

GUARDING SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this DEC 29 2023 by and between:

PHILIPPINE STATISTICS AUTHORITY REGIONAL STATISTICAL OFFICE-CAR, a government agency with regional address at 141 CTLL Building, Abanao Extension, Rizal Monument, Baguio City, herein referred to as the "FIRST PARTY" and herein represented by its Regional Director **MS. VILLAFE P. ALIBUYOG** (hereinafter referred to as the CLIENT).

-and-

BAGUIO INVESTIGATION & SECURITY AGENCY, INC. (BISAI), a Corporation duly organized and existing under the virtue of the laws of the Republic of the Philippines, represented in this contract by **MR. IGNACIO F. PECKLEY, JR. CSP**, its Operations Manager, with office at Room D-205 Lopez Building, Session Road Baguio City, hereinafter referred to as the **AGENCY**.

WITNESSETH THAT:




WHEREAS, the FIRST PARTY requires the service of a competent, qualified, and efficient Security Agency to guard and protect the **PSARSSO-CAR** premises, buildings located at 141 CTLL Building, Abanao Extension, Rizal Monument, Baguio City and all properties within the building premises and perimeter areas, occupants, and general public transacting business thereat, for the year 2024;

WHEREAS, the contract for Security Services was renewed in the amount of **ONE MILLION FOUR HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 66/100 PESOS (Php 1,450,867.66)**. Hence, the **PSARSSO-CAR** adopted the guidelines on Renewal of Regular and Recurring Services provided under 2016 revised Implementing Rules and Regulations of the Republic Act 9184

NOW THEREFORE, for and in consideration of the foregoing premises and the covenants and undertakings hereinafter set forth, the parties hereto agree as follows:

1. The following documents shall form and be interpreted as part of this Contract, viz:
 - a) Bidding Documents
 - b) Invitation to Apply for Eligibility and to Bid
 - c) Instruction to Bidders
 - d) Performance Security
 - e) Addendum/Eligibility Requirements
 - f) Notice of Award
 - g) Other document that may be required by the FIRST PARTY
 - h) The Bid form accomplished and submitted by the SECOND PARTY including all its attachments, and all other documents submitted by the latter; and
 - i) All other pertinent documents issued by the FIRST PARTY
2. This Contract shall be for a period of One (1) year commencing on **January 1, 2024 to December 31, 2024** unless earlier revoked/terminated. However, at the option of the FIRST PARTY and subject to the existing laws and regulations, the SECOND PARTY shall extend its services even after the termination of the contract in case no new procurement was made possible by the FIRST PARTY;
3. The SECOND PARTY shall secure, safeguard and protect the PSA-RSSO CAR buildings and premises against theft, pilferage, robbery, sabotage, destruction, or any unlawful acts by strangers or malefactors. The services shall include the

safeguarding of the occupants of the building, and the officers, employees, visitors, and clientele inside or within the vicinity of the said property and premises. The SECOND PARTY shall provide five (5) qualified security guards who are efficient, competent, bonded and in prescribed uniform while on duty, and with proper license issued by the proper authorities and possessing all requirements of R.A. No. 5487. However, this number may be increased or decreased depending upon the exigencies of the service and upon the discretion of the FIRST PARTY, the SECOND PARTY shall render services on a twenty-four (24) hour basis, seven days a week, including Saturdays, Sundays and Holidays. The SECOND PARTY shall see to it that the guards to be posted at the premises of the FIRST PARTY passed the drug test and shall remain to be drug free.

4. The SECOND PARTY shall provide the necessary firearms and ammunitions, all the equipment indicated in the Bidding documents, as well as other required security equipment and paraphernalia as may be demanded by circumstance of their duties and functions. The Security Agency shall augment efficient equipment for monitoring purposes of the daily activities of the Procuring Entity such as Metal Detectors and CCTV cameras.;
5. The SECOND PARTY shall be liable and responsible for any claim for personal injury or damage, including death either to any of the guards or to third persons where such injury, or death arises out, or in the course of the lawful performance of the Security Functions of said guards, and shall exempt the FIRST PARTY from such liabilities;
6. The SECOND PARTY shall be solely responsible for hiring, payment of wages of the security guards and other personnel movements like suspension or dismissal, and under no circumstances shall these security guards be considered as employees of the FIRST PARTY, provided, however, that the FIRST PARTY has the right to demand for replacement of any of the security guards who may be found remiss in the performance of their duties or in any way undesirable. The SECOND PARTY also assumes full responsibility of the proper conduct, discipline and individual performance of the duties of the security guards being furnished, and shall act accordingly on complaints or negative reports brought against them. 
7. Pursuant to the DOLE DO 150-16, The Revised Guidelines Governing the Employment and Working Conditions of Security Guards and Other private Security Personnel in the Private Security Agency, if there are wage increases or adjustments after the execution of the Security Services Contract, the prescribed increases in wage rates of security guards and other private security personnel shall be borne by the FIRST PARTY and the Security Services Contract shall be deemed amended accordingly. In the event that the FIRST PARTY fails to pay the prescribed increases, the SECOND PARTY shall be jointly and solidarily liable with the FIRST PARTY.
8. The FIRST PARTY shall not in any way liable to the security guards for the payment of any claim for injury, sickness or any other claim under any existing laws, rules and regulations nor for the payment of the *Social Security System, Pag-ibig and Philhealth* contributions, all these being for the account of the SECOND PARTY. Further, the SECOND PARTY shall submit to the FIRST PARTY certified copy of receipts of payment of government's dues/remittances for the security guards' *SSS, Philhealth and Pag-ibig*, all of which shall be part of the requirements in processing the payment of billing for this contract. 
9. The SECOND PARTY hereby holds itself liable for the loss or damage of the FIRST PARTY'S property, equipment and facilities as well as the property of its officials, employees or guests that are duly accounted for and placed under the custody of the guard on duty in cases arising from theft, pilferage, robbery, malicious, and other mischief, arson, vandalism, and so forth. Such liability arises 

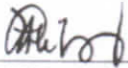
if after due investigation the losses or damages are attributable to the negligence, omission, or fault of the security guard on duty.

10. The SECOND PARTY shall render monthly performance or status report to the FIRST PARTY.
11. The FIRST PARTY shall, upon request by the SECOND PARTY for payment, and submission of supporting documents necessary for payment, pay the latter for services rendered the amount indicated in its bid, which amount shall be subject to the usual government accounting and auditing rules and regulations and applicable government taxes;
12. The FIRST PARTY shall have the right. To inspect the guards on duty at any time and demand, for immediate replacement when necessary on the grounds of gross misconduct, poor performance, negligence, undisciplined, discourtesy and for committing an offense involving moral turpitude;
13. Both parties agree to conduct monthly performance evaluation of security guards being furnished using instrument mutually designed and approved by herein parties or through their duly authorized representatives. Each party shall have similar copy of the accomplished evaluation.
14. The SECOND PARTY shall put up a performance bond in favor of the FIRST PARTY, in order to secure the faithful performance and compliance with the provisions of this Contract and as provided for under RA 9184 and its Implementing Rules and Regulations. The liability however of the SECOND PARTY shall not be limited to the amount of the performance bond thus posted but shall be effective even after the cancellation or termination of this Contract should there be any claim by the FIRST PARTY against the SECOND PARTY for loss or damage;
15. Should there be any need to clarify issues/concerns pertinent to this Contract for its effective implementation the same must be expressed in writing by either party duly signed and communicated to the other party and the same once ratified/concurred by both parties shall form part of this Contract, provided that such clarification shall not result to its substantial amendments or giving undue advantage to either party.
16. The FIRST PARTY has the right to terminate the services of the SECOND PARTY within the Contract period by means of written notice served upon the latter at least thirty (30) days in advance, for any of the following grounds: (a) violation/s of the provisions of this contract; (b) consistent poor performance; (c) violation of the labor laws, rules and regulations; and (d) failure to comply timely remittance of legally demandable obligations, or for any valid grounds
17. Should any portion of provision of this Contract be declared invalid, illegal, or unenforceable, for any reason whatsoever, the legality and enforceability of the remaining provisions shall not in any way affected or impaired thereby.
18. The SECOND PARTY is encouraged to create or participate in Gender and Development (GAD) related programs and activities for its security personnel; and
19. The duties, liabilities and obligations of a security agency as specified in the documents stated in Item number one (1) above shall be deemed to form and be read and constructed as part of this, and herein parties shall be bound thereby.

IN WITNESS WHEREOF, the parties hereto, have affixed their signatures this DEC 29 2023 day of _____, in Baguio City.

PHILIPPINE STATISTICS AUTHORITY
REGIONAL STATISTICAL OFFICE
CORDILLERA ADMINISTRATIVE REGION

BAGUIO INVESTIGATION AND
SECURITY AGENCY, INC

By: 
MS. VILLAFE P. ALIBUYOG
Regional Director

By: 
MR. IGNACIO F. PECKLEY, JR. CSP
Operations Manager


MR. GERARD A. TOLITO
OIC- Chief Administrative Officer

Signed in the Presence of


MR. JERRY F. KEPKEP-AS
Security Supervisor

ACKNOWLEDGEMENT

Republic of the Philippines) S.S.
Baguio City)

BEFORE ME, a Notary Public in BAGUIO CITY personally appeared the following persons, exhibiting their TIN cards as competent evidence of their identity.


MS. VILLAFE P. ALIBUYOG _____

MR. IGNACIO F. PECKLEY JR. VIN: 1102-0171C-B2172IFP10000-4

Known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their free and voluntarily act and deed as well as of the corporation/s entity represented.

WITNESS MY HAND AND SEAL this DEC 29 2023 day of _____, 2023 at _____.

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Book No : XII
Series of 2023


Atty. CHARLES BRUNSON B. LANG-AYAN
Notary Public for Baguio City
NA-203-NC-22-07/Until December 31, 2024
Roll No. 6042403-23-12, MM
PTR No. 597799w/12-22-22/BC
IBP No. 241693/12-6-22/MM
GF Insular Life, Abanao Ext, Baguio