

**CONTRACT  
(PROVISION OF SECURITY GUARDS)**

**KNOW ALL MEN BY THESE PRESENTS:**

This CONTRACT is entered into this NOV 25 2022, 2022 at Iloilo City, Philippines by and between:

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, Philippines, herein represented by **DR. RAUL F. MUYONG**, herein referred to as the "ISAT U"

-and-

**STELSEN SECURITY AGENCY CORPORATION**, a private corporation organized and existing under the laws of the Republic of the Philippines, with office address at Unit 41 Legaspi Suites, 178 Salcedo Street, Makati City, Philippines, represented herein by its President, **MR. MANUEL GLEEN R. SUNGA** hereinafter referred to as "SERVICE PROVIDER".

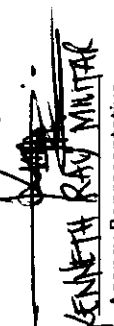
**WITNESSETH:**

**WHEREAS**, the **ISAT U** desirous to provide 24-hour security /protection for its constituents /guests, visitors, physical assets ,properties, facilities and immediate premises as well as all vehicles parked in the said premises, from injuries, damages, losses arising from assault, trespass, theft ,mischief ,or other unlawful acts of negligence located at the ISAT U Main Campus, Burgos St., La Paz, Iloilo City.

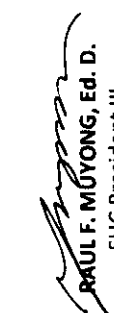
**WHEREAS**, the **ISAT U** conducted a public bidding for the Procurement of Security Guards thru Twenty Five (25) uniformed Guards for twelve months and is extendible on a month to month basis while ISAT U is procuring for a new contract for the same services wherein **SERVICE PROVIDER** offered the lowest bid;

**WHEREAS**, the **ISAT U** shall provide Twenty Five (25) uniformed guards with license, fully vaccinated ,physically and mentally fit for the protection of the **ISAT U**, the personnel, guests and properties as well as 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 **SERVICE PROVIDER** the 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. Handgun with corresponding rounds of ammunition.
  - b. Revolver 38 caliber, its equivalent or higher calibre 1 pc each guard.
  - c. Shotguns, 12 gauge with emergency rounds of ammunition- 1pc.
2. VHF Handheld Radios with updated license issued by the NTC.
3. Other essential Security paraphernalia for each deployed security guard:
  - a. Night Sticks for each security
  - b. Handcuffs
  - c. Whistle
  - d. Flashlight with batteries
  - e. Raincoat and rubber boots
  - f. Traffic vest
  - g. Metal Detector
  - h. Side Bag with First aid Kit
  - i. Under mirror chassis

  
**KENNETH RAY MINTAR**  
Agency Representative

  
**MANUEL GLEEN R. SUNGA**  
President

  
**RAUL F. MUYONG, Ed. D.**  
SUC President III

  
**GABRIEL M. SALISTRÉ, JR., D.I.T.**  
VP, Administration and Finance

  
**ENG. CHRISTIAN D. MISOLA**  
Director, SSEDMMO

**WHEREAS**, after the post evaluation, validation and verification of the eligibility , technical and financial documents submitted by the **SERVICE PROVIDER, STELSEN SECURITY AGENCY CORPORATION** was declared as the Lowest Calculated and Responsive Bidder;

**WHEREAS**, bases on the recommendation of the Bids and Awards Committee (BAC), the ISAT U Board of Regents awarded to the lowest and responsive bidder the contract in the amount of **SEVEN MILLION SEVENTY EIGHT THOUSAND FOUR HUNDRED TWENTY FOUR PESOS AND FORTY FOUR CENTAVOS ONLY (P7,078,424.44)**;

**WHEREAS**, the **SERVICE PROVIDER** is willing to undertake and comply with the requirements desired by the **ISAT U** in accordance with the terms and conditions herein set forth as well as to implement its commitments offered to the **ISAT U**;

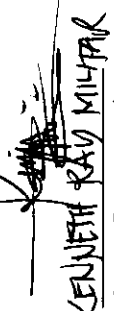
**NOW, THEREFORE**, the **ISAT U** and the **SERVICE PROVIDER** for in and in consideration of the above premises and the mutual covenants hereinafter provided, do hereby agree as follows:

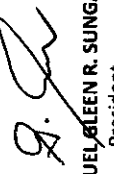
The following documents shall constitute integral parts of this Contract, as full to all intents and purposes, as if the contents thereof are incorporated an set forth herein.

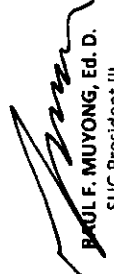
- (1) Annual Procurement Plan
- (2) Purchase Request No. SVP 2022-05-039
- (3) Project Procurement Management Plan
- (4) Pre-Procurement Conference
- (5) Invitation to Bid
- (6) PhilGEPs Posting, Cert of Posting
- (7) Letter of Intent
- (8) Letter to Observers
- (9) Minutes, Pre-bid Conference
- (10) Bid Bulletin
- (11) Bidders Eligibility and Technical Documents
- (12) Bid Security
- (13) Bidders Financial Documents
- (14) BAC Checklist of Eligibility and Technical Documents
- (15) Minutes of Bid Opening
- (16) Abstract of Bids as Read
- (17) Bid Evaluation Report per Bidder
- (18) Summary of Bid Evaluation
- (19) Abstract of Bids as Calculated
- (20) Notice of Evaluation
- (21) Notice to Conduct Post Qualification
- (22) Post Qualification Documents
- (23) Post Qualification Evaluation Report
- (24) Notice of Post Qualification
- (25) BAC Resolution to Award
- (26) Notice of Award, PhilGEPs Certificate of Posting
- (27) Performance Bond
- (28) Contract No. 2022-11-12

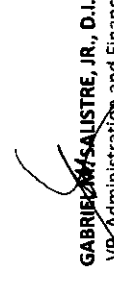
**ARTICLE I**  
**(Term and Validity)**


This contract shall take effect on **December 1, 2022** and shall be valid for a definite period of One (1) Year or up to **November 30, 2023**. It is hereby understood that no hold over or extension shall be allowed unless expressly agreed upon in writing by the **ISAT U** and communicated to the **SERVICE PROVIDER** herein at least sixty (60) days before the

  
**KENNETH RAY MILNAR**  
Agency Representative

  
**MANUEL ALEEN R. SUNGA**  
President

  
**PAUL F. MUYONG, Ed. D.**  
SUC President III

  
**GABRIEL SALISTRÉ, JR., D.I.T.**  
VP, Administration and Finance


  
**ENGR. CHRISTIAN G. MISOLA**  
Director, SSEDMMO

expiration of the contract, provided that in case an emergency situation arises within sixty (60) days period prior to the expiration date, as short period to notify any or both of the **SERVICE PROVIDER** about any such hold-over or extension, shall be done by the **ISAT U**.


**ARTICLE II**  
(Duties and Responsibilities)

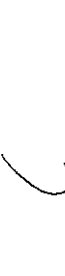
**A. RESPONSIBILITY OF THE SERVICE PROVIDER**


1. The **SERVICE PROVIDER** shall submit to the **ISAT U** its compliance certificate/clearance from the DOLE and NLRC certificate stating that it is duly registered as legitimate contractor.
2. The **SERVICE PROVIDER** 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 **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 the 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 **ISAT U** 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 **ISAT U**.
4. The **SERVICE PROVIDER** shall provide twenty five (25) security guards for the protection of the **ISAT U**, 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 Nicholas),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.
5. The **SERVICE PROVIDER** shall have direct supervision and control over the security guards and personnel assigned under this Contract, but the **ISAT U**, though its Chief, Security Officer shall be consulted on security matters.
6. The **SERVICE PROVIDER** shall be issue a Duty Detail Order for security guards to be assigned to the **ISAT U**, including relievers and replacements. The Duty Detail Order shall be presented by the security guard to the duty authorized representative of the **ISAT U** upon assumption of duty.
7. The security guards to be dispatched shall be subjected to the screening, evaluation and approval of **ISAT U**.
8. The **SERVICE PROVIDER** shall ensure that the security guards to be dispatched shall have proper and complete training on emergency response procedure.
9. The **SERVICE PROVIDER** shall be replace the defective equipment within 24 hours from notice.

  
**KENNETH RAY MILTAX**  
Agency Representative

  
**MANUEL GLEEN R. SUNGA**  
President

  
**PAUL F. MUYONG, Ed. D.**  
SUC President III

  
**GABRIEL M. SASTRE, JR., D.I.T.**  
VP, Administration and Finance

  
**ENGR. CHRISTIAN D. MISOLA**  
Director, SSEDMMO

10. The **SERVICE PROVIDER** shall be responsible in coordinating with the Safety, Security, Environment and Disaster Mitigation Management Office for security concerns.

**SCOPE OF SERVICE**

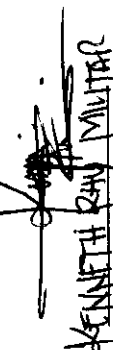
The Security Guards provided by the **SERVICE PROVIDER** shall have the following duties and responsibilities:


- a. Enforce rules, regulation and policies of the ISAT U.
- b. Maintain peace and order in the ISAT U.
- c. Respond to any emergencies within the ISAT U premises.
- d. Safety and security of personnel, student and properties of the ISAT U.
- e. Monitor/log equipment and materials which are brought in and out of the ISAT U.
- f. Open and close the university gates.
- g. Check IDs of students, faculty and staff within the ISAT U premises.
- h. Control traffic and assign parking space of vehicles inside the ISAT U.
- i. Monitor/report suspicious activities and personalities inside the ISAT U.
- j. Check visitors and issue visitor's I.D. upon entering ISAT U.
- k. Check/log in and out of university vehicles.
- l. Put off/switch on of security and perimeter lights within the ISAT U premises.
- m. Conduct security check on doors, windows offices, comfort rooms, classrooms, laboratories and padlocks within ISAT U premises after office hours.
- n. Report unsafe areas in the university premises for administrative action.
- o. 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 U.
- s. Perform other duties that may be assigned for time to time.


**OTHER REQUIREMENTS**


The **SERVICE PROVIDER** on its account shall provide additional services to the ISAT U, 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-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules and regulations of ISAT U.
- 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 of the Security Risk Assessment of the detailed Detachment Commander ,to

  
**KENNETH R. MULAR**  
 Agency Representative

  
**MANUEL GLEEN R. SUNGA**  
 President

  
**PAUL F. MUYONG, Ed. D.**  
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**GABRIEL M. SASTRE, JR., D.I.T.**  
 VP Administration and Finance

  
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evaluate the existing security measures and provide recommendations in case there is a need to change the security system.

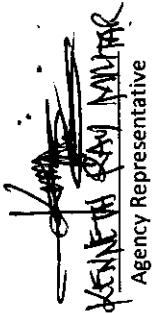
6. In coordination with the law enforcement agencies, provide a continuous intelligence networking by soliciting /gathering of information from within the areas to detect any criminal operating near the said areas;
7. Proof of paid remittances from PAG-IBIG, SSS and Phil health or certifications / Clearances for the period of January to December 2021 issued by the said offices.
8. Security Plan for the following (submitted upon acceptance of Notice to Award):
  - a. Detailed measure and innovations to be undertaken to ensure that the entry and exist of faculty , non-teaching personnel, students and guests are monitored ,loss of equipment and variables are minimize and threat to property, faculty, non-teaching personnel , students and guests are secured.
  - b. For bomb threat, fore, robber, 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

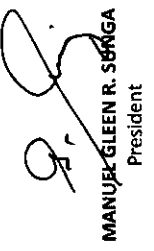
Undertaking to pay their security guards and other private security personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

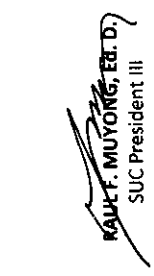
**B. RESPONSIBILITY OF THE UNIVERSITY**

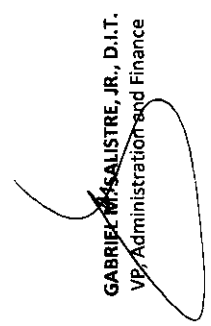
The following shall be the responsibilities of the **ISAT U**:


1. The **ISAT U** shall grant the Security Agency's authorized representative /s limited access to the ISAT U premises to allow the former to perform its duties and responsibilities; provided, however, that such representative /s is/are accompanied by assigned government guard.
2. The **ISAT U** shall provide relevant documents needed by the **SERVICE PROVIDER**.
3. The **ISAT U** shall recommend security measures for implementation of the **SERVICE PROVIDER**.
4. The **ISAT U** shall pay the winning bidder in accordance with the conditions set forth in Section IX hereof.
5. The **ISAT U** 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 **ISAT U** shall the give a request for replacement to the **SERVICE PROVIDER**, which I 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 **ISAT U**.
6. The **ISAT U** has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the **ISAT U** and the **SERVICE PROVIDER**. In such instances, the **SERVICE PROVIDER** shall

  
Agency Representative

  
MANUEL GLEEN R. SORAGA  
President

  
MALET F. MUYONG, Ed. D.  
SUC President III

  
GABRIEL M. SALUSTRE, JR., D.I.T.  
VP, Administration and Finance

  
ENGR. CHRISTIAN D. MISOLA  
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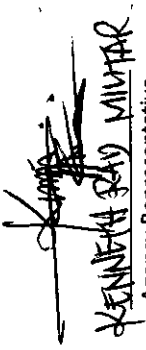
make the necessary corrections or alterations to the output or task to meet the minimum standards agreed on.

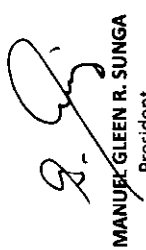
7. The security guards to be displaced shall be subjected to the screening evaluation and approval of the **ISAT U**.
8. The **ISAT U** reserves the right to ask for additional force and equipment in case of exigency and as the need arises to fully serve the security of the **ISAT U** at no additional cost to the latter, provided he use thereof shall be limited to the existence of the exigency.

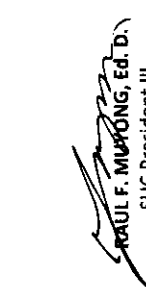
**ARTICLE III**  
(Salaries and Wages)

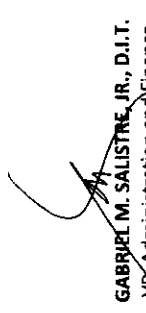
1. The **ISAT U** shall pay the **SERVICE PROVIDER** the total amount of **SEVEN MILLION SEVENTY EIGHT THOUSAND FOUR HUNDRED TWENTY FOUR PESOS AND FORTY FOUR CENTAVOS ONLY (Php 7,078,424.44)**, Philippine currency, inclusive vat and applicable wage orders for the period specified therein; provided that all other taxes due the Government shall be borne by the **SERVICE PROVIDER**. Provided however, the **SERVICE PROVIDER** may opt to submit its monthly billing in accordance with the provision under Stipulation No.14 hereof. It being understood that the **SERVICE PROVIDER** shall fully cover payment thereof out of the amount stipulated above. The **ISAT U** and the **SERVICE PROVIDER**, however, agree to re-negotiate 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 **ISAT U** to the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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 receive from the agency, the corresponding wages, benefits and other compensation due them as indicated in Stipulation No. 11 thereof.
3. Failure of the **SERVICE PROVIDER** to submit the above-mentioned certifications earlier than fifteen (15) days prior to the date of payment by the **ISAT U** as provided for under this contract shall be considered a violation of the terms and conditions of this Contract and shall give the **ISAT U** the right to unilaterally rescind, revoke or terminate this Contract, or withhold payment to the **SERVICE PROVIDER** until the latter shall have complied with this provision.
4. The **SERVICE PROVIDER** shall comply with the Labor Code including but not limited to provision 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 U** university proof of payment and / or remittances of the following:
  - a. Wages and overtime fees
  - b. 13<sup>th</sup> month pay of their deployed employees
  - c. Remittances to SSS, Pag-IBIG , Philhealth and BIR

The **ISAT U** 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.

  
KENNETH RAY MUNTAR  
Agency Representative

  
MANURE GLEEN R. SUNGA  
President

  
RAUL F. MUPONG, Ed. D.  
SUC President III

  
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VP, Administration and Finance

  
ENGR. CHRISTIAN D. MISOLA  
Director, SSEDMMO

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 (Phil Health), Home Development Mutual Fund (Pag-IBIG), Social Security Services (SSS) and other authorized by the Philippine Government.
6. If during the term of contract the ISAT University sees the need to add or reduce the number of security guards, the resulting cost of the said addition or reduction, shall in no case exceed the ABC for the relevant year.
7. The **SERVICE PROVIDER** shall assume full and exclusive obligation to pay directly to each guards assigned to the university under this contract.
8. The **SERVICE PROVIDER** shall provide full coverage of medical and risk insurance to the security guards to be deployed to the **ISAT U**, at its own expense.

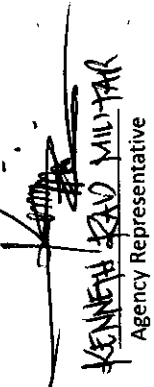
**ARTICLE IV**  
(Performance Bond)

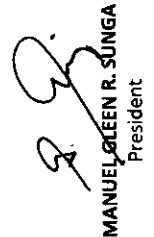
To ensure the faithful performance of this Contract, the **SERVICE PROVIDER**, upon execution of this Contract shall post a Performance Bond callable on demand, drawn in favor of the **ISAT U**, in any of the following forms:

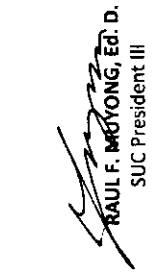
Form of Performance Security	Amount of Bid Security Equal to Percentage of the total Contract Price
Cash; cashier's /manager's check, bank draft/guarantee confirmed by Universal or Commercial Bank	Five percent (5%)
Irrevocable letter of credit issued by a Universal or Commercial; provided however, that 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.

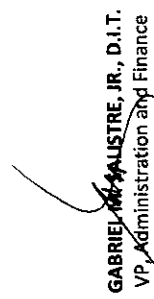
Condition for the faithful performance of this Contract and to answer for such and all obligations and responsibilities of the **SERVICE PROVIDER** arising out of, or in accordance with this agreement. The Performance Bond shall be released only upon termination of the Contract or any extension thereof, provided no claims have been filed against the **SERVICE PROVIDER** 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 claims, the **SERVICE PROVIDER** 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/

  
**KENNETH RAY MILLAR**  
Agency Representative

  
**MANUEL GREEN R. SUNGA**  
President

  
**RAUL F. MYONG, Ed. D.**  
SUC President III

  
**GABRIEL MALASTRE, JR., D.I.T.**  
VP, Administration and Finance

  
**ENGR. CHRISTIAN D. MISOLA**  
Director, SSEDMMO


Litigation/ Termination of Contracts)

- a. The **SERVICE PROVIDER** shall be responsible in matters of discipline, performance and breach of norms and conduct by the security guards so assigned. Notwithstanding, the **ISAT U** shall at any time during the effectivity of this Contract, have the right through its Chief Security Officer upon approval of the **ISAT U**, to require the **SERVICE PROVIDER** to take immediate measures to replace any erring security guard of personnel to assigned by virtue of this **CONTRACT** and the **SERVICE PROVIDER** shall so comply within twenty-four (24) hours from written notice. The concerned security guard or personnel of the **SERVICE PROVIDER** who is relieved or replaced by reason of discipline, performance, or breach of contract shall no longer be qualified for assignment to the **ISAT U** during the effectivity of this contract.
- b. The **SERVICE PROVIDER** shall jointly and severally with its security guards or personnel so assigned, be solely liable to the **ISAT U** 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, 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 **SERVICE PROVIDER** duly notified, the university legal officer shall determine if the guard of the **SERVICE PROVIDER** or the **SERVICE PROVIDER** was at fault or negligent or did not exercise due diligence required under the circumstances to prevent of fault or negligent or did not exercise due diligence required under the circumstances to prevent or minimized injury or damage to, or loss of property , it shall be the duty of the **ISAT U** 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 **SERVICE PROVIDER**. The report of the investigator involving injury to persons or damage to, or loss of, property within the scope of the **SERVICE PROVIDER'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 **SERVICE PROVIDER**, 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 **SERVICE PROVIDER** shall be responsible and liable for the cost of any loss, damage, or injury that may suffered by the **ISAT U**, its officers or employees when such loss, damage or injury is due to the fault or negligence of the **SERVICE PROVIDER** or its security guards, provided that such loss, damage, or injury is made known to the **SERVICE PROVIDER** 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 **ISAT U** 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 **SERVICE PROVIDER** is found to be below par as determined by the **ISAT U** through its Chief Security Officer and as affirmed by the Administration, unless the **SERVICE PROVIDER** 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 **ISAT U** shall server a written notice to the **SERVICE PROVIDER** at least

  
KENNETH R. MUNGAR  
Agency Representative

  
MANUEL GLEEN R. SUNGA  
President

  
RAUL F. MUYONG, Ed. D.  
SUC President III

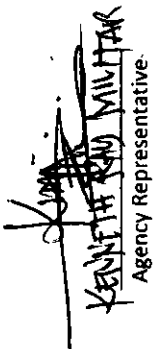
  
GABRIEL M. SALUSTRE, JR., D.I.T.  
VP, Administration and Finance

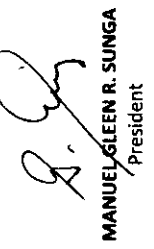
  
ENGR. CHRISTIAN D. MISOLA  
Director, SSEDMMMO

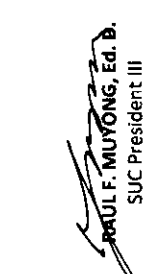


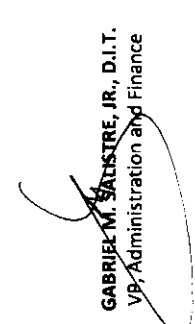
thirty (30) days before the intended date such pre-termination. All the records and logbooks used by the **SERVICE PROVIDER** pursuant to this Contract shall be voluntarily returned over to the **ISAT U** within twenty-four (24) hours from notice of pre-termination or termination thereof.

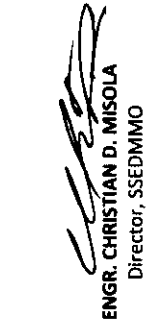
- g. In the event of any breach of the terms and condition of this Contract by the **SERVICE PROVIDER** , or in case the **ISAT U**, is impleaded in any litigation, initiated or brought by any the personnel of the **SERVICE PROVIDER** , or by any third party as a consequence of the acts of the **SERVICE PROVIDER** or its personnel and the **ISAT U** is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial forum, the **SERVICE PROVIDER** , by way of attorney's fees binds itself to pay the **ISAT U** 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 **ISAT U** 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 **ISAT U** 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 **ISAT U** may have, nor shall it be construed herein contained, which shall be deemed in full force and effect.
- j. The **SERVICE PROVIDER** 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.
- l. 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.

  
**KENNETH R. MILTAK**  
 Agency Representative

  
**MANUEL GLEEN R. SINGA**  
 President

  
**PAUL F. MUYONG, Ed. D.**  
 SUC President III

  
**GABRIEL M. SALASTRE, JR., D.I.T.**  
 VP, Administration and Finance

  
**ENGR. CHRISTIAN D. MISOLA**  
 Director, SSEDMMO

IN WITNESS WHEREOF, the parties hereto affixed their signature through their authorized representative in the City of Iloilo, Philippines, this NOV 25 2022, 2022.

**NOV 25 2022**


For ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)

For STELSEN SECURITY AGENCY CORPORATION

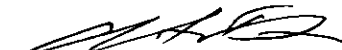
By:


  
**RAUL F. MUYONG Ed.D.**  
SUC President III


By:

  
**MANUEL GLEEN R. SUNGA**  
President

WITNESSETH:

  
**CHRISTIAN D. MISOLA**  
Director, SSEDMMO  
ISAT U

  
**KENNETH RAO MILITAR**  
Stelsen Security Agency Corporation

  
**GABRIEL M. SALISTRE, JR., D.I.T.**  
Vice President for Administration and Finance  
ISAT U

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

**ACKNOWLEDGMENT**

Before me, a Notary Public, in the City of Iloilo, this NOV 25 2022,  
202\_\_ personally appeared the following persons who exhibited their identification cards to  
establish their identities, to wit:

NAME	GOVERNMENT ISSUED/VALID ID No.	DATE/PLACE ISSUED
<b>DR. RAUL F. MUYONG</b> SUC President III	School ID: 15-011	Iloilo City
<b>MANUEL GLEEN R. SUNGA</b> President	_____	_____

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 Eleven (11) 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.

**NOV 25 2022**

Notary Public

**ATTY. ROGELIO J. BOLIVAR**

NOTARY PUBLIC IN QUEZON CITY

Commission No. Adm. Matter No. NP 204 (2021-2022)

IEP O.R. No. 132134 MD 2021 & IEP O.R. No. 133076 MD 2022

PTR O.R. No. 2460255D 1/03/2022 Roll No. 33832 / TIN# 129-971-119

EXPIRES APRIL 15, 2022 UP TO APRIL 14, 2023 AS PER S.C. EN BANC G.M. NO. 30

Address: 31-F Harvard St. Cubao, Q.C.

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