

**CONTRACT AGREEMENT**

**KNOW ALL MEN BY THOSE PRESENTS:**

**THIS AGREEMENT** made this DEC 27 2023 day of DEC 27 2023 between the **BULACAN AGRICULTURAL STATE COLLEGE**, Pinaod, San Ildefonso, Bulacan 3010 of the Philippines represented by **Dr. JAMESON H. TAN**, President (hereinafter called "the Entity") and **TOUGH GUARD SECURITY AND INVESTIGATION AGENCY, INC.** represented by **MR. DINBERN F. PATYAG**, Administrative Officer and Authorized Representative, with the principal address at G/F Cavite Coliseum, Aguinaldo Hi-way, Bacoor, Cavite, (hereinafter called "the Agency") of the other part:

**WHEREAS**, the Entity invited Bids for certain goods/services viz., **PROCUREMENT OF SECURITY SERVICES (2023-02G)** and the **BULACAN AGRICULTURAL STATE COLLEGE** has accepted the Bid amounting to **Three Million Three Hundred Seventy-Six Thousand One Hundred Fifty-Four and 40/100 (Php3,376,154.40)** for Security Services for a term of One (1) year, hereinafter called ("the Contract Price")

**WHEREAS**, as a measure of guarantee for the faithful performance of and compliance with obligations under this contract, the **AGENCY** posted Performance Security in the form of Performance Security in the form of **Performance Bond** issued by **Pacific Union Insurance Company** amounting to **One Million Twelve Thousand Eight Hundred Forty-Six Pesos and 32/100 (Php1,012,846.32)** which is Thirty Percent (30%) of the contract price as specified in the Bidding Documents

**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 the Contract referred to.
2. The following documents shall have deemed to form and be read and construed as part of this Agreement, viz:
  - a) The Bids Form and the Price Schedule submitted by the Bidder
  - b) The Schedule of Requirements
  - c) The Terms of Reference
  - d) The General Conditions of the Contract
  - e) The Special Conditions of the Contract
  - f) The Supplements to the Bid Documents; and
  - g) The Entity's Notification Award;
3. In consideration of the payments to be made by the Entity to the Agency as hereinafter mentioned, the Agency hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Agency in consideration of the Provision of the goods and services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

**NOW, THEREFORE**, for and in consideration of the above foregoing premises, the parties have mutually agreed as follows:

**ARTICLE I**

- 1.1 The areas referred herein to be provided with security services are described as follows:
  - a. Main Campus located at Pinaod, San Ildefonso, Bulacan
  - b. College of Agriculture located at Poblacion, San Ildefonso, Bulacan
  - c. Doña Remedios Trinidad Campus loated at Sapang Bulac, DRT, Bulacan

*COA*  
*Dinao*  
*12-28-2023*



## ARTICLE 2. CONTRACT WORK

2.1 The contract shall include the assignment/deployment of qualified/licensed security guards/personnel at all times within an agreed schedule, in all the premises and facilities covered in the assigned area.

2.2 The contract shall include among others assistance to **BASC** employees, students and visitors, inspection of guards, investigation and reporting of irregularities, if necessary, and other services in relation to the works performed, provided however, that the same services, will not in any manner interfere with the operation of the **BASC**.

## ARTICLE 3. RESPONSIBILITIES OF THE AGENCY

3.1 The **AGENCY** shall provide the **BASC** with qualified, licensed and uniformed security guards in accordance with R.A. No. 5487 as amended, in a number as may be required by the **BASC** from time to time.

3.1 To provide the security guards on duty with new firearms and equipment in accordance with the standards of the **BASC** and as set forth by the Revised Rules and Regulations Implementing Republic Act No. 5487, as amended.

3.2 The **AGENCY** shall provide a duplicate copy of license registered under its name for each firearm being issued to the Security Guards upon signing of this Contract.

3.3 To provide and make available to the **BASC**, security guards on a 24-hour basis divided into two (2) shifts, at 12 (12) hours per shift.

3.4 The **AGENCY** shall not be responsible or liable where loss or damage is due to force majeure or due solely to the fault or negligence of the **BASC** or its duly authorized representative.

3.5 The **AGENCY** shall exercise extraordinary care and diligence in carrying out its obligation under this contract and to the best interest of the **BASC**.

3.6 The **AGENCY** shall not, during the period of this Contract or anytime thereafter, use or disclose to any person or entity, any and all information, derogatory or otherwise, concerning the affairs and activities of the **BASC** which the members of the security force of the herein **AGENCY** may have acquired by reason of its assignment to the premises of **BASC**.

3.7 The **AGENCY** guarantees absolute non-occurrence of any form of mass action, protest, mass leave, or strike by its security personnel within premises.

3.8 The **AGENCY** shall seek first the approval of the **BASC** before implementing the assignment/deployment of security guards. It shall assume full responsibility on the proper and efficient performance of duties by the security guards employed by it.

3.9 The **AGENCY** shall assume full responsibility to restitute or pay the **BASC** for any loss or damage due to theft, robbery, pilferage, and trespass which the **BASC** may suffer during the assigned watch hours of detailed security guards provided that it shall have been established after due investigation by the **BASC** and the **AGENCY** and an independent party who shall be jointly appointed by the **BASC** and the **AGENCY**, that said loss or damage was principally due to the negligence or fault of the guards. The **AGENCY** shall assume no responsibility or liability where such loss is due to: 1) force majeure or to fortuitous events, 2) loss of any property belonging to **BASC** which are kept under lock and keys, and in the custody of **BASC**'s authorized employees for physical and proper recording, storage, and safeguarding, and 3) for loss of pocketable items or valuables.

JAMESON H. TAN, CESE  
SUC President III

RONALD REAGAN T. ALONZO, PhD  
BAC Chairperson

MA. DOLORES G. BERSAMINA  
Accountant III

SECURITY AGENCY

SECURITY AGENCY

ARTICLE 4. CONTRACT PRICE/MANNER OF PAYMENT

4.1 In consideration of the full satisfactory and faithful performance by the **AGENCY** of its undertakings and obligations under this contract, the **BASC** shall pay the **AGENCY** the following monthly rate per security personnel, to wit:

Security Guard (Day Shift / 12 – Hour Shift)	Php34,224.67
Security Guard (Night Shift / 12 – Hour Shift)	Php36,111.29

The above – stated compensation includes the following:

Days worked per week	7 days	7 days
No. of days/ year	395	395
	12 hrs work /day	12 hrs work/day
Daily Minimum Wage Rate	Php 500.00	Php 500.00
	Dayshift	Nightshift
<b>AMOUNT GIVEN DIRECTLY TO GUARD</b>		
Average Pay per month	16,458.33	16,458.33
Night Differential Pay (EERMR x 10%)	0	1,645.83
5 Days Incentive (DW x 5/12)	208.33	208.33
13 <sup>th</sup> Month Pay (DWx365/12/12)	1,267.36	1,371.53
Uniform Allowance (RA 5487)	100.00	100.00
Overtime	10,656.04	10,656.04
<b>SUB TOTAL</b>	<b>28,690.06</b>	<b>30,440.06</b>
<b>A. AMOUNT TO GOVERNMENT in Favor of Guard</b>		
Retirement Pay	937.50	937.50
SSS Premium	1,567.50	1,567.50
PhilHealth Contribution	411.46	411.46
State Insurance Fund	30.00	30.00
Pag-ibig Fund	100.00	100.00
<b>SUB TOTAL</b>	<b>3,046.46</b>	<b>3,046.46</b>
<b>B. TOTAL AMOUNT TO GUARD &amp; GOVERNMENT</b>	<b>31,736.52</b>	<b>33,486.53</b>
<b>C. Administrative Overhead</b>	<b>2,221.56</b>	<b>2,344.06</b>
<b>D. VALUE ADDED TAX</b>	<b>266.59</b>	<b>281.29</b>
(Agency Fee x 12%) (RMC-039-2007)		
<b>E. Monthly Bid Proposal Per Guard</b>	<b>34,224.67</b>	<b>36,111.88</b>
No. of Guards	4	4
Monthly Cost	136,898.68	144,447.52
Sub-Total	1,642,784.16	1,733,370.24
Total Contract Rate for 12 months	3,3796,154.40	

Total contract price shall be **Three Million Three Hundred Seventy-Six Thousand One Hundred Fifty-Four and 40/100 (Php3,376,154.40).**

4.2 Payment of the service rendered by the **AGENCY** shall be on a monthly reimbursement basis. Billing and Submission of Documents is every 15th day of the month, the Security Agency shall submit to the BASC, its billing statement, together with the daily time records (DTRs), copies of payroll, photocopies of remittances (official receipts) to SSS, PAG-IBIG, PhilHealth, and other state insurance contributions of all security personnel assigned at BASC. Should the Agency fail to submit these requirements, BASC shall withhold the payment for the current billing period until its compliance therewith.

ARTICLE 5. AGENCY'S PERSONNEL

5.1 All Security guards must undergo the necessary screening required by the **BASC**. The **AGENCY**, at its own expense, shall cause all its security personnel assigned to the BASC to undergo drug test at least once a year in any accredited PNP Drug Testing Center. Result thereof shall be furnished to the **BASC**. The **AGENCY** shall provide at its own expense, the uniforms and identification cards of all its security guards.



5.2 **BASC** shall have the right to select, refuse or change any security guard, security supervisor or detachment commander prior to his assignment to the **BASC**.

5.3 When the exigencies of the service require, the **BASC** shall have the right to increase or decrease the number of guards deployed in its premises by giving prior written notice thereof to the **AGENCY**.

5.4 **BASC** reserves the right to request for the immediate replacement of any security guard assigned under this Contract who, in the judgement of the **BASC**, is found wanting in qualification, competence, honesty, or integrity, or whose continued presence or services may prejudice the interest of the **BASC**.

5.5 In the event that no replacement of absent or relieved security guards is made, it is agreed upon that a corresponding proportionate deduction from the billings of the **AGENCY** shall be affected.

5.6 The **AGENCY** shall submit to the **BASC** twice a month, a list of security guards with their assigned post for purposes of monitoring shift rotations and controlling issuance of duty Passes, and shall ensure strict compliance by the security guards with the safety and security rules and regulations of the **BASC**, including the proper use of Duty Passes.

5.7 The **AGENCY** shall conduct orientation/seminars for the guards assigned at the College, periodically, or as may be deemed necessary by the **BASC** or the **AGENCY**.

5.8 It is hereby agreed upon that the **BASC** shall assume actual supervision over security guards in coordination with the **AGENCY'S** supervisor or detachment commander assigned thereat.

5.9 The discipline and administration of the guards shall conform to the rules and regulations of the General Services, Security, and Transportation Unit (GSSTU) and the **BASC**, as well as pertinent laws, rules and regulations. Upon loss of confidence and without liability whatsoever to the **BASC**, any of the guards provided by the **AGENCY** may be changed immediately upon request to that effect by the former to the latter. Likewise, the **AGENCY**, as the employer of the security personnel assigned at **BASC**, may pull out any security guards assigned to **BASC**, at any time, with a valid reason, with due investigation and process, for disciplinary purposes or any other reason in the exercise of the employer – employee relationship, for the betterment of the security services for **BASC**. Infraction, resulting from due process and investigation, by the **AGENCY** or its personnel shall be penalized in accordance with existing laws.

5.10 The **AGENCY** hereby authorized the **BASC** to deduct automatically from the former's monthly billing any and all fine/penalties imposed for violations or offenses incurred by the **AGENCY** within the billing period, pending the investigation of the incident and will only be released to the **AGENCY** if found to have not incurred any liability or involvement.

ARTICLE 6. INDEMNITY

6.1 The **AGENCY** shall hold the **BASC** free and harmless from, and shall indemnify the **BASC** for any and all liabilities damages, losses, injuries, including death, due to the fault, negligence, act or omission, delay or conduct of the **AGENCY** and/or its security guards in the performance of the **AGENCY'S** undertakings and obligations under this Contract.

ARTICLE 7. REPRESENTATION AND WARRANTIES

- 7.1 The **AGENCY** hereby represents and warrants that:
- a. It has all the requisite power, authority and capacity to enter into this Contract and to perform its undertakings and obligations under the terms and condition hereof.
  - b. The execution and performance of this contract does not and will not violate any provision of law, ordinance, executive order or administrative order or decree of any court or government authority, or any provision of a contract, agreement, instrument or transaction to which he is or will be a party.



- c. It shall not bring any unreasonable or unfounded action or suit intended to stifle, prevent delay, stop or otherwise interfere with the exercise by the **BASC** of any of its rights and privileges under the Contract.
- d. It has taken all the necessary and proper governmental and/or legal action, and secured all necessary and proper approvals, clearances, permits and authorization for the execution and performance of this Contract.
- e. It has not given or promised to give any money, gift or benefit to any official or employee of the **BASC** to obtain/procure this Contract.

## ARTICLE 8. NO EMPLOYER – EMPLOYEE RELATIONSHIP

8.1 It is hereby agreed and understood that the **AGENCY** is and shall remain an independent **AGENCY** and there shall be no employer-employee relationship between the **BASC**, on one hand, and the **AGENCY** or his security guards, on the other hand. Hence, the **BASC** shall not in any way be liable nor responsible for any personal injury, including death or damage to property sustained or cause to or any of the security guards of the **AGENCY**. The **AGENCY** shall at all times be directly responsible and liable for the enforcement of, and compliance with all existing laws, rules and regulations, particularly with respect to any and all claims brought by its security guards under applicable labor and social legislation.

8.2 The **AGENCY** shall hold the **BASC** free from any liability arising from causes of action, or claims which may be filed by its security guards by reason of their employment with the **AGENCY** pursuant to this contract or under the provisions of the Labor Code, the Social Security Act, and all other laws, rules and regulations now in force or which hereafter maybe enacted.

8.3 In the event that the **BASC** is impleaded in any action or case, the **BASC** shall be authorized to withhold from the **AGENCY's** collectible accounts such amount as would reasonably approximate the claims of security guards against the **AGENCY**. The said amount shall answer for judgments against the **AGENCY** in case the same is levied or executed against **BASC**.

## ARTICLE 9. EFFECTIVITY

9.1 This Security Service Contract shall be effective for a period of one (1) year from January 1, 2024 to December 31, 2024 and if no notice of termination is received by the **AGENCY** upon the lapse of the said one (1) year period, this Contract is deemed renewed on a monthly basis but not to exceed an aggregate period of six (6) months as per GPPB Resolution No. 003-2006 dated 11 March 2006, subject to the result of the actual performance evaluation and the issuance of certificate of satisfactory performance by the **BASC** and subject to the availability of funds and the requirements of relevant laws.

9.2 Notwithstanding any provision to the contrary, the **BASC** shall have the right to terminate or rescind his contract for cause or for any violation by the **AGENCY** of any provision of this contract without the need of judicial intervention by giving at least thirty (30) calendar days written notice which shall be final and binding on both parties.

9.3 Within thirty (30) days after termination or rescission of this contract, the parties shall settle their respective accountabilities as of the date of termination or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount/s so advanced. In case of disagreement as to the accountabilities, the dispute shall be submitted to court for adjudication.

## ARTICLE 10. INSPECTION

10.1 The **BASC** or its duly authorized representative shall have the right to inspect the guards assigned by the **AGENCY** at any time in order to determine the quality and acceptability of the service being performed by the guards in the proper safeguarding and protection of persons, places and properties covered by the Contract.



## ARTICLE 11. ORIENTATION AND SEMINAR

11.1 The **AGENCY** shall, in accordance with the **BASC** requirements, conduct orientation and seminar, or refresher courses for the guards assigned in the College, every six (6) months, or as often may be deemed necessary by both parties. However, upon request by **BASC**, or as may be deemed necessary, the **AGENCY** shall arrange for the trainings and seminars on bomb detection and firearm handling and similar undertakings.

## ARTICLE 12. LOSSES AND DAMAGES

12.1 The **AGENCY** shall assume full responsibility for any loss or damage due to theft, robbery, pilferage, and trespass which the **BASC** may suffer, during hours of detailed security guards provided that it shall have been established after due investigation, that said loss or damage was principally due to the negligence or fault of the guards.

12.2 The **AGENCY** shall not be held responsible or liable where loss or damages is due to force majeure or fortuitous events, or due solely to the fault or negligence of the **BASC**.

## ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Should the **BASC** be constrained to resort to court action in order to protect its rights and interest hereunder, the **AGENCY** shall pay the **BASC** an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, as and by way of attorney's fees shall in no case be less than TWENTY THOUSAND PESOS (P20,000.00).

13.2 Failure of the **BASC** at any time to enforce or demand performance or any or all of the terms and conditions of this Contract and other related instruments of contracts shall in no way be construed as a waiver of such terms and conditions, and shall not affect the validity or enforceability thereof or the right of the **BASC** to subsequently enforce or demand of such terms and conditions.

13.3 An amendment, alterations, or modification of this contract shall not be valid and binding unless and until made in writing and signed by the parties hereto.

13.4 The **AGENCY** shall not sub-contract, assign or transfer any or all of his rights and obligations hereunder to any third party without the prior written consent of the **BASC**.

13.5 The Contract of Agreement, supplemental Bid Bulletins, and terms of reference shall form part of this Contract. In case of conflict between those, stipulations in this Contract shall prevail.

13.6 The **AGENCY** shall not subcontract, transfer or assign any or all of its right and obligations hereunder except upon presentment of justifiable cause with concurring written consent of the SUC President. However, in such case it does not relieve the **AGENCY** of any liability or obligation under this Contract. The **AGENCY** will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the **AGENCY**'s own acts, defaults, or negligence, or those of its agents, servants or workmen.

In such case, subcontractors must submit the documentary requirements under this Contract and, as required, by **BASC** and, further comply with the eligibility criteria specified in this Agreement. In the event that any subcontractor is found by **BASC** to be ineligible the subcontracting shall be disallowed.

## ARTICLE 14. RESOLUTION OF CONFLICTS

14.1 In the event of any conflict arising from the Security Service Contract between the **BASC** and the **AGENCY**, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to arbitration or to a court of competent jurisdiction.

### 14.2 Pre-Termination of Contract

**BASC** shall conduct a survey and evaluate the performance of the **AGENCY** on a semestral basis. The **AGENCY** must maintain a rating of satisfactory level or higher in the performance of their

obligations otherwise or failure to maintain the same performance throughout the term of the contract based on the following set of Performance Criteria as per GPPB Resolution No. 24-2007, Sec. 5.4 of Annex A, **BASC** may extrajudicially terminate the contract subject to a 30- day prior written notice.

**1. Quality of Service Delivered (40%)**

- Implementation of a control system in the workplace and security jurisdiction for the safety and security to life and property. 20%
- Responsiveness to clients' needs and to complaints and/or incident reports. 10%
- Availability of firearms and communication devices. 5%
- Courtesy and decorum. 5%

**2. Management and Suitability of Personnel (25%)**

- Supervision and accountability 8%
- Qualification of assigned guards and training for physical fitness 7%
- Physical Appearance (uniforms and other paraphernalia) 5%
- Change and/or replacement of assigned guards 5%

**3. Contract Administration and Management (26%)**

- Assignment of Guards at designated area/s 10%
- Implementation of PCOO rules and regulation and compliance to other obligations per contract 8%
- Compliance to labor laws and social insurance regulations 7%

**4. Time Management (5%)**

- Tasks which are important and urgent 3%
- Tasks which are either important or urgent, but not both 1%
- Tasks which are neither important nor urgent, but routine 1%

**5. Provision of regular Progress Reports (5%)**


- Exception/Incident Report 2%
- Monthly Deployment Report 2%
- Other Report that may be required by the Administration Department 1%

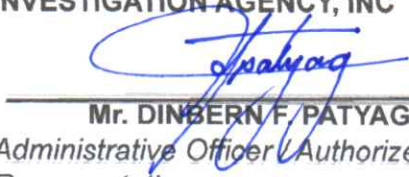
**IN WITNESS whereof**, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written

**SIGNED, SEALED, AND DELIVERED BY:**

**BULACAN AGRICULTURAL STATE COLLEGE**

**TOUGH GUARD SECURITY AND  
INVESTIGATION AGENCY, INC**

  
Dr. JAMESON H. TAN, CESE  
President, BASC

  
Mr. DINBERN F. PATYAG  
Administrative Officer / Authorized  
Representative

**SIGNED IN THE PRESENCE OF:**

  
Dr. RONALD REAGAN T. ALONZO  
Vice-President, Administration and Finance

  
MARIA AURORA TAN



Funds Available:

MA. DOLORES G. BERSAMINA  
Accountant III, BASC Accounting Office

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

BACOR CITY) S.S.  
\_\_\_\_\_)

BEFORE ME, a Notary Public for and in the Province/City of BACOR CITY, this  
DEC 27 2023, personally came and appeared:


Name	Presented I.D. Number	Date of Validity
DR. JAMESON H. TAN	Phil. Passport no. P4404793B	January 15, 2020

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is an AGREEMENT consisting of Eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

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

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Page No. 62  
Book No. XV  
Series of 2024.

  
NOTARY PUBLIC  
ATTACHED: 27875  
NOT. NO. 2092360 APR. 1-25 / BACOR CITY CAVITE  
IBP NO. 20164201 5/25 / CAVITE CHAPTER  
MCLE NO. 401011320  
4010 PORTAKHAN ST. POBLACION BACOR CITY CAVITE