



Contract No.: 18-2022

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENT:

This contract made and entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT REGIONAL OFFICE NO. 2** 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 **REGIONAL DIRECTOR JOEL M. GONZALES**, hereinafter referred to as the "**DOLE REGION 02**";

-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 three (3) Security Guards.

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

WHEREAS, on November 08, 2022, Opening of bids was held and Region Security and Investigation Agency passed the BAC Evaluation following the guidelines of R.A. 9184;

WHEREAS, only Region Security and Investigation Agency have submitted their quotation, 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 THOUSAND NINETY-EIGHT THREE HUNDRED FIFTY-TWO AND 68/100 PESOS ONLY (₱798,352.68)**.

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

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- 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 @ 420.00/day (inclusive of COLA) and one (1) Security Guard @ 450.00/day (inclusive of COLA) who will render Eight (8) hours shift to **DOLE Region 2**.

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

- Protect lives and properties and maintain order within the vicinity of the office;
 - Roving in and around the office premises, especially at night time to ensure that no trespassing or other illegal activities are conducted within the premises of DOLE RO2;
 - Secure ingress and egress within the DOLE RO2 premises of all persons or vehicles, and things/materials brought in and out of said premises including the conduct of reasonable checks on persons and properties as normally done in public and private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials;
 - Protect the interest of the employees and clients;
 - Protect the security and stability of the office;
 - Adhere to the Standard Operating Procedures 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, 2023 to December 31, 2023.
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 _____, 2022 at Tuguegarao City, Philippines.

DEPARTMENT OF LABOR AND EMPLOYMENT

BY:


JOEL M. GONZALES
Regional Director

REGION SECURITY AND INVESTIGATION AGENCY, REGION MANPOWER SERVICES

BY:


ROMEO S. PAGALILAUAN
General Manager

Signed in the presence of:


REGINALD B. ESTIOCO
IMSD Chief, DOLE R02


JESUS ELPIDIO B. ATAL, JR.
Assistant Regional Director



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	Proof of Identity	DATE/PLACE ISSUED
JOEL M. GONZALES	<u>MG 871101</u>	<u>11/01/1987- TUG-CITY</u>
ROMEO S. PAGALILAUAN	<u>PASSPORT ID NO. P45860560</u>	<u>Jan 28, 2020 / DFA TUG CITY</u>

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 12 2022 day of _____, 2022 at Tuguegarao City, Cagayan, Philippines.

GLENN BATAJUNCAD
 Notary Public, 2022
NOTARY PUBLIC
 Notarial Commission No. 810-FUG-2021-23
 Roll of Adv. No. 1036/17
 IBP No. 1036/17
 PTR No. CGYN1286039-01/03/2022
 MLE Compliance No. VI-0014359-4/4/22-Pasig City
 Tuguegarao City, Cagayan

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