

CONTRACT AGREEMENT
FOR THE
PROCUREMENT OF SECURITY MANPOWER SERVICES FY 2020 FOR NORSU
CAMPUSES

THIS CONTRACT is made and entered into this 28th day of December, 2020 by and between:

NEGROS ORIENTAL STATE UNIVERSITY, a State University organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Kagawasan Ave., Main Campus, Dumaguete City, Negros Oriental, Philippines, duly represented by **DR. JOEL P. LIMSON**, hereinafter referred to as **OWNER**.

and

ALEXIS SECURITY PROVIDER PHILS CO., INC., of Mainit Looc, Sibulan, Negros Oriental, duly represented by the President/CEO, **MRS. ROSEMARY D. GABATAN**, hereinafter referred to as **SUPPLIER**.

WITNESETH:

WHEREAS, a public bidding was conducted on June 5, 2020 at the BAC Office of Negros Oriental State University, Kagawasan Avenue, Dumaguete City for the project "**Procurement of Security Manpower Services FY 2020 for NORSU Campuses**";

WHEREAS, the NORSU Bids and Awards Committee recommended to the University President that the project shall be awarded to *Alexis Security Provider Phils Co., Inc.*, its offer being the most advantageous to the Philippine Government;

WHEREAS, time is the essence of this contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and other covenants hereinafter named, the parties agree as follows:

ARTICLE I. CONTRACT DOCUMENTS

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- (a) The Bid Form and the Price Schedule by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Performance Security; and
- (g) Eligibility requirements, documents and/or statements;
- (h) Performance Security;
- (i) Notice of Award of Contract and the Bidder's conforme thereto;
- (j) Abstract of Bids
- (k) Resolution of the BAC recommending the award of the project to the winning bidder;
- (l) Other contract documents that may be required by existing laws and/or the Entity.

ARTICLE II – SCHEDULE OF REQUIREMENTS

The schedule for the security manpower services are as follows:

No. of SG	Security Post	Tour of Duty	No. of Hours	Days of Duty
First Shift				
1	Main Campus I – Gate 1 Main	7 am - 3 pm	8	Mon - Sun

	<i>Entrance</i>			
2	Main Campus I – Gate 1 Assist	7 am - 3 pm	8	Mon - Sun
3	Main Campus I – Gate 2	7 am - 3 pm	8	Mon - Sun
4	Main Campus II	7 am - 3 pm	8	Mon - Sun
5	Bais Campus I	6 am - 2 pm	8	Mon - Sun
6	Bais Campus II	6 am - 2 pm	8	Mon - Sun
7	Pamplona Campus	6 am - 2 pm	8	Mon - Sun
8	Mabinay Campus	6 am - 2 pm	8	Mon - Sun
9	Guihulngan Campus	6 am - 2 pm	8	Mon - Sun
10	Siaton Campus	6 am - 2 pm	8	Mon - Sun
11	Bayawan – Sta. Catalina Campus – <i>Entrance</i>	6 am - 2 pm	8	Mon - Sun
12	Bayawan – Sta. Catalina Campus – <i>Roving</i>	6 am - 2 pm	8	Mon - Sun
Second Shift				
13	Main Campus I – Gate 1 Main <i>Entrance</i>	3 pm - 11 pm	8	Mon - Sun
14	Main Campus I – Gate 3	3 pm - 11 pm	8	Mon - Sun
15	Main Campus II – Main Entrance	3 pm - 11 pm	8	Mon - Sun
16	Main Campus II – Roving/Assist	3 pm - 11 pm	8	Mon - Sun
17	Pamplona Campus	3 pm - 11 pm	8	Mon - Sun
18	Bais Campus I	3 pm - 11 pm	8	Mon - Sun
19	Bais Campus II	3 pm - 11 pm	8	Mon - Sun
20	Mabinay Campus	3 pm - 11 pm	8	Mon - Sun
21	Guihulngan Campus	3 pm - 11 pm	8	Mon - Sun
22	Siaton Campus	3 pm - 11 pm	8	Mon - Sun
23	Bayawan – Sta. Catalina Campus – <i>Entrance</i>	3 pm - 11 pm	8	Mon - Sun
24	Bayawan – Sta. Catalina Campus – <i>Roving</i>	3 pm - 11 pm	8	Mon - Sun
Third Shift				
25	Main Campus I – Gate 1 Main <i>Entrance</i>	11 pm – 7 am	8	Mon - Sun
26	Main Campus I – Gate III	11 pm – 7 am	8	Mon - Sun
27	Main Campus II – Main Entrance	11 pm – 7 am	8	Mon - Sun
28	Main Campus II – Roving/Assist	11 pm – 7 am	8	Mon - Sun
29	Bais Campus I	11 pm – 7 am	8	Mon - Sun
30	Bais Campus II	10 pm – 6 am	8	Mon - Sun
31	Pamplona Campus	10 pm – 6 am	8	Mon - Sun
32	Pamplona Campus	10 pm – 6 am	8	Mon - Sun
33	Mabinay Campus	10 pm – 6 am	8	Mon - Sun
34	Mabinay Campus	10 pm – 6 am	8	Mon - Sun
35	Guihulngan Campus – Main Entrance	10 pm – 6 am	8	Mon - Sun
36	Guihulngan Campus – Roving/Assist	10 pm – 6 am	8	Mon - Sun
37	Bayawan – Sta. Catalina Campus – <i>Entrance</i>	10 pm – 6 am	8	Mon - Sun
38	Bayawan – Sta. Catalina Campus – <i>Roving</i>	10 pm – 6 am	8	Mon - Sun
39	Siaton Campus	10 pm – 6 am	8	Mon - Sun
40	Siaton Campus	10 pm – 6 am	8	Mon - Sun

ARTICLE III – DEPLOYMENT

The work to be performed by the SUPPLIER under this contract shall commence after ten (10) calendar days upon receipt and acceptance of the Notice to Proceed from NORSU by the SUPPLIER. The delivery of “**PROCUREMENT OF SECURITY MANPOWER SERVICES FY 2020 FOR NORSU CAMPUSES**” shall start the services upon receipt of this contract.

ARTICLE IV – CONTRACT PERIOD AND EXTENSION OF CONTRACT

The contract period shall be from December 29, 2020 to December 31, 2020 and shall take effect unless otherwise rescinded by any of the parties subject to the provisions under Article X of this contract.

Any extension of contract shall be subject to the provisions under Appendix 24 of the 2016 Revised IRR of RA 9184.

The extension of contract shall be subject to at least a Satisfactory Performance Evaluation of SUPPLIER's performance of the security services in all campuses of NORSU. The Performance Evaluation shall be based on the criteria in Annex I.

ARTICLE V – MAINTENANCE/TECHNICAL SUPPORT

On call support shall be available 24 hours a day, 7 days a week. A one (1) hour response from time of the call (through telephone/mobile call) shall be provided by the winning bidder for emergency concerns.

Onsite support must have a response time of not more than eight (8) hours from the time of the call in cases of on call/phone support could not solve the problem.

ARTICLE VI – THE CONTRACT SUM

The OWNER for and in consideration of the faithful and satisfactory fulfillment of the contract by the SUPPLIER in accordance with the terms and conditions of all contract documents and subject to the deduction herein provided, shall pay to the SUPPLIER in Philippine Currency the sum of **Forty-Two Thousand Fifty-Two Pesos and 82/100 only (PHP 42,052.00)**.

Payment shall be in accordance with the following conditions:

- a. Billing shall be based specified on the number of security personnel in Annex G of the Bid Documents
- b. Billings shall include the DTR of the security personnel.
- c. The SUPPLIER shall include in the submission of DTR a Report of security personnel Absences as applicable.

ARTICLE VII – PERFORMANCE SECURITY

In accordance with the Instruction to Bidders and General Conditions of the contract, the SUPPLIER shall furnish and file per acceptance to the OWNER a Performance Security in accordance with Section 39 of the Revised Implementing Rules and Regulations of RA 9184 to guaranty the full and faithful performance of this Agreement to answer for any liability that maybe suffered by the OWNER resulting from the violation of the SUPPLIER of labor laws and other laws. PROVIDED, that in the event of the recession or termination of this contract for breach thereof, the Performance Security, at the option of the OWNER shall be automatically forfeited in favor of the OWNER and becomes immediately payable and collectible by the OWNER, otherwise, the Performance Security shall remain and continue in full force until the aforementioned obligations as to the completion and faithful compliance of the contract, liquidated damages and cost of labor and materials shall have been duly satisfied, discharged, settled and paid by the SUPPLIER.

The Performance Security shall be denominated on Philippine Pesos and posted in favor of the OWNER in an amount equal to the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by	Five percent (5%)

other banks certified by the BSP as authorized to issue such financial instrument	
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
b) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

ARTICLE VIII – LIQUIDATED DAMAGES

Should the SUPPLIER refuse to satisfactorily comply with its undertakings, and is hereby in default under this contract, the SUPPLIER shall be liable for damages for the delay and shall pay the OWNER for liquidated damages and not by way of penalty, an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion thereof, for every day of delay until the same is finally performed/completed and accepted by the OWNER.

It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, the OWNER need not prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to SUPPLIER under the contract and/or collect such liquidated damages from the performance security posted by the SUPPLIER, whichever is convenient to the OWNER.

In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be terminated by the OWNER and the erring SUPPLIER'S performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the SUPPLIER shall pay OWNER under this section and the other appropriate sanctions that may be imposed to the former.

ARTICLE IX – SUPPLIER'S LIABILITY

The SUPPLIER shall assume full responsibility, agrees and binds itself to indemnify the OWNER for any loss, damage, destruction and/or injury that may be incurred during the contract period for acts attributed to negligence, fault, misconduct or unlawful acts of the SUPPLIER and its personnel.

ARTICLE X – CANCELLATION/TERMINATION OF CONTRACT

The OWNER has the right to terminate or cancel the contract without need of judicial action at any time on reasonable grounds, such as, but not limited to: unsatisfactory service and performance or violation of the terms and conditions of this contract, by giving the SUPPLIER at least fifteen (15) calendar days of written notice in advance to that effect, which Notice shall be final and binding on all parties.

Within thirty (30) days after the termination, cancellation, or rescission of this contract, the parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission.

ARTICLE XII – VENUE OF COURT ACTION

Should any court action be instituted by the NORSU or SUPPLIER arising from this contract, the parties hereby agree that the venue thereof shall be the proper court in the province of Negros Oriental.

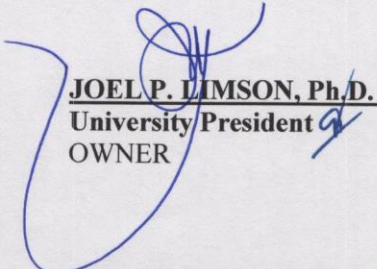
IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of December 2020 at NORSU Main Campus I, Kagawasan Avenue, Dumaguete City, Philippines.


NEGROS ORIENTAL STATE UNIVERSITY

Kagawasan Avenue, Dumaguete City

**ALEXIS SECURITY PROVIDER PHILS
CO., INC.**


Mainit Looc, Sibulan, Negros Oriental


JOEL P. JIMSON, Ph.D.
University President
OWNER


ROSEMARY D. GABATAN
President/CEO
SUPPLIER

Signed in the Presence of:

NOEL MARJON E. YASI, PSY. D
VP for Administration and Finance


Alexander Gabatan
Alexis Security Witness

ACKNOWLEDGMENT

Republic of the Philippines]
 Province of Negros Oriental } S.S
 City of Dumaguete]

BEFORE ME, a Notary Public, for and in the City of Dumaguete, Philippines, this 28th day of December 2020, personally appeared the parties with their competent evidence of identity which bears their pictures and signatures, to wit:

Name	Identification Card/No.	Valid Until
ROSEMARY D. GABATAN	EC 12667714A	11/4/2028
JOEL P. LIMSON, Ph. D.	EC 3646418	

That they are the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed consisting of six (6) pages including this page whereon this acknowledgement is written, is signed by the parties and their instrumental witnesses on each and every page thereof and sealed with my Notarial Seal.

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

Doc. No. 32;
 Page No. 8;
 Book No. 2;
 Series of 2020.

[Signature]
DEOGRACIAS U. ELTANAL, JR.
 NOTARY PUBLIC UNTIL DECEMBER 31, 2021
 SERIAL NO. 2020-030 DUMAGUETE CITY, SIBULAN, BACOD
 VALENCIA, DAUPIN ZAMBO, SIATON, NEG. OR.
 PTR NO. 2482573A-27072020 DUMAGUETE CITY
 IBP LIFETIME NO. 010142 - 6/24/2010
 ROLL NO. 48003
 MCLE COMPLIANCE NO. V10000194, 4/14/2022
 ROOM 114 DURA MILAGROS PLAZA
 COR. PERDICES & STA. ROSA STS., DUMAGUETE CITY

[Signature]
 NOTARY PUBLIC
[Signature]