

# CONTRACT AGREEMENT FORM

## KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

**PROFESSIONAL REGULATION COMMISSION CORDILLERA ADMINISTRATIVE REGION**, an agency of the National Government, hereinafter referred to as **COMMISSION**, with principal office address at 5<sup>th</sup> Floor, Pine Lake View Building, No. 09 Otek Street corner Benjamin R. Salvosa Drive, Rizal Monument, Baguio City and herein represented by its Officer-in-Charge, **JUANITA L. DOMOGEN**.

- and-

\_\_\_\_\_, hereinafter referred to as \_\_\_\_\_, a corporation duly organized and existing under the laws of the Republic of the Philippines with principal address at \_\_\_\_\_ and herein represented by its \_\_\_\_\_.

## WITNESSETH THAT:

**WHEREAS**, the Regional Bids and Awards Committee of the **COMMISSION** invited Quotations for the Two (2) Years Procurement of 24-Hour Security Services for PRC Cordillera Administrative Region, and has accepted the Quotation of \_\_\_\_\_ for the provision of security services in the sum of **ONE MILLION SEVEN HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED FORTY PESOS (P1,783,140.00)**.

**WHEREAS**, upon the evaluation and recommendation of the Regional Bids and Awards Committee, \_\_\_\_\_ was declared to be the lowest calculated and responsive bidder for the Two (2) Years Procurement of 24-Hour Security Services for PRC Cordillera Administrative Region, and the same was approved by the **COMMISSION**.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein provided, as well as the terms and conditions hereof, the Parties hereto have agreed as follows:

## ARTICLE I SCOPE OF RESPONSIBILITIES

1. \_\_\_\_\_ shall provide and make available to the **COMMISSION** the required number of qualified, trained, licensed, bonded, armed and uniformed security guards to maintain for the **COMMISSION's** Cordillera Administrative Region, as mentioned in the Request for Quotation (Annex "A"), the safeguarding and protection of its properties from theft, robbery, arson, destruction or damage, as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through strict and faithful enforcement and implementation of security plans, policies, rules and regulations on security and safety.
2. \_\_\_\_\_ shall provide five (5) guards in the Regional Office. The services to be provided shall be on a twenty-four (24) hour a day basis, divided into three (3) shifts or eight (8) hours per shift, unless

H

ms 9 + d

otherwise approved by the Commission in meritorious cases depending on the security situation, and two (2) roving guards during daytime on weekdays.

On weekends and holidays, three (3) security guards on a shifting basis divided into three (3) shifts or eight (8) hours per shift, shall be posted at the Regional Office. Additional guards may be deployed upon request of the **COMMISSION** in case of security emergencies or as the exigency of the service so requires. The Monthly Detail Schedule with respect to the deployment of guards shall be subject to the approval by the **COMMISSION**.

3. \_\_\_\_\_ shall adhere to the Scope of Services/ Requirements of the Request for Quotation, which forms part of this Contract, to assure that the requirements hereof are complied with.
4. \_\_\_\_\_ shall be liable and answerable to the **COMMISSION** for damages or losses within its premises and for such actions which directly prejudice the integrity, efficiency and effectiveness of the **COMMISSION**, its operations, and its officials and employees, caused by or due to the negligence of and/or misdemeanor of the \_\_\_\_\_ personnel, but not for any loss due to any fortuitous event, *force majeure* or causes beyond the control of the security personnel.
5. \_\_\_\_\_ security guards shall perform security, and whenever necessary, investigation and escort services, subject to the terms and conditions stipulated herein, and provided that in the event additional guards may be needed, a supplemental Contract shall be executed subject to the availability of funds.
6. There shall be no employer-employee relationship between the **COMMISSION** and the \_\_\_\_\_. It is expressly understood and agreed that the security guards under this Contract shall, in no case, be considered as employees of the **COMMISSION** but shall remain as employees of the \_\_\_\_\_.
7. \_\_\_\_\_ further warrants that the **COMMISSION** shall, in no case, be held answerable, accountable nor responsible for any accident, injury or death which may be suffered by any of its security guards in the course of the performance of their duties.

## ARTICLE II DEPLOYMENT, SUPERVISION AND ADMINISTRATION

8. \_\_\_\_\_ shall deploy five (5) guards in the Regional Office. The services to be provided shall be on a twenty-four (24) hour a day basis, divided into three (3) shifts or eight (8) hours per shift, unless otherwise approved by the Commission in meritorious cases depending on the security situation, and two (2) roving guards during daytime on weekdays.

On weekends and holidays, three (3) security guards on a shifting basis divided into three (3) shifts or eight (8) hours per shift, shall be posted at the Regional Office. Additional guards may be deployed upon request of the Commission in case of security emergencies or as the exigency of the service so requires.

9. \_\_\_\_\_ shall make available at all times relievers and/or replacements to ensure continuous and uninterrupted service in

*H*

*mm G x*

*r*

case of absences. Relievers and replacements shall be qualified and carefully selected.

10. \_\_\_\_\_ hereby warrants that all its personnel are properly screened and declared physically and mentally fit before deployment to the **COMMISSION** as provided in the Request for Quotation.
11. \_\_\_\_\_ shall submit a Monthly Detail Schedule of security guards subject to the approval of the Office of the Regional Director.
12. \_\_\_\_\_ shall provide adequate and responsible supervision over its personnel and assume full responsibility for the proper and efficient performance of their duties.
13. \_\_\_\_\_ shall require its security guards to wear the prescribed uniform while on duty.
14. \_\_\_\_\_ shall rotate or reassign the services of security guards during special activities and emergency situations, or as deemed necessary by the **COMMISSION**, upon request of the latter without additional compensation.
15. \_\_\_\_\_, as employer, shall exercise the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel; and to assign, rotate or reassign security guards, subject to the approval of a Duty Detail/Schedule by the **COMMISSION**. Provided, that the **COMMISSION** may seek immediate replacement or transfer upon determination that the continuous presence of \_\_\_\_\_ personnel is "detrimental" to the **COMMISSION**. Moreover, no security guard already assigned in the **COMMISSION** shall be removed, changed or transferred to any place of assignment, without just cause, and with the concurrence of the **COMMISSION**.
16. \_\_\_\_\_ security guards shall be under the supervision of the Office of the Regional Director, and shall be assisted by the Designated Security Officer. Daily inspection of work shall be made by the Designated Security Officer, who shall have the responsibility to inform the Security Officer of any action which directly prejudices the integrity, efficiency, and effectiveness of the **COMMISSION**, its operations, and its officials and employees. However, this excludes the negligence and/or misdemeanor of the \_\_\_\_\_ personnel for any loss due to any fortuitous event, *force majeure* or causes beyond the control of the security personnel.
17. \_\_\_\_\_ security guards found to be under the influence of alcohol and/or prohibited drugs shall be immediately replaced from his post, and the **COMMISSION** shall deduct the cost of maintaining the post.
18. \_\_\_\_\_ shall give a written notice to the **COMMISSION** through the Chief, Finance and Administrative Division, whenever any of the security guards is to be removed or replaced. Provided that, the replaced security guard shall receive the salary of at least the minimum wage effective at the time he assumed his post.
19. \_\_\_\_\_ shall require its personnel to use the biometrics in order to properly maintain a record of attendance.

A

ms A +

v



salaries/wages, incentive pay and allowances, social security, Philhealth and Pag-ibig premiums, and all other legally mandated benefit, VAT and tax.

29. \_\_\_\_\_ warrants to the **COMMISSION** that the rates herein provided are in accordance with, and pursuant to latest rate prescribed by DOLE.
30. \_\_\_\_\_ shall bill the **COMMISSION** 50% of the amount on the 15<sup>th</sup> day of the month and the other 50% on the 30<sup>th</sup> day of the month, and the payment thereof shall be made not later than ten (10) working days upon receipt of the bill and the required documentary requirements by the **COMMISSION**.
31. \_\_\_\_\_ shall pay the salaries and allowances of its Security Guards on a semi-monthly basis during the term of this Contract.
32. \_\_\_\_\_ shall furnish the **COMMISSION** with proof of receipt that it has paid its personnel assigned in accordance with labor laws. \_\_\_\_\_ shall submit duly notarized monthly report of payment/remittance of SSS, Philhealth, Pag-IBIG, and other lawful benefits. The monthly report should be submitted to the Office of Financial and Administrative Services.
33. Claims for payments by shall be supported by the following documents that will be attached to the monthly claims for payment:
- 33.1 Statement of Account;
  - 33.2 Service Invoice/Summary of Billing;
  - 33.3 Approved copy of Monthly Detail Schedule;
  - 33.4 Approved Daily Time Record (DTR);
  - 33.5 Approved Summary Report of DTR;
  - 33.6 Notarized Sworn Statement of the representative of Security Agency to transact in behalf of the company;
  - 33.7 Duly Notarized Quarterly reports of remittances;
  - 33.8 Monthly Certification and copies of detailed pay slip by
34. \_\_\_\_\_ that the security guards who have rendered services in the **COMMISSION** were paid in accordance with the provisions of the Minimum Wage Law, the New Labor Code, SAGSD-PADPAO rates and other pertinent laws.
35. \_\_\_\_\_ grants the **COMMISSION** authority to deduct the proportional amount from the former's fees, in cases of the tardiness and absences of its personnel.
36. \_\_\_\_\_ may seek adjustment of salaries in writing, subject to the approval of the **COMMISSION**, in case of increase of wage rate due to enactment of new laws.
37. Should there be any complaint from the \_\_\_\_\_ personnel regarding any delay of salary, non-payment of overtime and holiday pays, non-remittances of government dues, the **COMMISSION** may require the former to explain in writing the reason/s of the delay and the **COMMISSION** may demand from \_\_\_\_\_ documents evidencing payment of salaries, overtime and holiday pays and remittance of government dues as a pre-requisite to the payment of service fees.

H

m G + r

38. The **COMMISSION** may demand from \_\_\_\_\_ copies of its payrolls, SSS, Pag-ibig remittances and other documents from time to time to ensure strict compliance by \_\_\_\_\_ with labor and related laws and its implementing rules and regulations. Failure of the \_\_\_\_\_ to fulfill this obligation will cause the termination of this Contract.
39. \_\_\_\_\_ hereby assumes full responsibility for its compliance with all labor laws and regulations applicable under this Contract and for liability or claim; personal or otherwise, including that arising from death due to \_\_\_\_\_ personnel or third parties by reason of negligence, indifference, disobedience, arbitrary conduct, or any act attributable to its personnel.
40. \_\_\_\_\_ shall assume full responsibility on any claim for any compensation on injuries from accidents of the security guards assigned to the **COMMISSION** in connection with the performance of their duties and shall free the **COMMISSION** from any suit in connection therewith.
41. The last payment for services under this Contract shall be subject to clearance from the **COMMISSION** Chairman.

#### ARTICLE V CONTRACT DURATION

42. The term of this Contract shall be for a period of TWO (2) YEARS, commencing from the date indicated in the Notice to Proceed, or upon the proper turnover has been done by the outgoing security service provider, unless sooner terminated for non-compliance by \_\_\_\_\_ of the terms and conditions, covenant and stipulations stated herein.
43. The Contract shall be extended on a month-to-month basis for the maximum period of two (2) years, in the absence of any notice of termination issued by the **COMMISSION** prior to the date of the expiration of this Contract. The Contract extension, herein referred to, shall be made referred to, shall be made in accordance with existing laws and rules issued by the Government Procurement Policy Board (GPPB).
44. The **COMMISSION** may cancel or terminate this contract should there be any violation by \_\_\_\_\_ and/or any of its personnel of any or some of the terms and conditions of the contract, including but not limited to the following: any act of fixing, follow-up, facilitation, representation, and other illegal act relating to the conduct of examinations, legal/administrative proceedings, issuance of professional license/ID, certifications and other similar activities; violation of the **COMMISSION**'s security policies, rules and regulations; violation of labor and social security laws and regulations; upon thirty (30) day written notice by the **COMMISSION** to \_\_\_\_\_ . Provided that, \_\_\_\_\_ shall not withdraw its personnel without the proper turnover to an incoming security provider. Violation of which shall cause the blacklisting of \_\_\_\_\_ from its future participation in the bidding for security services with the **COMMISSION**.

4

ms G +

✓

45. The **COMMISSION** reserves the right to terminate the contract after thirty (30) calendar days written notice to \_\_\_\_\_, after due verification of facts that the latter is not providing satisfactory services, or not complying with the terms and conditions of the contract.
46. During the effectivity of this Contract, either Party may request for modification of any of its provisions, or of the inclusion of other conditions or terms which may be warranted by the prevailing circumstances and deemed necessary and expedient for the formation of their mutual interest. Any modification agreed upon shall be reduced into writing and shall form an integral part of this Contract as addendum hereof.
47. This Contract of Service shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.

**ARTICLE VI  
LIQUIDATED DAMAGES**

48. The applicable rate for which \_\_\_\_\_ shall be answerable is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.
49. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **COMMISSION** may rescind the contract, without prejudice to other courses of action and remedies available to it.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

50. \_\_\_\_\_ personnel shall adhere to all security policies and rules and regulations of the **COMMISSION**.
51. \_\_\_\_\_ shall be responsible for instructing its employees on basic safety measures considered appropriate in public transaction areas, such as lobbies.
52. \_\_\_\_\_ personnel shall submit to any search by the **COMMISSION** duly authorized officials and designated security officer, whenever deemed necessary.
53. \_\_\_\_\_ shall ensure that all articles found, monetary or otherwise, are to be turned over to the **COMMISSION**.
54. The following documents herein attached as Annexes, shall be deemed to be an integral part of this Contract, to wit:
- a. Procurement documents; and
  - b. The documentary requirements submitted by \_\_\_\_\_.

h

m g +

✓

IN WITNESS WHEREOF, the parties have signed this Contract this \_\_\_\_\_ day of 2019 in the City of Baguio, Philippines.

**PROFESSIONAL REGULATION  
COMMISSION**

By:

**JUANITA L. DOMOGEN**  
Head of the Procuring Entity

\_\_\_\_\_  
**SECURITY AGENCY**

**CERTIFIED AS TO THE AVAILABILITY OF FUNDS:**

**RASETES E. RAZONABE**  
OIC, Accounting Division

ms 9 +

H

d

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF BAGUIO ) S.S.

**BEFORE ME**, a Notary Public for and in the City of Baguio this \_\_\_\_\_ 2019, personally appeared:

NAME	PROOF OF IDENTITY	ID NO.

SIGNED IN THE PRESENCE OF

\_\_\_\_\_  
\_\_\_\_\_

Made known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and likewise that of the agency/company they represent.

The instrument refers to the Contract for the Two (2) Years Procurement of 24-Hour Security Services for PRC Cordillera Administrative Region consisting of \_\_\_\_\_ ( ) pages including the page on which this Acknowledgment is written, and is signed by the parties including their instrumental witnesses on each and every page hereof.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2019.

*Handwritten initials: m, GN, \**

*Handwritten mark: A*

*Handwritten mark: ✓*