

## CONTRACT AGREEMENT FOR PROVISION OF SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This **Contract Agreement for Provision of Security Services** (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 theft, pilferage, robbery, damage or loss, or any other unlawful and destructive acts to support its operation;

**WHEREAS**, the **CLIENT** desires to acquire a reputable supplier, which will provide six (6) efficient security personnel and two (2) head guards, who are physically and mentally fit, must undergone in service training and capable in operating computer and CCTV monitoring system to support it’s the day-to-day operation;

**WHEREAS**, the **CLIENT** intends to apply the sum of Four Million Pesos Only (₱4,000,000.00) being the Approved Budget for the Contract (ABC) for CY 2022 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, three (3) prospective bidders signified their interest to participate in said bidding process by purchasing bidding documents, particularly, Tough Guard Security & Investigation Agency, Inc., Golden Z-5 Security & Investigation Agency, Inc., and Redbird Security Agency & Services, Inc.;

**WHEREAS**, the Opening of Bids was held on 29 November 2021, 10:00 AM, at DOST-ASTI, CP Garcia Ave., UP Campus, Diliman, Quezon City and via videoconferencing;

**WHEREAS**, the **SERVICE PROVIDER** passed the post-qualification pursuant to Section 34, Rule X of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;

**WHEREAS**, the **SERVICE PROVIDER** had been found to be the Lowest Calculated Responsive Bid pursuant to Section 34.4 of the revised IRR of RA No. 9184;

**WHEREAS**, the recommendation to award the contract in favor of the **SERVICE PROVIDER** through BAC Resolution No. 21-12-193 dated 13 December 2021 had been elevated by the BAC to the Director for approval; and

**WHEREAS**, the Director approved the award of contract to the **SERVICE PROVIDER** in the amount of Three Million Two Hundred Thirty-Nine Thousand Nine Hundred Twenty Pesos & 56/100 Only (₱3,239,920.56).

**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. 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. Three (3) 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.

### **II. QUALIFICATIONS OF THE SERVICE PROVIDER**

The qualifications of the **SERVICE PROVIDER** are:

- 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; Net Financial Contracting Capacity at least equal to the ABC or Committed Line of Credit at least equal to 10% of ABC; and
- G. Must present at least one (1) Client/Customer Feedback Form, with at least Very Satisfactory Rating, from at least one (1) government agency, with whom the Contractor has ongoing contract for at least three (3) years. The bidder, however, may submit Client/Customer Feedback Forms from multiple clients as long as the aggregated period of the past or ongoing contracts is not less than three (3) years.

### III. 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

#### 2. EPDC

a. Weekdays:

- Two (2) Guards - 6:00 am to 6:00 pm
- One (1) Guard - 6:00 pm to 6:00 am

b. Weekends:

- One (1) Guard - 6:00 am to 6:00 pm
- One (1) Guard - 6:00 pm to 6:00 am

A. 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 schedules of those regularly assigned guards who either report late or are absent for the day at no cost to **CLIENT**.

B. At no instance shall a guard be permitted to render service beyond a period of twelve (12) hours continuously and not more than six (6) consecutive days. A violation of this condition shall be considered enough ground to terminate the contract. The **SERVICE PROVIDER** is required to submit a detailed security plan effecting proper work schedule.

### IV. QUALIFICATIONS OF SECURITY PERSONNEL

Deployment of eight (8) 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 (SOSIA), 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;

D. 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;

E. Must be computer literate and capable of operating CCTV monitoring system;

F. Physically and mentally fit;

- G. Must have passed the neuropsychiatric examination and drug tests conducted by any Philippine National Police (PNP) / National Bureau of Investigation (NBI). Expenses for said tests are chargeable to the **SERVICE PROVIDER**;
- H. Must have no derogatory record;
- I. Must have undergone training in handling firearms with appropriate certificate and/or licenses;
- J. Has undergone basic in-service training from accredited schools for security guards and supervisory training for security officer; and
- K. Must submit, within fifteen (15) working days upon effectivity of contract, neuropsychiatric examination, clearances from the NBI, Police, and Barangay.

In addition to the above requirements, the Contract is required to submit profile of Head Guard and security guards, which must be attested by its authorized signatory.

## V. 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 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 and EPDC rules and regulations such as wearing of prescribed office uniforms, identification cards, among others.
9. Assist DOST-ASTI employees in crossing the streets, specifically, CP Garcia Ave.

## **VI. 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
  - e. Handcuffs
  - f. Tickler notebook
2. Teargas, five (5) units (DOST-ASTI-3, EPDC-2)
3. Metal detectors, four (4) units (DOST-ASTI-2, EPDC-2)
4. Licensed communication radio, five (5) units (DOST-ASTI-3, EPDC-2)
5. Service firearms, five (5) units (DOST-ASTI-3, EPDC-2)
  - Firearms must be in good condition
  - Covered with license by PNP
  - With complete load of ammunition
  - No "paltik revolvers" should be issued to the security personnel
  - With duty detail order
6. Security/Reflector vest, five (5) pieces (DOST-ASTI-3, EPDC-2)
7. Timepiece, two (2) unit (DOST-ASTI-1, EPDC-1)
8. Visitor identification badges/cards (numbers 1-80) with shelf or tray, two (2) sets (DOST-ASTI-1, EPDC-1)
9. Office supplies, which include:
  - a. Logbook, twenty (20) pieces (DOST-ASTI-15, EPDC-5)
  - b. Ball pen, two (2) box, color blue (DOST-ASTI-1, EPDC-1)
10. Weatherproofed crossing guard STOP & GO sign, two (2) pieces (DOST-ASTI)
11. "No Parking" sign, seven (7) pieces (DOST-ASTI-5, EPDC-2)
12. Official cellphone with load to be provided by the Security Service Agency, two (2) units (DOST-ASTI-1, 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 account of the **SERVICE PROVIDER**.

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

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

## **VII. TERMS OF PAYMENT**

A. 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.

## VIII. 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 Government Procurement Reform Act (RA No. 9184) and its 2016 revised IRR.
- B. Should there be any wage or 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 **SERVICE PROVIDER** must inform the **CLIENT** in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation.
- 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.
- D. 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.
- E. 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 properties, or its replacement by another at least substantially in the same condition as the former.
- F. 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.
- G. Extension of Contract is subject to the provisions of RA No. 9184 and its 2016 revised IRR. The extended term shall automatically terminate upon effectivity of a new contract.
- H. 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**.
- I. Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by the **CLIENT** and the **SERVICE PROVIDER**.

**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**

**GAY CONCEPCION S. BUGAGAO**  
Accountant III

ORS No. 011011012022-01-000030  
Date: January 12, 2022  
PHP 3,239,920.56

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the \_\_\_\_\_ of \_\_\_\_\_, personally appeared **Franz A. De Leon** with **Identification No. DFA P8081541A (Passport)** issued on **25 July 2018** 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 four (4) page/s, 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 \_\_\_\_\_.