

Contract Agreement Form for the Procurement of Goods

CONTRACT AGREEMENT

THIS AGREEMENT made this day NOV 21 2024 between **DEPARTMENT OF EDUCATION- DIVISION OF DAVAO DE ORO** of the Philippines (*hereinafter called "the Entity"*) of the one part and **ACD INVESTIGATION SECURITY AGENCY, INC.** of Quezon Boulevard, Brgy. 37-D, Davao City, Davao Del Sur, Region XI, Philippines (*hereinafter called "the Supplier"*) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **PROCUREMENT OF SECURITY SERVICES FOR THE DIVISION OF DAVAO DE ORO FOR THE PERIOD JANUARY – DECEMBER 2025 (SDDO-021-2024)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Five Hundred Fifty-Two Thousand One Hundred Ninety-Three Pesos and Sixty-Four Centavos (P 1,552,193.64)** (*hereinafter called "the Contract Price"*).

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 Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing


PHOEBE G. L. REFAMONTE
OIC - Schools Division Superintendent


AMY DILLA-GRABATO
General Manager

PHOEBE GAY L. REFAMONTE
 OIC - Schools Division Superintendent

laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **One Million Five Hundred Fifty-Two Thousand One Hundred Ninety-Three Pesos and Sixty-Four Centavos (P 1,552,193.64)**, or such other sums as may be ascertained, **ACD INVESTIGATION SECURITY AGENCY, INC.** agrees to particularly **PROCUREMENT OF SECURITY SERVICES FOR THE DIVISION OF DAVAO DE ORO FOR THE PERIOD JANUARY - DECEMBER 2025 (SDDO-021-2024)** in accordance with his/her/its Bid.
4. The **ENTITY** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The **SUPPLIER** shall provide the **ENTITY** with security services to guard and protect the **ENTITY** properties at DepEd Building, Capitol Complex, Cabidanan, Nabunturan, Davao De Oro, and DepEd Training Centre at the old Division Office at NCES Compound, Poblacion, Nabunturan, Davao De Oro, from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, or such acts which may be prejudicial to the property in the interest of the **ENTITY**, such as trespassing, squatting, illegal entry over the property or building, furniture equipment and other facilities of the **ENTITY**;
6. The **SUPPLIER** shall deploy FIVE (5) Security Guards to the **ENTITY**'s premises with the following shifts or tour of duty, as follows:

SHIFT/TOUR	TIME	# of Guard to be deployed	Placed to be deployed
1 st Shift	7:00 AM – 3:00 PM	1	(Entrance Door) DepEd Building, Capitol Compound, Cabidanan, Nabunturan, Davao De Oro
2 nd Shift	3:00 PM – 11:00 PM	1	
3 rd Shift	11:00 PM – 7:00 AM	1	

AMY DILMA-GRABATO
 General Manager

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PHOEBE CAY L. REFAMONTE
 OIC-Schools Division Superintendent


4 th Shift	6:00 PM – 6:00 AM	1	DepEd Training Center and old Division Office at NCES, Poblacion, Nabunturan, Davao De Oro
5 th Shift	8:00 AM – 5:00 PM	1	(Exit Door) DepEd Building, Capitol Compound, Cabidanan, Nabunturan, Davao De Oro
TOTAL			5

7. The **ENTITY** may, whenever necessary, require the services of such guard at any time or hour of the day from the **SUPPLIER** as may be required to ensure better security and protection in which case the corresponding additional compensation prescribed in paragraph 18 hereof shall be paid;


8. The **SUPPLIER**, for the herein above said purposes, shall provide licensed, qualified, uniformed bonded armed security guards consistent with the needs and in accordance to the determination of the **ENTITY**. It is understood that such guard so assigned to the **ENTITY** shall be equipped with the necessary license from the Philippine National Police Security Agency and Guards Supervision Division, and shall comply with all the requirements set forth in Republic Act No. 5487, as amended by the Presidential Decree No. 11 or as may be required by any subsequent laws or decrees, including the implementing instruction of the Chief of Philippine National Police, among others, to wit:

- a.) Must be of good moral character, good reputation and without criminal and police records of conviction involving moral turpitude;
- b.) Must be physically fit as well as mentally and not less than twenty-one (21) years old;
- c.) Must have the necessary clearance from NBI, Philippine National Police, Office of the Chief of Police, Fiscal Office, Clerk of the Courtland, Medical certificate from duly registered and/ or licensed physician, Doctor of Medicine and Psychiatrist;
- d.) And such other requirements prescribed by Law.

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AMY DILLIA GRABATO
 General Manager


PHOEBE GAY L. REFAMONTE
OIC-Schools Division Superintendent

9. The **SUPPLIER** shall provide the necessary firearms and ammunitions to the guard assigned to the **ENTITY** as well as radio communication equipment and other security equipment;
10. In case of emergency or whenever the need hereof necessary arises, the **ENTITY**, upon written request of the **SUPPLIER**, provide the necessary security guard to the latter who shall render services to the **ENTITY** based from the requested modified time shift without prejudice to the required eight-hour shift duty;
11. The **SUPPLIER** warrants to **ENTITY** the good behavior, courtesy, decorum and discipline of the security guard assigned at the latter's premises, towards the employees and guests, third person or the public. The **SUPPLIER** shall, at all times, warrants and guarantees to **ENTITY** that the guard shall, while on duty or in **ENTITY** premises, not be under the influence of liquor, drugs or things of similar nature;
12. The **SUPPLIER** assumes full responsibility in the supervision of the deployed security guards. In case the **SUPPLIER** had no established office, the **SUPPLIER** will provide a supervisor to the posted security guard who could directly contact the main office in case complaints or request is demanded by the **ENTITY**;
13. The discipline, supervision and administration of the security guard, shall belong to the **ENTITY** in conformity with its own rules, regulations and standards. However, the **ENTITY** may, at its discretion, require the **SUPPLIER**, without explanation, the replacement of the deployed security guards whose behavior, conduct or appearance is not considered satisfactory;
14. The **SUPPLIER** shall be responsible for the damages and loss of property that may be suffered and/or incurred by the **ENTITY** at or within the premises during the hours of work of the security guards of the **AGENCY** caused by or due to the negligence of and/or misdemeanor of the **AGENCY's** security personnel, but not for any loss due to any fortuitous event, force majeure or causes beyond the control of the security personnel. Accordingly, the **SUPPLIER** is jointly, severally, primarily and directly liable with the security the guard assigned.


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General Manager

Furthermore, the **SUPPLIER** shall be responsible for any act or omission of its security guards assigned to the premises and the **ENTITY** is hereby freed from whatsoever liability and responsibility to third parties arising out of the acts or omission of the **SUPPLIER's** security guards;

15. The **SUPPLIER** warrants that its security guards deployed at the **ENTITY's** premises fully know their obligations and most especially the risk involved in the performance of his duties;
16. The **SUPPLIER** may either amend or completely revise the post assignment and tour of duties of the security guards deployed by the former to the **ENTITY** for purposes of improving the former's

services, provided that this shall not affect the services rendered to the latter;

17. It is clearly understood that there is no employer-employee relationship between the **SUPPLIER** and the **ENTITY**. The **SUPPLIER** is neither an agent nor an employee of the **ENTITY** and the **SUPPLIER** hereby acknowledges that the security guards to be deployed at the **ENTITY**'s premises are employees of the **SUPPLIER**. Accordingly, the **ENTITY** shall not be responsible for any and all claims for personal injury or death, or damage to, or loss of properties, caused to any of the security guards or to any third parties where such injury or death arises out or in the course of the performance of said guard's contractual duties. In short, the **SUPPLIER** hereby assumes full and complete responsibility incumbent upon it. The **SUPPLIER** has the Retainer Lawyer ready to handle any civil/labor or cases, which may arise;

18. The **SUPPLIER** is responsible for compliance with the laws, rules and regulations governing employer-employee relationship and payment of employee's wages, benefits and other remunerations including all other consequences of an employer-employee relationship. Accordingly, The **SUPPLIER**, upon the execution of this agreement, shall be solely responsible for unpaid or deficiency wages or allowance owing any particular time of the deployed security guards, it being clearly understood that **ENTITY** is held free from such claim;

19. The **ENTITY** has the right to withhold the payment of the monthly contract rate if in case the former has received any complaints from the **SUPPLIER**'s deployed security guards for the non-payment of their compensation and other legally mandated benefits;

20. The **SUPPLIER** shall provide the **ENTITY** regular progress report monthly.

21. The contract shall take effect on **January 1, 2025 up to December 31, 2025**, and shall be deemed automatically terminated, without notice, one day after the anniversary date of this contract from its effectivity date;

22. Upon the execution of this agreement, the **SUPPLIER** hereby binds itself that the security guard assigned to the **ENTITY** shall undergo a neuro-psychiatric and drug test examination which shall be furnished to the latter after the examination;

23. The **ENTITY** may cancel or terminate this contract in case the **SUPPLIER** fails to fulfill any of the obligations set forth in this contract. In which case, the **ENTITY** will not be in any way liable to pay the **SUPPLIER** any amount representing the portion of the contract which has not been served due to the pre-termination including penalties;

24. The **ENTITY** reserves the right to terminate the contract after thirty (30) calendar days' written notice to the **SUPPLIER**, after due

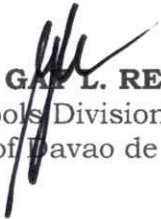

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OIC-Schools Division Superintendent

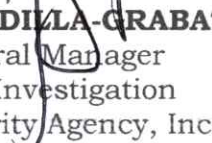

AMY DILLA GRABATO
General Manager

verification of facts that the latter is not providing satisfactory services or not complying the obligations set forth in this contract;

25. This contract of service shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.

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


PHOEBE GAL L. REFAMONTE
OIC-Schools Division Superintendent
Division of Davao de Oro


AMY DILLA-GRABATO
General Manager
ACD Investigation
Security Agency, Inc.

ACKNOWLEDGEMENT


[Format shall be based on the latest Rules on Notarial Practice]

Certified Availability of Funds


LEWI MAT DEXTER M. BELLO, CPA
Accountant III

Doc. No. 57;
Page No. 12;
Book No. XI;
Series of 2024 4;




ATTY. SOTELO VINCENT B. CABRERA
-COMMISSION SERIAL NO. 2023-307-2024-
NOTARY PUBLIC for DAVAO CITY
Valid Until December 31, 2024
ROLL OF ATTORNEYS NO. 87989
IBP O.R. NO. 321955 & 329853 dtd 12/17/2023
PTR O.R. NO. 9286323C dtd 12/19/2023 Davao City
OFFICE ADDRESS: Door 3, Tuscan Building, Pag-asa corner
Damaso Suazo Streets, 25-C Davao City
MCLE Compliance No. Newly Admitted - 05/02/2023