

**CONTRACT FOR SECURITY SERVICES FOR THE  
CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES**

KNOW ALL MEN BY THESE PRESENTS:

14 FEB 2022

This Contract made and entered into this \_\_\_\_ day \_\_\_\_\_ 2022 at Makati City, Philippines, by and between:

The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES** (CIAP), an attached agency of the Department of Trade and Industry (DTI), with principal address at 369 Sen. Gil Puyat Avenue, Makati City, represented herein by its Supervising Undersecretary **IRENEO V. VIZMONTE**, hereinafter referred to as the **PROCURING ENTITY**;

-and-

The **HACKETT SECURITY AGENCY**, a duly licensed Security Agency, organized and existing under the laws of the Republic of the Philippines, with office address at Unit 201 FSE Building, No. 3671-73 Bautista corner Dayap Sts. Barangay Palanan, Makati City, herein represented by its General Manager **ALEJO C. DESQUITADO** and hereinafter referred to as the **CONTRACTOR**;

-WITNESSETH That-

**WHEREAS**, the **PROCURING ENTITY** needs security services for the CIAP offices;

**WHEREAS**, the **PROCURING ENTITY** conducted a public bidding pursuant to Republic Act No. 9184, wherein the **CONTRACTOR** participated and won as a sole bidder;

**WHEREAS**, the **CONTRACTOR** is engaged in the business of rendering private security services and is duly licensed as such by the Philippine National Police under the provisions of Republic Act No. 5487, otherwise known as the Private Security Agency Law" as amended, and has offered to provide the **PROCURING ENTITY** with the services of private security guards for the purpose of safeguarding and protecting the employees, properties, installations and premises of the **PROCURING ENTITY**, and to maintain peace and order around the immediate vicinity of **PROCURING ENTITY'S** premises:

**WHEREAS**, after the post-qualification proceedings the **PROCURING ENTITY** evaluated the sole bidder as compliant with the Technical Specifications of the bid;

 **WHEREAS**, the **CONTRACTOR** represents that it has adequate facilities, competence and manpower to provide security services to the **PROCURING ENTITY**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties hereto agree one with the other as follows:

**ARTICLE I  
OBJECT OF THE CONTRACT**

The **CONTRACTOR** will provide the **PROCURING ENTITY** the needed services in its CIAP and implementing boards located at 369 Sen. Gil J. Puyat Avenue, Makati City and in CMDF Training Center located at Barangay Salawag, Dasmarinas Cavite.

**ARTICLE II  
SCOPE OF WORK**

The **CONTRACTOR** shall faithfully and efficiently perform all the duties relevant to the services contracted, which shall include monitoring of the performance of its guards assigned to the **PROCURING ENTITY**.

**ARTICLE III  
DURATION OF THE CONTRACT**


This Contract shall be for a period of one (1) year, and shall be automatically deemed renewed on month to month basis from expiration of the Contract under the same terms and conditions until a winning bidder is declared by the HoPE, provided that any changes in the Contract for the benefit of the Government shall require a written notice from either party to amend the terms hereof, at least thirty (30) days prior to the expiration of the Agreement, is received by the other party and subject to satisfactory performance of the **CONTRACTOR** issued by the end-user.

**ARTICLE IV  
CONSIDERATION**

For and in consideration of the service/s rendered, the **PROCURING ENTITY** hereby agrees to pay the **CONTRACTOR** the said rates based on the Annex "5" Financial Proposal in accordance SS" the condition of Annex "4" Technical Specification.

However, should there be government mandated increase in the wages and other charges such as premiums on SSS, PAG-IBIG, etc., the **PROCURING ENTITY** agrees to an adjustment in the billing rates. In case the assigned employee claims for additional benefit as provided by law (wage and/or non-wage law) such as Paternity Leave Act of 1996 (R.A. No. 8187), Solo Parent Act, etc., the **PROCURING ENTITY** similarly agrees to an adjustment in the billing rate to cover such claim, on reimbursement basis only.

**ARTICLE V  
MANNER OF PAYMENT / BILLING**

- 
1. The **PROCURING ENTITY** shall pay the **CONTRACTOR** the consideration for actual services rendered subject to the provisions of Article IV (01), hereof within fifteen (15) days from receipt of the bill/statement of account:
  2. In billing, it is agreed that **CONTRACTOR** shall submit to the **PROCURING ENTITY**, together with its monthly invoice, a sworn certification and other requirements stated under Annex "4" (Technical Specification) duly executed by its President or authorized officer stating that wages, salaries and other remuneration due to all workers assigned to the premises of the **PROCURING ENTITY** have already been paid;



**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

1. In case of any additional personnel, the **CONTRACTOR** shall assign personnel who have passed the Qualification Standards set by the **PROCURING ENTITY** as specified under Annex "4" (Technical Specification). For this purpose, the **PROCURING ENTITY** shall have the final say for the selection of the guards to be assigned by **CONTRACTOR**.
2. It is expressly understood and agreed that the guards assigned by **CONTRACTOR** to the **PROCURING ENTITY** are, for all legal intents and purposes, the guards of the **CONTRACTOR** and not of the **PROCURING ENTITY**, hence, the **PROCURING ENTITY** does not maintain any employee-employer relationship with said personnel of the **CONTRACTOR**.

Accordingly, the **PROCURING ENTITY** or any of its officials, employees and/or agents shall not be responsible for any personal injury or damage, including death sustained by **CONTRACTOR's** personnel during the lawful performance of their duties or stay within the premises of the **PROCURING ENTITY**. The **CONTRACTOR** shall at all times stand fully and solely liable for the enforcement, of and/or compliance with all labor and social legislations as well as other pertinent laws and/or decrees and of those that may be enacted thereafter. The **CONTRACTOR** shall comply with all the rules and regulations pertaining to SSS and Pag-IBIG Fund Membership of the personnel assigned to the **PROCURING ENTITY** under this Contract.

3. **CONTRACTOR** hereby authorizes the **PROCURING ENTITY** to supervise for administrative convenience the personnel assigned to the **PROCURING ENTITY** during their term of duty but the exercise by the **PROCURING ENTITY** of this authority shall not be deemed nor interpreted as relinquishment of the powers by the **CONTRACTOR** as employer of its personnel assigned to the **PROCURING ENTITY**.
4. The **CONTRACTOR** shall be liable for all the losses and damages which may be caused through the fault or negligence of the personnel assigned to the **PROCURING ENTITY** on the property and facilities of the **PROCURING ENTITY**, provided that the **PROCURING ENTITY** shall bring to the attention of **CONTRACTOR** such damages or losses within five (5) days from discovery by the **PROCURING ENTITY** of such loss or damages. The **PROCURING ENTITY** shall in no case arbitrarily withhold in whole or in part, payment or any billing/s or deduct the cost of any lost or damaged property from the billing of the **CONTRACTOR** without prior notice to the latter.
5. Any stoppage of work caused by the employees of **CONTRACTOR** for any reason whatsoever except due to fortuitous events or beyond human control shall be the responsibility of **CONTRACTOR** and it shall be liable for any damage that may be caused to the **PROCURING ENTITY** by such work stoppage.
6. Should the **PROCURING ENTITY** find any of the **CONTRACTOR**-assigned personnel undesirable or with unsatisfactory performance, the **CONTRACTOR** shall, upon request, replace the personnel concerned with one acceptable to the **PROCURING ENTITY**. Moreover, should any of the said personnel perform any act which may be prejudicial to the interest of the **PROCURING ENTITY** or should any of said employees be found to be

incompetent or negligent in the performance of his/her functions, the **CONTRACTOR** shall immediately replace him/her at its own instance or at the request of the **PROCURING ENTITY**.

7. The **CONTRACTOR** warrants that none of its officials or representatives has given or promised to give any money, gift, present, or benefit to any official or employee of the **PROCURING ENTITY**, to influence, to solicit or to secure this Contract through an agreement to pay a commission, brokerage, contingent fees or share from the contract price.
8. In cases when, due to the exigencies of the service, the personnel assigned by the **CONTRACTOR** to **PROCURING ENTITY** are required to travel outside the office premises of **PROCURING ENTITY** in order to faithfully perform the duties required to implement its projects, the **PROCURING ENTITY** shall provide said personnel the necessary travel allowances, in accordance with its Travel Guidelines. The **CONTRACTOR** shall record in its books the travel allowance as receivable from personnel concerned until such time that necessary documents are submitted to liquidate the same, such as certificate of appearance, copy of trip ticket & other receipts. **PROCURING ENTITY** shall not be held liable for non-liquidated travel allowance of the said personnel.
9. For and in consideration of the services to be rendered by the **CONTRACTOR** to the **PROCURING ENTITY**, the latter shall during the term of the Contract pay to the Agency the sum of **Three Million Seven Hundred Forty-Eight Thousand Nine Hundred Thirty-Four Pesos and 40/100 (Php 3,748,934.40)** only for one (1) year.
10. An undertaking that expenses for any training required by **PROCURING ENTITY** or other government instrumentalities, in addition to those required by the PNP, should be shouldered by the **CONTRACTOR**. (in compliance with Section 4(h) of DOLE D.O. No. 150-6 series of 2016).
11. This Contract shall be subject to other terms and conditions as provided for in the Technical Specifications (TS) and its Annexes hereof, which shall form an integral part of this Contract.

#### DOCUMENTS COMPRISING THE CONTRACT

The following are hereby made integral parts of the Contract by reference in so far as they are not inconsistent with any of the conditions hereof:

- ANNEX "1" - General Condition of the Contract \
- ANNEX "2" - Special Conditions of the Contract \
- ANNEX "3" - Schedule of Requirements
- ANNEX "4" - Technical Proposal of SUPPLIER
- ANNEX "5" - Financial Proposal of SUPPLIER
- ANNEX "6" - Notice of Award
- ANNEX "7" - BAC Resolution awarding the Project
- ANNEX "8" - Performance Bond
- ANNEX "9" - Technical Specifications \



**ARTICLE VII  
PERFORMANCE SECURITY**

1. Within ten (10) calendar days after the **CONTRACTOR'S** receipt of the Notice of Award of Contract, the **CONTRACTOR** shall furnish the **PROCURING ENTITY** a Performance security in the amount specified in Section 39.2 of the IRR of RA 9184.
2. The proceeds of the Performance Security shall be payable to the **PROCURING ENTITY** as compensation for any loss resulting from the **CONTRACTOR'S** failure to complete the obligations under the Contract.
3. The Performance Security shall be denominated in Philippine Peso and shall be in its entirety in any of the following forms and amount:
  - a. Cash, manager's check, cashier's check -PhP 187,446.72 Bank draft or irrevocable Letter of Credit; issued by a reputable bank (5%)
  - b. Surety bond, callable on demand issued by - PhP 1,124,680.32 GSIS or any private surety bond company (30%)
4. The Performance Security shall be valid until issuance by the **PROCURING ENTITY** of the Certificate of Final Acceptance as stated in Section 39.4 of IRR of RA 9184.
5. The Certificate of Release of Performance Security shall be released to the **CONTRACTOR** after issuance of Final Acceptance by the **PROCURING ENTITY** provided that the latter has no claims filed against the **CONTRACTOR** or a reputable bank or surety company.
6. The failure of **CONTRACTOR** to materially comply with any of the requirements despite notification of non-compliance with the Contract shall constitute sufficient grounds for declaring the **CONTRACTOR** as non-performing, leading to termination of the Contract and the forfeiture of the Performance Security.

**ARTICLE VIII  
TERMINATION OF THE CONTRACT**

This Contract may be terminated due to the following grounds:

1. Upon election of either party by giving notice, thirty (60) days prior to the intended date of expiration;
2. Expiration of the term specified under this agreement;
3. Any party who suffers shall have the right to request termination of the Contract prior to the expiration of the term, upon written notice issued thirty (30) days prior to termination for any of the following reasons:
  - a. **CONTRACTOR** is asked to perform functions beyond the scope of their duty as stipulated in the Contract, to include illegal acts;

b. PROCURING ENTITY failed to pay the CONTRACTOR for the services rendered for seven (7) consecutive pay periods. For this purposes pay period may be construed to mean as every 15" and 30" day of the month.

4. Violation by either party of any of the foregoing terms and conditions, at the instance of the offended party;

5. Any other lawful and justifiable reason.

The party desiring the termination of this Contract, for other grounds above listed, shall give at least thirty (30) days prior written notice. Termination shall be effected immediately thereafter, subject to an agreement as to the settlement of any obligation incurred by one party against the other.

In case of termination due to violation of the terms and conditions of this Contract, the termination shall be without prejudice to the recovery of damages under this Contract.

**IN WITNESS HEREOF**, the Parties have hereunto, signed this CONTRACT AGREEMENT on FEB 15 2022.

CONSTRUCTION INDUSTRY  
AUTHORITY OF THE PHILIPPINES  
by:

  
**IRENEO V. VIZMONTE**  
Supervising Undersecretary for CIAP

HACKETT SECURITY AGENCY


by:

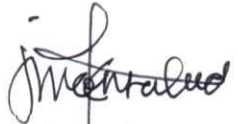
  
**ALEJO C. DESQUITADO**  
General Manager

Certificate of Availability of funds:

  
**JAYNIE A. VILLONES**  
Budget Officer III

Signed in the presence of:

  
**DORIS U. GACHO**  
Director-In-Charge, CIAP

  
**KRISTINA E. MONSAUD**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
MAKATI CITY) SS

Before me a notary public for and in MAKATI CITY, this FEB 15 2022 day of \_\_\_\_\_ 2021 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
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**DORIS U. GACHO**  
**ALEJO C. DESQUITADO**

Known to me to be the same persons who executed this Contract consisting of three (3) pages including this Acknowledgement, is written has been signed by the parties and their witnesses on each and every page thereof and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

**IN WITNESS WHEREOF**, hereunto sign my name and affix my notarial seal this FEB 15 2022 day of \_\_\_\_\_ 2022 in MAKATI CITY Philippines.

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Book No. 8  
Series of 2022 \_\_\_\_\_

*[Signature]*  
**ATTY. JOSELINO N. SUCION**  
NOTARY PUBLIC FOR MAKATI CITY  
**NOTARY PUBLIC** 2021  
EXTENDED PER D.M. NO. 3795  
U-203 CARREON BLDG.  
2746 ZENAIDA ST. POBLACION MAKATI CITY  
IBP NO. 169458/01/02/2022  
PTR NO. 8651817/01-03-2022  
MCLE COMPLIANCE NO. VI-0018184/2-28-19  
ROLL NO. 60759  
APPOINTMENT NO. M-223