Contract No. ISAT U 2022-01-01

CONTRACT (PROVISION OF SECURITY GUARDS)

KNOW ALL MEN BY THESE PRESENTS:			
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This CONTRACT is made and entered into this	day AN 3 1	ZUZZ	20 in
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the Gitypfo CITY Philippines by and an	nonast:		

THE ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT-U) a State University created by virtue of Republic Act No. 10595 located at Burgos Street, La Paz, Iloilo City herein represented by DR. RAUL F. MUYONG 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 ABANILLA QUINTOS, hereinafter referred to as the "AGENCY".

Collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the UNIVERSITY 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, trespass, arson, theft, robbery, mischief, or other unlawful acts and negligence located at the ISAT-U Main Campus, Burgos St. La Paz, Iloilo City;

WHEREAS, the AGENCY shall provide three (3) 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 at the Entrance Gate, Cashier's Lobby, Exit (at the side of the ATM Machine), Back Gate (San Nicolas), HRT Gate, P.E., Mini Hotel Gate, Entrance (New Site Gate), Research Hub, Mechanical Engineering Building, College of Industrial Technology Area, University Library Area and other areas as needed within the University Premises located at Burgos Street, La Paz, Iloilo City.

WHEREAS, the UNIVERSITY conducted a Small Value Procurement for the Provision of Security Guards thru three (3) 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 three (3) 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.
 - Revolver 38 caliber, its equivalent or higher caliber 1 pc each guard.
 - ii. Shotguns, 12 gauge with emergency rounds of ammunition 1pcs.
- 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 Responsive Bidder:

WHEREAS, based on the recommendation of the Bids and Awards Committee (BAC), the Head of the Procuring Entity awards this contract amounting to Seven Hundred Twenty Four Thousand Nine Hundred Thirty One and 28/100 (P724,931.28) to the Agency, Mount Carmel Security Agency, Inc.;

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;

ARTICLE ((Contract Documents)

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. SVP 2021-154
- (3) Project Procurement Management Plan
- (4) Bids and Awards Committee Resolution No.161 s. 2021
- (5) PhiliGEPS Posting, Cert. of Posting
- (6) Canvass Paper

- (7) Abstract of Canvass
- (8) BAC Resolution to Award
- (9) PhiliGEPS Posting, Cert. of Posting
- (10) Contract No. ISAT-U-2022-01-01
- (11) Notice to Proceed

ARTICLE II (TERMS AND CONDITIONS)

NOW, THEREFORE, the UNIVERSITY and the AGENCY for and in consideration of the above premises and the mutual covenants hereinafter provided, do hereby agree to the following terms and conditions:

- 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:
 - a. Wages and overtime fees
 - b. 13th month pay of their deployed employees
 - c. Remittances to SSS, Pag-IBIG, Philhealth and BIR

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

- 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.
- 4. 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.
- 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 Security 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 on.
- 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.
- 8. 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 include any loss, damage or injury to property belonging to the UNIVERSITY or any of its officers or employees.
- 9. 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.
- 10. The security guards to be dispatched shall be subjected to the screening, evaluation and approval of the **UNIVERSITY**.
- 11. The AGENCY shall ensure that the security guards to be dispatched shall have proper and complete training on emergency response procedure.
- 12. The AGENCY shall be responsible in coordinating with the Safety, Security, Environment and Disaster Mitigation Management Office for security concerns.

ARTICLE III (SCOPE OF SERVICES)

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

- a. Enforce rules, regulation and policies of the ISAT University.
- b. Maintain peace and order in the ISAT University.
- c. Respond to any emergencies within the ISAT University premises.
- d. Safety and security of personnel, student and properties of the ISAT University.
- e. Monitor/log equipment and materials which are brought in and out of the ISAT University.
- f. Open and close the University gates.

- g. Check I.D.s of students, faculty and staff within the ISAT University premises.
- h. Control traffic and assign parking space of vehicles inside the ISAT University.
- Monitor/report suspicious activities and personalities inside the ISAT University.
- j. Check visitors and issue Visitor's I.D. upon entering ISAT University.
- k. Check /log in and out of University vehicles.
- I. Put off/switch on of security and perimeter lights within the ISAT University premises.
- m. Conduct security check on doors, windows, offices, comfort rooms, classrooms, laboratories and padlocks within ISAT University premises after office hours.
- n. Report unsafe areas in the University premises for administrative action.
- Crowd control during special functions, activities and emergency situations.
- p. 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.
- q. Respond to all alarms and act appropriately / accordingly.
- r. Strictly abide and implement all policies of the ISAT University.
- s. Perform other duties that may be assigned from time to time.

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'S 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.

ARTICLE V (SALARIES AND WAGES)

 The AGENCY shall assume full and exclusive obligation to pay directly to each guards assigned to the university under this contract.

- 2. The UNIVERSITY shall pay the AGENCY the total amount of Seven Hundred Twenty Four Thousand Nine Hundred Thirty One and 28/100 (P724,931.28), 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 renegotiate 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.
- 3. 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.
- 4. 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.

ARTICLE VI (PERFORMANCE BOND)

To ensure the faithful performance of this Contract, the **SERVICE 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	
Cash; cashier's /manager's check, bank draft/guarantee confirmed by		
Universal or Commercial Bank	Five percent (5%)	

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 all 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 VII (Other Covenants)

- a. 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.
- b. This project is good for three (3) years but the Contract is renewable every year subject to the evaluation of the performance of the AGENCY by the UNIVERSITY.
- c. 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.
- d. 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 pretermination. All the records and logbooks used by the AGENCY pursuant to this Contract shall be voluntarily turned over to the UNIVERSITY within twentyfour (24) hours from notice of pre-termination or termination thereof.

OHADON TO CALEANO JETTE LINE S. CASTAL Agency Representative

WWW CARMELA A. QUINTOS Agency President



A. SALISTRE, JR., D.I.T.



- The UNIVERSITY shall pay the AGENCY the total amount of Seven Hundred Twenty Four Thousand Nine Hundred Thirty One and 28/100 (P724,931.28), 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 renegotiate 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.
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Form of Performance Security	Amount of Bid Security
	Equal to Percentage of the total Contract Price
Cash; cashier's /manager's check, bank draft/guarantee confirmed by Universal or Commercial Bank	Five percent (5%)

- e. This CONTRACT shall take effect on February 1, 2022 and shall be valid for a definite period of ONE (1) YEAR or up to January 31, 2023, It is hereby understood that no hold-over 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.
- f. 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.
- g. 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.
- h. 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.
- i. The AGENCY shall exclusively pay the costs such as the necessary notarial fees and other legal expenses incurred in the preparation of this contract.

IN WITNESS WHEREOF, the Parties her instrument through their duly authorized r, 2022 in the City of Iloilo, Philippine	epresentatives on the day of
ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY	MOUNT CARMEL SECURITY AGENCY, INC.
Ву:	Ву:
RAUL F. MUYONG Ed. D. SUC President III	CARMELA A. QUINTOS President
Signed in the pre	esence of:
GABRIEL M. SALISTRE, JR., D.I.T. VP, Administration and Finance	

ENGR. CHRISTIAN D. MISOLA Director, SSEDMMO

REPUBLIC OF THE PHILIPPINES:			
CITY OF ILOILO		:	S.S
X	_		- X

ACKNOWLEDGMENT

Before me, a Notary Public, in the City of Iloilo, this ____ day of JAN 3 1 2022 ___, 202__ personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Name	Government ID	Place Issued	Date Issued
1	RAUL F. MUYONG. Ed. D.	Passport No. 0686746B	<u>DFA Iloilo</u>	15 Feb 2019
2	CARMELA A. QUINTOS	CCI 2019	ILDILDCTIS	DONAL GOLL

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.

Doc No. //O; Page No. 35; Book No. ///; Series of //O; AS HELVE M. NO. 37 PE CATS D 2022

AS HELVE M. NO. 37 PE CATS D 222 222

EP UCHS 167 1/3/2022/ ILCILO CITY

PTR 7686659/ 1/3/2022/ ILCILO CITY

NOT. REG. NO. 74/ ROLL NO. 23533

MCLE VII: CERTIFICATION ON PROCESS

TIN NO. 117-355-747