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.

**ADVANCED SCIENCE AND TECHNOLOGY
INSTITUTE**

by:



FRANZ A. DE LEON, Ph.D.
Director, DOST-ASTI

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

by:

RUEL C. PILAPIL
Operations Manager

SIGNED IN THE PRESENCE OF


MAY C. CAYABAN

Chief Administrative Officer

CERTIFIED FUNDS AVAILABLE
ORS NO. 01101015054-01-000005 Php 3,993,253.05


GAY CONCEPCION S. BUGAGAO
Accountant III

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the _____ of _____, personally appeared **Franz A. De Leon** with **Identification No. S0023146A (Passport)** issued on **12 November 2021** at **DFA, Manila** and **Ruel C. Pilapil** with Identification No. _____ issued on _____ at _____, both known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only eight (8) pages, including this page in which this Acknowledgment is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

