



Contract No.: 05-2020

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENT:

This contract made and entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT** an entity of the Republic of the Philippines, with office address at Regional Government Center, Carig Sur, Tuguegarao City, Cagayan herein represented in this contract by **ATTY. EVELYN R. RAMOS**, hereinafter referred to as the "**DOLE**";

-and-

The **REGION SECURITY AND INVESTIGATION AGENCY**, duly recognized and existing company under and by virtue of the laws of the Philippines, with office address at Diversion Road, Tuguegarao city, Cagayan, represented by its General Manager, **P/CSupt ROMEO S. PAGALILAUAN, Ret., Ph.D.**, herein referred to as the "**SERVICE AGENCY**";

-WITNESSETH THAT-

WHEREAS, the **DOLE Region 2** with office address at Regional Government Center, Carig Sur, Tuguegarao City, Cagayan is in need of a competent and qualified Security Guards.

WHEREAS, the **DOLE Region 2** through its Bids and Awards Committee (BAC) conducted a public bidding for the Procurement of Security Services for DOLE R02 for 2021;

WHEREAS, on November 17, 2020, Opening of bids was held and **REGION SECURITY AND INVESTIGATION AGENCY** passed the BAC Evaluation following the guidelines of R.A. 9184;

WHEREAS, under Section 36 of the Revised IRR of RA 9184 allows single calculated/rated and responsive bid submission;

WHEREAS, the **DOLE Region 2** had accepted the bid of the "**SERVICE AGENCY**", for the above-mentioned project in the amount of **SEVEN HUNDRED**

TWO THOUSAND EIGHT HUNDRED NINETY-THREE PESOS ONLY AND 28/100 (P 702,893.28).

WHEREAS, in consideration of the foregoing premises, the Parties to this Contract hereby agreed on the following terms and conditions:

1. The following documents are hereby incorporated and made integral part of this Contract:
 - a. Purchase Request for Outsourcing of Security Services
 - b. Invitation to Apply for Eligibility and to Bid;
 - c. Instructions to Bidders (Checklist);
 - d. Contractor's Eligibility Documents;
 - e. Contractor's Technical Proposal Documents;
 - f. Contractor's Financial Proposal Documents;
 - g. BAC Resolution Recommending the Award of Contract;
 - h. Notice of Award and Performance Security; and
 - i. Notice to Proceed;

2. In consideration of the contract rate per guard per month, the "**SERVICE AGENCY**" shall provide Two (2) Security Guards to **DOLE Region 2** who will render Twelve (12) hours shift.

Additionally, the guards shall have the following duties and responsibilities:

- Protect lives and Properties and Maintain order within the vicinity of the office;
 - Protect the interest of the employees and clients;
 - Protect the security and stability of the office
 - Adhere to the SOP of the office and the clients; and
 - Follow and implement general order, code of conduct and code of Ethics.
3. It is expressly understood and agreed upon that there is no employer-employee relationship between the "**SERVICE AGENCY**" and/or its guards and the **DOLE Region 2** accordingly, the **DOLE Region 2** shall not be liable and/or responsible for any claims by the guard or his/her heirs by reason of his/her death, injury or otherwise or claim for unpaid wages, benefits and others as provided under the labor code.

 4. It is expressly understood and agreed that the **DOLE Region 2** may at any time request for the immediate replacement of any guards assigned to the client if found unfit to perform its obligations.

 5. It is expressly understood and agreed that the budget of the contract is subject to the availability of funds.

6. It is the responsibility of the '**SERVICE AGENCY**' to provide RELIEVER of any guard who gets absent.
7. The **DOLE Region 2** agrees to pay the **SERVICE AGENCY**" its billing labor contract rate depending upon the attendance of guards payable every 15th and end of each calendar month.
8. Either party may terminate this contract at any given time and upon the violation of any of the terms and condition as provided in this contract by serving notice to the other 30 days prior to the intended termination.
9. This Agreement/Contract shall be for a period of Twelve (12) months from January 01, 2020 to December 31, 2020.
10. This Agreement becomes valid and binding on the date of signing of this Contract by the parties involved in the presence of the witnesses.
11. Any modification or amendment to this Contract shall be mutually agreed upon in writing by both parties concerned.

IN WITNESS HEREOF, both parties have hereunto set their hands this ____ day of _____, 2020 at Tuguegarao City Philippines.

DEPARTMENT OF LABOR AND EMPLOYMENT

BY:



ATTY. EVELYN R. RAMOS
 Regional Director

REGION SECURITY AND INVESTIGATION AGENCY, REGION MANPOWER SERVICES

BY:


P/SUPT. ROMEO S. PAGALILAUAN, Ret. Ph. D.
 General Manager

Signed in the presence of:


REGINALD B. ESTIOCO
 IMSD Chief, DOLE R02


ATTY. SOFIA E. MATOTE
 Assistant Regional Director, DOLE R02



ACKNOWLEDGEMENT

Republic of the Philippines)
City of Tuguegarao City, Cagayan) s.s.

BEFORE ME, a notary public for and the above jurisdiction, personally appeared the following:

NAME	COM.TAX. CERT. NO.	DATE/PLACE ISSUED
ATTY. EVELYN R. RAMOS	_____	_____
REGINALD B. ESTIOCO	_____	_____
ROMEO S. PAGALILAUAN	_____	_____

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of 4 pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this JAN 29 2021 day of _____, 2020
at Tuguegarao City, Cagayan, Philippines.

[Signature]
ATTY. LEA T. MALANA - RAI ANON
 Notary Public until Dec 31, 2024
NOTARY PUBLIC
 IBP No. 1358-01-01-2021
 PTR No. 2909700-01-04-2021
 MCLE Comp. No. VI-0018770

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