#### **CONTRACT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_\_ day of \_\_SEP\_\_2\_7\_\_2024\_, between the ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U) - MIAGAO CAMPUS, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Burgos Street, La Paz, Iloilo City, Philippines, represented herein by DR. GABRIEL M. SALISTRE JR., in his capacity as SUC President III (hereinafter called the "CLIENT") and MOUNT CARMEL SECURITY AGENCY, INC. with office address at Figueroa St., Arevalo, Iloilo City, Philippines represented by its President , MS. CARMELA A. QUINTOS (hereinafter referred to as the "SERVICE PROVIDER"):

WHEREAS, the **CLIENT** invited Bids for certain goods and ancillary services, particularly the **PROCUREMENT OF SECUIRTY SERVICES FOR THE UNIVERSITY** and has accepted the Bid of **ONE MILLION FOUR HUNDRED NINETY SIX THOUSAND FOUR HUNDRED TWENTY PESOS & TWENTY EIGHT CENTAVOS (PhP 1,496,420.28)** by the **SERVICE PROVIDER** (with Project Reference No. MC-GOODS-2024-08-16), for the execution and completion of such services and the remedying of any defects therein.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements:
    - ii. Technical Specifications:
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted:

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, that parties agree as follows:

## ARTICLE I (Staff Complement, Contract Duration, Conditions of Contract)

The services to be provided by the **SERVICE PROVIDER** to the **CLIENT** shall consist of the following and shall be in strict conformance to the security services technical specifications/terms of reference as indicated below:

### STAFF COMPLEMENT

Staff complement shall be comprised of five (5) security guards who shall have a shifting schedule of eight (8) hours a day from Mondays to Sundays, to be deployed at the University Premises located at ISAT U Miagao Campus, Miagao, Iloilo.

### **CONTRACT DURATION**

The contract for security services ("Contract") shall be for a period of twelve (12) months and is extendible on a month to month basis while **CLIENT** is procuring for new contract for the same services. The security agency ("**SERVICE PROVIDER**"), upon assumption of its duty, shall be subject to performance evaluation which shall be the basis for retention of its services.

This Contract shall be effective for a period of One (1) year from OCTOBER 1, 2024 to SEPTEMBER 30, 2025. At the option of the CLIENT, this Contract may be renewed for the same period, provided that in the absence of formal renewal upon expiration of this Contract, the same is deemed to remain in force on a month to month basis subject to termination upon thirty (30) days prior written notice by one (1) party to the other.

Notwithstanding the provisions of sub-paragraph 2 hereof, the **CLIENT** may terminate this Contract, at its sole discretion, upon thirty (30) days prior written notice to the **SERVICE PROVIDER**.

#### CONDITIONS OF CONTRACT

The following are the conditions to be complied with by the SERVICE PROVIDER:

- a. The SERVICE PROVIDER 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 SERVICE PROVIDER shall submit to the CLIENT proof of payment and/or remittances of the following:
  - Wages and overtime fees
  - 13th month pay of their deployed employees
  - Remittances to SSS, Pag-IBIG, Philhealth and BIR

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

- b. The SERVICE PROVIDER shall submit to the CLIENT its Compliance Certificate/Clearance from the DOLE and NLRC Certificate, stating that it is duly registered as legitimate contractor.
- c. The SERVICE PROVIDER shall require the designated security guards to always be neat and in proper uniform.

- d. The SERVICE PROVIDER 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 Head of the Safety, Security, Environment and Disaster Mitigation Management Office (SSEDMMO) and Chief Security Officer of ISAT U Miagao Campus. 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 CLIENT.
- e. The CLIENT has the right to demand from the SERVICE PROVIDER the immediate relief of security guards who are deemed undesirable or incompetent without the benefit of formal investigation or explanation. The CLIENT shall then give a request for replacement to the SERVICE PROVIDER, 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 CLIENT.
- f. The CLIENT has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the CLIENT and the SERVICE PROVIDER. In such instances, the SERVICE PROVIDER shall make the necessary corrections or alterations to the output or task to meet the minimum standards agreed on.
- g. The SERVICE PROVIDER shall provide full coverage of medical and risk insurance to the security guards to be deployed to the CLIENT, at its own expense.
- h. The **SERVICE PROVIDER** shall provide the following minimum equipment to the Security Guards, supported with photocopies of valid licenses and Certification from the **SERVICE PROVIDER** that these equipment are existing and that they pledge to provide the equipment upon deployment:
  - h.1 Firearms with updated licenses' by the PNP Firearms and Explosive Division:
    - h.1.a. Hand gun with corresponding rounds of ammunition.
    - i. 9mm, its equivalent or higher caliber 1 pc each guard.
    - ii. Shotguns, 12 gauge with emergency rounds of ammunition 1pc.
  - h.2 Communication Radios with updated license issued by the NTC.
  - h.3 Other essential security paraphernalia for each deployed security guard:
    - i. Night sticks for each security guard on duty.
    - ii. Handcuffs
    - iii. Whistle
    - iv. Flashlight with batteries
    - v. Raincoat and rubber boots
    - vi. Traffic vests
    - vii. Side Bag with First Aid Kits
    - viii. Metal Detector
    - ix. Under chassis mirror

- 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:
  - i.1 Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
  - i.2 Increase of taxes.
  - i.3 Increase in monthly contributions such as Philippine Health Insurance (Philhealth), Home Development Mutual Fund (PagIBIG), Social Security Services (SSS) and other authorized by the Philippine Government.
  - i.4 If during the term of the contract the CLIENT 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.
- j. The SERVICE PROVIDER shall be responsible and liable for the cost of any loss, damage, or injury that may suffered by the CLIENT, its officers or employees when such loss, damage or injury is due to the fault or negligence of the SERVICE RPOVIDER or its security guards, provided that such loss, damage, or injury is made known to the SERVICE RPOVIDER within twenty-four (24) hours of its occurrence or discovery. This provision shall be includes any loss, damage or injury to property belonging to CLIENT or any of its officers or employees.
- k. The SERVICE PROVIDER shall be issuing a Duty Detail Order for security guards to be assigned to the CLIENT, including relievers and replacements. The Duty Detail Order shall be presented by the security guard to the duly authorized representative of the CLIENT upon assumption of duty.
- The security guards to be dispatched shall be subjected to the screening, evaluation, and approval of CLIENT.
- m. The SERVICE PROVIDER shall ensure that the security guards to be dispatched shall have proper and complete training on emergency response procedure.
- n. The SERVICE PROVIDER shall be responsible in coordinating with the Chief Security Officer and the Safety, Security, Environment and Disaster Mitigation Management Office for security concerns.

### ARTICLE II (Scope of Services)

- Enforce rules, regulation, and policies of the CLIENT.
- Maintain peace and order in the University.
- Respond to any emergencies within the CLIENT'S premises.
- Safety and security of personnel, student, and properties of the CLIENT.
- Monitor/log equipment and materials which are brought in and out of the University.
- Open and close the University gates.
- Check I.D.s of students, faculty, and staff within the CLIENT'S premises.
- Control traffic and assign parking space of vehicles inside the University.
- Monitor/report suspicious activities and personalities inside the University.
- Check visitors and issue Visitor's I.D. upon entering University.
- Check vehicles pass of vehicle upon entering University.
- Check /log in and out of University vehicles.

- Put off/switch on of security and perimeter lights within the CLIENT'S premises.
- Conduct security check on doors, windows, offices, comfort rooms, classrooms, laboratories and padlocks within the CLIENT'S premises.
- Report unsafe areas in the University premises to the Chief Security Officer for administrative action.
- Crowd control during special functions, activities, and emergency situations.
- 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.
- Respond to all alarms and act appropriately / accordingly.
- · Strictly abide and implement all policies of the University.
- Perform other duties that may be assigned from time to time.

# ARTICLE III (Qualification of Security Guards and SERVICE PROVIDER)

The following are the qualification of the Security Guards and Security Agency:

### A. Qualifications of Security Guards

Every security guard assigned to the CLIENT possesses the following qualifications:

- 1. Must be a Filipino Citizen.
- 2. At least 2<sup>nd</sup> year college or should have earned at least 72 units in college and/or high school graduate with adequate knowledge in communicating skills.
- 3. Should have at least one (1) year of relevant experience as a security guard or its equivalent.
- 4. Must be physically and mentally fit, at least 5'0" tall and be at least 21 years old and not more than 50 years old.
- 5. Must have passed and undergone regular security service training, psychological evaluation test, neuro psychiatric examination and drug test. The security guard must submit results taken within the last six (6) months.
- 6. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts.
- 7. Must be duly licensed and properly screened and cleared by PNP, NBI and other government offices issuing clearances for employment (submit certificate / clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation).
- 8. Must have relevant training on emergency response (submit a certificate of attendance / participation).
- 9. Capable of assimilating written and / or oral instructions in Hiligaynon, Filipino and English and can render intelligible person.
- 10. Must be in proper uniform and maintain good grooming (preferably military haircut in male).

### B. Qualifications of **SERVICE PROVIDER**

The bidder must be:

- 1. Be a member of PADPAO or any other association duly recognized by the PNP-CSG-SOSIA and licensed to operate by the latter.
- 2. Have been engaged in the business for at least five (5) years.
- 3. Have at least one (1) completed similar contract with a government agency within three (3) years prior to the deadline of submission and opening of bids.
- 4. Have at least fifty (50) security guards deployed per year from 2019 to 2023.
- 5. Have a good reputation as attested by previous / current clients.

# ARTICLE IV (Qualification of Security Guards and SERVICE PROVIDER)

#### A. PRE - DEPLOYMENT PHASE

In coordination with CLIENT and the outgoing SECURITY PROVIDER, the incoming SECURITY PROVIDER shall organize an advance team who will conduct a pre – deployment orientation onsite. At the expense of the winning bidder, the said advance team shall render duties side by side with the personnel of the outgoing SECURITY PROVIDER two (2) days before the formal assumption.

#### B. SERVICE TAKE OVER / DEPLOYMENT PHASE

- A minimum of eight (8) hours before expiration of the security contract of the outgoing SECURITY PROVIDER, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the Security Supervisor. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with their new assignments.
- 2. With the consent of the officers of both parties, staff of the outgoing SECURITY PROVIDER shall pass through the security searching and frisking procedures upon their departure from the premises of CLIENT. All office equipment, furniture, paintings, vehicles, and other items with significant value that is to be brought outside the CLIENT'S compound shall accompanied by GATE Pass issued by the Administrative Officer.
- Authorized representative of the outgoing SECURITY PROVIDER shall be required to make proper endorsement of accountability to the authorized representative of the incoming SECURITY PROVIDER in the presence of the Security Coordinator prior to their departure.
- 4. A list of incoming security personnel who will take over duties at the University together with their individual bio data and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted three (3) days in advance to the SSEDMM Office for his scrutiny and approval.
- During the actual takeover of duties at the University, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming SECURITY PROVIDER.
- 6. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Specification) and all necessary documents such as duty detail order, guards license, copy of firearms license, and individual company ID.

#### C. LOGISTICS

- SECURITY PROVIDER shall provide the security force with the minimum equipment required under the bidding rules such as firearms, VHF radios and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of University.
- 2. The **SECURITY PROVIDER** shall also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

### D. ADMINISTRATION

- 1. Organizational Structure
- 2. Shifting Schedule
- 3. Cost Distribution per month
- Regular quarterly meeting with the Client or as necessary

- 5. Announced and unannounced visit / inspection will be conducted.
- 6. Client

### ARTICLE V (Other Requirements)

The **SECURITY PROVIDER** on its account shall provide additional services to the **CLIENT**, free of charge, namely:

- 1. Nightly inspection of the guards on post by designated agency inspectors.
- 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-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules, and regulations of **CLIENT**.
- 4. Provide in-service training program and regular / continues training / seminars of security personnel.
- 5. 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 June 2024 issued by the said offices.
- 8. Security Plan for the following (to be submitted by the winning bidder 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, non-teaching personnel, students and guests are secured.
  - b. For bomb threat, fire, robbery, hostage situation and natural calamities.
  - c. VIP Protocol
- 9. 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
- 10. Undertaking to pay their security guards and other private security personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

Security Plan shall take effect immediately after a security agency shall have been awarded the contract and the Notice to proceed rendering the security services for the Iloilo Science and Technology University.

# ARTICLE VI (Responsibilities of Iloilo Science and Technology University as CLIENT)

The following shall be the responsibilities of the **CLIENT**:

 Shall grant the SERVICE PROVIDER authorized representative/s limited access to the CLIENT'S premises to allow the former to perform its duties and responsibilities; provided, however, that such representative/s is/are accompanied by assigned government guard.

- Shall provide relevant documents needed by the SERVICE PROVIDER.

  Shall pay the winning hidder in accordance with the conditions set forth
- Shall pay the winning bidder in accordance with the conditions set forth in Section IX hereof.

## ARTICLE VII (Liquidated Damages)

- 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
- Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

# ARTICLE VIII (Confidentiality Clause)

- All information, data and documents concerning the business and affairs of the CLIENT
  which are classified as confidential shall be treated with extreme secrecy by the
  SERVICE PROVIDER, Officers / Guards; and shall not be communicated or disclosed
  to any person or entity without prior written clearance from the CLIENT.
- In the event that the SERVICE PROVIDER fails to comply with this Confidentiality Clause the CLIENT shall have the option to apply pertinent provisions of R.A. 5487 and other applicable charges without prejudice to the filing of criminal charges.
- In the event that the disclosure of confidential information and on documents is made by the SERVICE PROVIDER to any person or entity after the termination of this contract with the CLIENT, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.
- The CLIENT may require the SERVICE PROVIDER or any of its security guards to enter into a Non disclosure Agreement that shall further specify the confidentiality obligations of the SERVICE PROVIDER or any of its security guards.

# ARTICLE IX (Contract Rate and Payment Scheme)

- 1. The CLIENT agrees to pay the SERVICE PROVIDER the monthly contract rate of TWENTY FOUR THOUSAND NINE HUNDRED FORTY PESOS AND THIRY FOUR CENTAVOS (Php 24,940.34) per guard for eight (8) hours duty seven (7) days a week including Saturdays, Sundays and holidays or a total of ONE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED ONE PESOS AND SIXTY NINE CENTAVOS (Php 124,701.69) per month for the five (5) guards or a total of ONE MILLION FOUR HUNDRED NINETY SIX THOUSAND FOUR HUNDRED TWENTY PESOS AND TWENTY EIGHT CENTAVOS (Php 1,496,420.28) for twelve (12) months. The Cost Distribution hereto attached marked as Annex "A".
- 2. The SERVICE PROVIDER shall bill the CLIENT every 15<sup>th</sup> and last day of the month. The CLIENT shall pay the SERVICE PROVIDER upon submission of billing statement, together with duly accomplished service and report forms and other documentary requirements including the following:
  - a. A copy of the payroll evidencing payment of salaries made;
  - A certification under oath that the same has been paid to the security personnel;
     and

c. A quarterly remittance report indicating the total contributions paid for the account of its necessary personnel on SSS, PhilHealth, Pag-ibig and BIR.

All duly accomplished documentary requirements will be forwarded to Iloilo Science and Technology University (ISAT U) Miagao Campus. The CLIENT can suspend the payment to the SERVICE PROVIDER in case of non-compliance of the above requirements.

### **ARTICLE X** (Other Conditions)

- 1. In the event of a suit arising from this Contract, the Parties hereto agree that the venue of action shall be the courts of competent jurisdiction in Iloilo City, to the exclusion of all other courts.
- 2. It is expressly understood and agreed that the persons to be assigned by the SERVICE PROVIDER to perform the services called under this Contract shall remain to be the employees of the SERVICE PROVIDER: As such, the SERVICE PROVIDER warrants that it shall fully and faithfully comply with all laws, rules and regulations, the observance of labor standard provisions under the Labor Code, as amended, and the Social Security Act, including minimum wage, 13th month pay, service incentive leaves, SSS/Medicare/PhilHEALTH/ECC/Pag-IBIG Premium contributions and other such mandatory benefits should there be any law passed increasing the minimum wage of requiring additional compensation in any form, the agreed consideration shall be equitably adjusted without further negotiation.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

By:

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)

By:

GABRIEL M. SALISTRE JR., PEE, DIT SUC President III

MOUNT CARMEL SECURITY AGENCY, INC

**CARMELA A. QUINTOS** 

President

WITNESSETH:

RAMON N. EMMANUEL, JR., Ph. D.

Campus Administrator, ISAT U MC

Head, Administrative and Finance Services

REPUBLIC OF THE PHILIPPINES:		
CITY OF ILOILO	:	S.S
x	X	

#### **ACKNOWLEDGMENT**

	to establish their identities, to wit.			
	Name	Government ID	Place Issued	Date Issued
1	GABRIEL M. SALISTRE JR., PEE, DIT	ID NUMBER 04-0232	ISAT UNIVERSITY ILOILO CITY	05 August 2023
2	CARMELA A. QUINTOS	UMID CRN- 0111-4890872-0	ILOILO CITY	

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free, voluntary act and deed as well as the voluntary act of the institution / agencies they represent.

The instrument consists of ten (10) pages including this page wherein this acknowledgement is written and duly signed by the parties and their witnesses on each and every page hereof.

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

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 2024

Notary Public

TITY IGMEDIOS, PRADO, JR.

NOTARY PUBLIC FOR THE LITERAYD PROVINCE
OF ALITHUM LITERATOR PROVINCE
TIN 117-355-747

MEZZANINE FLOOR, RED PLAZA BUILDING
JM BASA ST., ILOILO CITY (033) 326-48-92