CONTRACT AGREEMENT PROCUREMENT OF SECURITY SERVICES CA NO. 2023 - 002

KNOW ALL MEN BY THESE PRESENTS

This CONTRACT entered into this 5th day of SEPTEMBER at Iloilo City, Philippines, by and between:

THE ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U) - MIAGAO CAMPUS, a State University created by virtue of Republic Act No. 10595 located at Burgos Street, La Paz, Iloilo City herein represented by DR. GABRIEL M. SALISTRE, JR., herein referred to as the "UNIVERSITY"

- and -

MOUNT CARMEL SECURITY AGENCY, INC., a private corporation organized and existing by virtue of the laws of the Republic of the Philippines, with principal office address at Figueroa Street, Brgy. Sta. Filomena, Arevalo, Iloilo City, Philippines, represented herein by its President, MS. CARMELA A. QUINTOS, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, The UNIVERSITY is desirous to provide 24-hour security/protection for its constituents/guests, visitors, physical assets, properties, facilities and immediate premises as well all vehicles parked in the said premises, from injuries, damages, losses arising from assault, arson, theft, robbery, mischief, or other unlawful; acts and negligence located at the ISAT U Miagao Campus, Igtuba, Miagao, Iloilo;

WHEREAS, the UNIVERSITY conducted a public bidding for the Procurement of Security Services thru five (5) Uniformed Guards for twelve (12) months and is extendible on a month to month basis while ISAT University is procuring for a new contract for the same services wherein the AGENCY offered the lowest bid;

WHEREAS, the AGENCY shall provide five (5) uniformed guards with license, physically and mentally fit for the protection of the UNIVERSITY, the personnel, guests and properties as well as all vehicles parked in the said premises, from injuries, damages, losses arising from assault, trespass, arson, theft, robbery, mischief, or other unlawful acts and negligence and shall provide the following minimum equipment to the Security Guards, supported with photocopies of valid licenses, if applicable and a Certification from the Security Agency that these equipment are existing and that they pledge provide the equipment upon deployment:

- 1. Firearms with updated licenses' by the PNP Firearms and Explosive Division:
 - a. Hand gun with corresponding rounds of ammunition.
 - b. Revolver 38 caliber, its equivalent or higher caliber 1 pc each guard.
 - c. Shotguns, 12 gauge with emergency rounds of ammunition 1 pc.
- 2. Communication Radios with updated license issued by the NTC.
- 3. Other essential security paraphernalia for each deployed security guard:
 - a. Night sticks for each security guard on duty
 - b. Handcuffs
 - c. Whistle
 - d. Flashlight with batteries

- e. Raincoat and rubber boots
- f. Traffic vests
- g. Side Bag with First Aid Kits
- h. Metal Detector
- i. Under chassis mirror

WHEREAS, after the post evaluation, validation and verification of the eligibility, technical and financial documents submitted by the AGENCY, MOUNT CARMEL SECURITY AGENCY, INC. was declared as the Lowest Calculated and Responsive Bidder;

WHEREAS, based on the recommendation of the Bids and Awards Committee (BAC), the ISAT University President awarded to the lowest and responsive bidder the contract in the amount of One Million Three Hundred Twenty Six Thousand Two Hundred Ninety Six Pesos & Forty Centavos Only (Php 1,326,296.40);

WHEREAS, the AGENCY is willing to undertake and comply with the requirements desired by the UNIVERSITY in accordance with the terms and conditions herein set forth as well as to implement its commitments offered to the UNIVERSITY;

NOW, THEREFORE, the UNIVERSITY and the AGENCY for and in consideration of the above premises and the mutual covenants hereinafter provided, do hereby agree as follows:

The following documents shall constitute integral parts of this Contract, as full to all intents and purposes, as if the contents thereof are incorporated and set forth herein:

- (1) Annual Procurement Plan
- (2) Purchase Request No. PB.2023-017
- (3) Project Procurement Management Plan
- (4) Invitation to Bid
- (5) PhilGEPS Posting, Cert, of Posting
- (6) Minutes, Pre-bid Conference
- (7) Bidders Eligibility and Technical Documents
- (8) BAC Checklist of Edibility and Technical Documents
- (9) Bid Security
- (10) Bidders Financial Documents
- (11) Minutes of Bid Opening
- (12) Abstract of Bids as Read
- (13) Bid Evaluation Report of Technical Working Group (TWG)
- (14) Summary of Bid Evaluation
- (15) Abstract of Bids as Calculated
- (16) Notice of Bid Evaluation
- (17) Notice to Conduct Post-Qualification
- (18) Post Qualification Documents
- (19) Post Qualification Evaluation Report
- (20) Notice of Post-Qualification
- (21) Notice of Award
- (22) Performance Bond
- (23) Contract No. 2023-002
- (24) Notice to Proceed

ARTICLE I TERM AND VALIDITY

This CONTRACT shall take effect on <u>September 18, 2023</u> and shall be valid for a definite period of ONE (1) YEAR or up to <u>September 19, 2024</u>. It is hereby understood that no holdover or extension shall be allowed unless expressly agreed upon in writing by the **UNIVERSITY** and communicated to the **AGENCY** herein at least sixty (60) days before the expiration of the Contract, provided that, in case an emergency situation arises within sixty (60) days period prior to the expiration date, a short period to notify any or both of the **AGENCY** about any such hold-ever or extension, shall be done by the **UNIVERSITY**.

ARTICLE II DUTIES AND RESPONSIBILITIES

A. RESPONSILITY OF THE SERVICE PROVIDER

- The AGENCY shall submit to the UNIVERSITY its Compliance Certificate/Clearance from the DOLE and NLRC Certificate, stating that it is duly registered as legitimate contractor.
- The AGENCY shall require the designated security guards to always be neat and in proper uniform. Each security guard posted shall be equipped at all times with a serviceable licensed firearm with an extra load of ammunition during his tour of the day.
- 3. The AGENCY shall make available all times trained and qualified relievers and / or replacements to ensure continuous and uninterrupted service in case of absences of the assigned guard for whatever reason; provided, however, that no security guard shall serve for more than eight (8) hours of duty per day except in case of emergency. Furthermore, in case of replacement, the name of the guard / s to be replaced shall be indicated in the Duty Detail Order and shall be presented, together with the Recall Order issued to the security guard who will be replaced, to the duly authorized of the UNIVERSITY Director of Safety, Security, Environment and Disaster Mitigation Management Office. In no case shall a security guard assume his post without presenting his Duty Detail Order and Recall Order to the Security Supervisor of the UNIVERSITY.
- 4. The AGENCY shall provide five (5) security guards for the protection of the UNIVERSITY, who shall have a shifting schedule of eight (8) hours a day from Mondays to Sundays, to be deployed to be deployed at the Center Gate, Entrance Gate, and Exit Gate or other areas as needed within the University Premises located at ISAT U Miagao Campus, Igtuba, Miagao, Iloilo.
- The AGENCY shall have direct supervision and control over the security guards and personnel assigned under this Contract, but the UNIVERSITY, though its Chief, Security Officer shall be consulted on security matters.
- The AGENCY shall be issue a Duty Detail Order for security guards to be assigned
 to the UNIVERSITY, including relievers and replacements. The Duty Detail Order
 shall be presented by the security guard to the duly authorized representative of the
 UNIVERSITY upon assumption of duty.
- 7. The security guards to be dispatched shall be subjected to the screening, evaluation and approval of **UNIVERSITY**.

- 8. The **AGENCY** shall ensure that the security guards to be dispatched shall have proper and complete training on emergency response procedure.
- 9. The AGENCY shall replace the defective equipment within 24 hours from notice.
- 10. The AGENCY shall be responsible in coordinating with the Safety, Security, Environment and Disaster Mitigation Management Office (SSEDMMO) for security concerns.

SCOPE OF SERVICE

The Security Guards provided by the **AGENCY** shall have the following duties and responsibilities:

- a. Enforce rules, regulation and policies of the UNIVERSITY.
- b. Maintain peace and order in the UNIVERSITY.
- c. Respond to any emergencies within the ISAT University Miagao Campus premises.
- d. Safety and security of personnel, student, and properties of the ISAT University Miagao Campus.
- e. Monitor/log equipment and materials which are brought in and out of the ISAT University Miagao Campus.
- f. Open and close the UNIVERSITY gates.
- g. Check I.D.s of students, faculty, and staff within the ISAT University Miagao Campus premises.
- h. Control traffic and assign parking space of vehicles inside the ISAT University Miagao Campus.
- Monitor/report suspicious activities and personalities inside the ISAT University Miagao Campus.
- j. Check visitors and issue Visitor's I.D. upon entering ISAT University Miagao Campus.
- k. Check vehicles pass of vehicle upon entering ISAT University Miagao Campus.
- I. Check /log in and out of UNIVERSITY vehicles.
- m. Put off/switch on of security and perimeter lights within the ISAT University Check visitors and issue Visitor's I.D. upon entering ISAT University Miagao Campus premises.
- n. Conduct security check on doors, windows, offices, comfort rooms, classrooms, laboratories and padlocks within ISAT University Check visitors and issue Visitor's I.D. upon entering ISAT University Miagao Campus premises after office hours.
- Report unsafe areas in the UNIVERSITY premises to the Chief Security Officer for administrative action.
- p. Crowd control during special functions, activities, and emergency situations.
- q. Prepare and submit daily Activity and Situation Report to cover all activities and incidents related to the implementation of security operations for the areas of responsibility as well as any untoward incidents that transpired during the day.
- r. Respond to all alarms and act appropriately/accordingly.
- s. Strictly abide and implement all policies of the ISAT University Miagao Campus.
- t. Perform other duties that may be assigned from time to time.

OTHER REQUIREMENTS

The security agency on its account shall provide additional services to the ISAT University, free of charge, namely:

- 1. Nightly inspection of the guards on post by designated agency inspectors;
- 2. Investigation of reports on security agency personnel irregularities in connection with their service / work, including investigation on reported losses. This task is handled by security agency investigators duly accredited by the PNP-SAGSD (former SOSIA);
- 3. Conduct of a bi-monthiy Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules, and regulations of ISAT University;
- 4. Provide in-service training program and regular / continues training / seminars of security personnel;
- Conduct by the security specialist of the security agency of a periodic review on the Security Risk Assessment of the detailed Detachment Commander, to evaluate the existing security measures and provide recommendations in case there is a need to change the security system;
- 6. In coordination with the law enforcement agencies, provide a continuous intelligence networking by soliciting / gathering of information from within the areas to detect any criminals operating near the said areas;
- 7. Proof of paid remittances from PAG-IBIG, SSS and PhilHealth or certifications/ clearances for the period of January to December 2022 issued by the said offices.
- 8. Security Plan for the following (submitted upon acceptance of Notice of Award):
 - a. Detailed measures and innovations to be undertaken to ensure that entry and exits of faculty, non-teaching personnel, students and guests are monitored, loss of equipment and valuables are minimize, and threat to property, faculty, nonteaching personnel, students and guests are secured.
 - b. For bomb threat, fire, robbery, hostage situation and natural calamities.
 - c. VIP Protocol
- Curriculum Vitae of security guards with the following information:
 - a. Resume/Bio Data with recent Photo (2x2)
 - b. Diploma or school credentials
 - c. Appropriate and relevant security training, licenses and exams
 - d. Previous work experiences

Undertaking to pay their security guards, and other private security personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

B. RESPONSIBILITY OF THE UNIVERSITY

The following shall be the responsibilities of the ISAT University Miagao Campus:

- 1. The UNIVERSITY shall grant the AGENCY authorized representative/s limited access to the ISAT University Miagao Campus premises to allow the former to perform its duties and responsibilities; provided, however, that such representative/s is/are accompanied by assigned government guard.
- The UNIVERSITY shall provide relevant documents needed by the AGENCY.
- 3. The UNIVERSITY shall recommend security measures for implementation of the Service Provider.

- 4. The UNIVERSITY shall pay the winning bidder in accordance with the conditions set forth in Section IX hereof.
- 5. The UNIVERSITY has the right to demand from the AGENCY the immediate relief of security guards who are deemed undesirable or incompetent without the benefit of formal investigation or explanation. The ISAT University shall then give a request for replacement to the AGENCY, which in turn, shall have twenty - four (24) hours from receipt if such request to provide a replacement. In all instances, the replacement should be acceptable to the UNIVERSITY.
- 6. The UNIVERSITY has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the UNIVERSITY and the AGENCY. In such instances, the Security Agency shall make the necessary corrections or alterations to the output or task to meet the minimum standards agreed
- 7. The security guards to be dispatched shall be subjected to the screening, evaluation and approval of the UNIVERSITY.
- 8. The UNIVERSITY reserves the right to ask for additional force and equipment in case of exigency and as the need arises to fully serve the security of the UNIVERSITY at no additional cost to the latter, provided the use thereof shall be limited to the existence of the exigency

ARTICLE III SALARIES AND WAGES

- 1. The UNIVERSITY shall pay the AGENCY the total amount of One Million Three Hundred Twenty Six Thousand Two Hundred Ninety Six Pesos & Forty Centavos Only (Php 1,326,296.40), Philippine currency, inclusive of VAT and applicable wage orders for the period specified therein; provided that all other taxes due the Government shall be borne by the AGENCY. Provided however, the AGENCY may opt to submit its monthly billing in accordance with the provision under may opt to submit its monthly billing in accordance with the provision under Stipulation No. 14 hereof. It being understood that the AGENCY shall fully cover payment thereof out of the amount stipulated above. The UNIVERSITY and the AGENCY, however, agree to re-negotiate the terms and conditions of this Contract in the event that a new wage order or law is passed mandating an increase in the minimum wage. Funding source for the increase shall be identified by the university.
- 2. As a pre-condition for any payment including monthly billing thereof by the UNIVERSITY to the AGENCY under this contract, the latter shall submit to the office of the Vice President for Administration and Finance a certified true copy of the Official Receipt (O.R.) and Remittance List of the previous month's payment for the SSS, Phil Health, and other benefits of the AGENCY guards assigned in the university under existing laws and regulations. It shall also submit a certification under oath that each guard assigned to the university has duly received from the agency, the corresponding wages, benefits and other compensation due them as indicated in Stipulation No. 11 hereof.
- 3. Failure of the AGENCY to submit the above-mentioned certifications earlier than fifteen (15) days prior to the date of payment by the UNIVERSITY as provided for under this contract shall be considered a violation of the terms and conditions of this Contract and shall give the UNIVERSITY the right to unilaterally rescind, revoke or terminate this Contract, or withhold payment to the AGENCY until the latter shall have complied with this provision.

- The AGENCY shall comply with the Labor Code including but not limited to provisions requiring that wages shall paid at least twice a month. Within five (5) working days from the scheduled date of payment, the Security Agency shall submit to the ISAT University proof of payment and/or remittances of the following:
 - Wages and overtime fees
 - 13th month pay of their deployed employees
 - c. Remittances to SSS, Pag-IBIG, Philhealth and BIR

The UNIVERSITY shall in no case be liable for any interest penalty or for any delayed payments of the remittances to SSS, Pag-IBIG, Philhealth and BIR.

- 5. All bid prices for the twelve (12) months duration shall be fixed and shall not be adjusted during the contract implementation, except in the following instances:
 - a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
 - b. Increase of taxes.
 - c. Increase in monthly contributions such as Philippine Health Insurance (Philhealth), Home Development Mutual Fund (Pag-IBIG), Social Security Services (SSS) and other authorized by the Philippine Government.
- 6. If during the term of the contract the UNIVERSITY sees the need to add or reduce the number of security guards, the resulting cost of the said addition ore reduction, shall in no case exceed the ABC for the relevant year.
- 7. The AGENCY shall assume full and exclusive obligation to pay directly to each guards assigned to the university under this contract.
- 8. The AGENCY shall provide full coverage of medical and risk insurance to the security guards to be deployed to the UNIVERSITY, at its own expense.

ARTICLE IV PERFORMANCE BOND

To ensure the faithful performance of this Contract, the AGENCY, upon execution of this Contract shall post a Performance Bond callable on demand, drawn in favor of the UNIVERSITY, in any of the following forms:

Form of Performance Security	Amount of Bid Security Equal to Percentage of the total Contract Price Five percent (5%)		
Cash; cashier's /manager's check, bank draft /guarantee confirmed by Universal or Commercial Bank			
Irrevocable letter of credit issued by a Universal or Commercial; provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign Bank	Five percent (5%)		
Surety Bond callable upon demand issued by a surety or insurance company duly certified to percentage of by the Insurance Commission as authorized to issue such security;	Thirty percent (30%)		
Any combination of the foregoing	Proportionate to share of form with total respect to total amount of security.		

Condition for the faithful performance of this Contract and to answer for such and ail obligations and responsibilities of the AGENCY arising out of, or in accordance with this agreement. The Performance Bond shall be released only upon termination of the Contract or any extension thereof, provided no claims have been filed against the AGENCY for violation of any of the terms and conditions of the Contract, otherwise, the Performance Bond shall remain effective and shall not be released until final disposition of the claim/s. In case of any subsisting claim, the AGENCY shall immediately take measures to continue the effectiveness and validity of the Performance Bond until the claim is finally settled.

ARTICLE V LEGAL MATTERS (LIABILITY/DISPUTE/DISCIPLINARY ACTIONS/INVESTIGATION/LITIGATION/ TERMINATION OF CONTRACTS)

- a. The AGENCY shall be responsible in matters of discipline, performance and breach of norms and conduct by the security guards so assigned. Notwithstanding, the UNIVERSITY shall at any time during the effectivity of this CONTRACT, have the right through its Chief Security Officer upon approval of the UNIVERSITY, to require the AGENCY to take immediate measures to replace any erring security guard of personnel to assigned by virtue of this CONTRACT and the AGENCY shall so comply within twenty-four (24) hours from written notice. The concerned security guard or personnel of the AGENCY who is relieved or replaced by reason of discipline, performance, or breach of contract shall no longer be qualified for assignment to the UNIVERSITY during the effectivity of this contract.
- b. The AGENCY shall jointly and severally with its security guards or personnel so assigned, be solely liable to the UNIVERSITY or to any person mentioned in Paragraph 1 hereof, for any injury or damage suffered by them, or damage to, or loss or, property during the time security coverage of the buildings, facilities, installations or other structures and their immediate premises, due to assault, installations or other structures and their immediate premises, due to assault, arson, theft, robbery, mischief or any unlawful act or negligence.

On the basis of the records of the investigation conducted by the University Security Force or any authorized investigator, with the AGENCY duly notified, the university legal officer shall determine if the guard of the AGENCY or the AGENCY was at fault or negligent or did not exercise due diligence required under the circumstances to prevent or minimize injury or damage to, or loss of property, it shall be the duty of the UNIVERSITY investigator to gather and submit to the office of the legal officer all the necessary documentary evidence including police investigation report, if any, to support any findings of negligence, if warranted on the part of the security guard and/or the AGENCY. The report of the investigator involving injury to persons or damage to, or loss of, property within the scope of the AGENCY responsibility must be submitted to the university legal officer not later than twenty-four (24) hours after the termination of each investigation.

The findings of the university legal officer shall be conclusive and binding on the **AGENCY**, unless the latter appeals to the University President within a period of TEN (10) DAYS from the time that it is notified of such decision. The decision of the University President shall be final and unappealable for the purpose of fixing responsibility for the injury, damage or loss.

c. The AGENCY shall be responsible and liable for the cost of any loss, damage, or injury that may suffered by the UNIVERSITY, its officers or employees when such loss, damage or injury is due to the fault or negligence of the AGENCY or its security guards, provided that such loss, damage, or injury is made known to the AGENCY within twenty-four (24) hours of its occurrence or discovery. This provision shall be

- including any loss, damage or injury to property belonging to the **UNIVERSITY** or any of its officers or employees.
- d. Violation of any or all of the above terms and conditions herein stipulated shall give the injured party the right to rescind, revoke, or pre-terminate this Contract, without prejudice to the filing of the appropriate court action as warranted by the circumstances against the erring party.
- e. This Contract may also be pre-terminated if the performance of the security guards of the AGENCY is found to be below par as determined by the UNIVERSITY through its Chief Security Officer and as affirmed by the Administration, unless the AGENCY can rectify the same or make the necessary changes within three (3) days from notice.
- f. In case of pre-termination of this Contract for any of the reasons cited in the preceding sections, the UNIVERSITY shall serve a written notice to the AGENCY at least thirty (30) days before the intended date of such pre-termination. All the records and logbooks used by the AGENCY pursuant to this Contract shall be voluntarily turned over to the UNIVERSITY within twenty-four (24) hours from notice of pretermination or termination thereof.
- g. In the event of any breach of the terms and conditions of this Contract by the AGENCY, or in case the UNIVERSITY, is impleaded in any litigation, initiated or brought by any of the personnel of the AGENCY, or by any third party as a consequence of the acts of the AGENCY or its personnel and the UNIVERSITY is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial forum, the AGENCY, by way of attorney's fees binds itself to pay the UNIVERSITY a sum equivalent to twenty-five (25%) of the total amount claimed, but in no case less than TEN THOUSAND PESOS ONLY (P10,000.00) aside from any and all damages and costs of litigation including other expenses to which the UNIVERSITY maybe entitled under the law.
- h. It is hereby understood that the venue for any litigation that may arise as a result of the breach of the terms and conditions of this Contract or the interpretation and the enforcement of the same shall be the proper Courts of Iloilo City.
- i. The failure of the UNIVERSITY to insist upon a strict performance of any of the terms, conditions, and covenants, hereof, shall not be deemed a relinquishment or waiver of any right or remedy that said UNIVERSITY may have, nor shall it be construed to be a waiver of any subsequent breach or default of the terms and conditions herein contained, which shall be deemed in full force and effect
- The AGENCY shall exclusively pay the costs such as the necessary notarial fees and other legal expenses incurred in the preparation of this contract.
- k. Should there be any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Iloilo City.
- In case of a court suit, the venue shall be the courts of competent jurisdiction in Iloilo City, to the exclusion of all other courts; and
- m. Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

IN WITNESS WHEREOF, the parties hereto affixed the representative in the City of Iloilo, Philippines, this	
ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)	MOUNT CARMEL SECUIRTY AGENCY, INC.
Ву:	Ву:
	emma
GABRIEL M. SALISTRE, JR., PEE, DIT	CARMELA A. QUINTOS
SUC President III	President
Signed in the Presence	e of:
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RAMON N. EMMANUEL, JR., Ph. D. Campus Administrator, ISAT U MC	Mount Carme Security Agency, Inc.
yournpus Administrator, TOAT O MO	would call good my rigoricy, me.
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Jan H	Mar
ENGR. JOEL M. PEROLINO	ANN MARIE UC. CALLYD
Head, SSEDMMO, ISATU MC	Mount Carmel Security Agency, Inc.

REPUBLIC OF THE PHILIPPINES)
City of Iloilo) S.S.
X)

ACKNOWLEDGMENT

Before	me, the undersig	ned N	ota	ry Pub	olic, in	and for the C	city of Iloilo,	on this	
day of	,	2023	in	lloilo	City,	Philippines,	personally	appeared	the
following:									

	Name	Government ID
1	GABRIEL M. SALISTRE, JR., PEE, DIT	University ID ID No. 04-0232
2	CARMELA A. QUINTOS	UMID CRN-0111-4890872-0

who are known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed of their respective principals. I further certify that the foregoing instruments related to the contract of security services consist of eleven (11) pages including this page.

IN WITNESS WHEREOF, I have set my hand and affixed my Notarial Seal at Iloilo City,

Philippines, on the date and place above written.

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