

**CONTRACT OF SERVICES**

**(PROCUREMENT OF FOUR (4) MONTHS SECURITY SERVICES FY 2024)**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Security Services is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at Pasay City, Philippines, by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM)**, a government instrumentality attached to the Department of Trade and Industry (DTI), with principal address at Golden Shell Pavilion, Roxas Boulevard corner Gil Puyat Avenue, Pasay City, represented herein by its Executive Director, **ROMLEAH JULIET P. OCAMPO**, hereinafter referred to as "**CITEM**";

-and-

The **SUPERB SECURITY AND INVESTIGATION AGENCY, INC.**, a duly licensed Security Agency, duly organized and existing under the laws of the Republic of the Philippines, with office address at 816 Aurora Blvd., corner P. Bernardo St., Brgy. Kaunlaran, Cubao, Quezon City, herein represented by its Managing Director, **REGINA PANIS**, and hereinafter referred to as the **AGENCY**;

**-WITNESSETH That-**

**WHEREAS**, CITEM is in need of an Annual Security Services for FY 2025 to support its day to day operations and in implementing of its mandate;

**WHEREAS**, CITEM – Bids and Awards Committee (CITEM-BAC), has conducted procurement activity in accordance with Section 10 of RA 9184 for the purpose of obtaining the services of a security agency of the Procuring Entity, to protect and safeguard its office, manpower and properties;

**WHEREAS**, among the three (3) invited bidders and those who took interest to participate in the bidding, three (3) submitted its bid and **SUPERB SECURITY AND INVESTIGATION AGENCY, INC.**, was declared as the Lowest Calculated Bid;

**WHEREAS**, the BAC designated a Technical Working Group (TWG) to conduct a post qualification of the above requirement, wherein the latter submitted a post qualification report to the former for consideration;

**WHEREAS**, the BAC reviewed the post qualification report submitted by the Technical Working Group, and it was found that **SUPERB SECURITY AND INVESTIGATION AGENCY, INC.**, is substantially compliant for the above-mentioned requirement;

**WHEREAS**, upon careful examination and evaluation, the BAC found and declared **SUPERB SECURITY AND INVESTIGATION AGENCY, INC.**, as the Lowest Calculated and Responsive Bidder;

**NOW, THEREFORE**, for and in consideration of the above premises, as well as the terms and conditions hereinafter set forth, the Parties hereto have mutually agreed as follows:

1. **AGENCY** shall provide **CITEM**, at the initial implementation of this contract, a pool of qualified, bonded, uniformed and armed security guards, subject to regular conduct of evaluation and performance.
2. That, the **AGENCY**, whenever required and as the need arises, shall replace the Security Guards assigned to **CITEM** with the qualifications prescribed in the Terms of Reference or Technical Proposal attached, two (2) months after conduct of evaluation and performance.
3. The **AGENCY** shall provide at its expense the necessary firearms and ammunitions and other supplies, tools and items mentioned in Annex 3 to the security guards assigned to **CITEM**.
4. There shall be no employer-employee as well as agency relationship between **CITEM** and the **AGENCY** and the latter's guards assigned to **CITEM**. It is expressly understood and agreed that the guards assigned by the **AGENCY** to **CITEM** are employees of the former, as such, the **AGENCY** warrants and undertakes to be responsible for the payment to said guards which they are entitled under the law. Moreover, it is expressly understood herein that guard/s of the **AGENCY** are not employees of **CITEM** and as such the **AGENCY** shall be responsible for claims against personal injury or damage caused by or to the security guards where such injury or damage arose out of and in the course of the performance of security functions and duties.
5. The **AGENCY** as employer of the security guards shall retain the sole, exclusive exercise and absolute right to rotate, re-assign, suspend, lay-off, terminate and/or impose disciplinary measures, direct and control in accordance with the existing minimum wage law and other labor laws the services and compensate the security guards assigned to **CITEM**; provided further however, that the rotation, reassignment, suspension, lay-off, termination or imposition of disciplinary measures on the security guards by the **AGENCY** shall not affect the performance by the **AGENCY** of its obligations and undertakings under this contract; provided further that such rotation or reassignment shall have proper coordination with **CITEM** and mutual agreement by both parties. **CITEM** shall have the right to request in writing on the replacement of the assigned guards, whenever necessary, to cope with the security and protection requirements of **CITEM**. For its part, the **AGENCY** shall provide and assign the additional or replacement of security guards within five (5) working days from receipt of such written request from **CITEM**.
6. The **AGENCY** shall be responsible for such losses or damages which are due solely to the negligence of the guards, by way of thievery, pilferage, damage, robbery and vandalism and other unlawful acts, provided however, that the loss has been attributable to the fault of the guards, with credible and legitimate incident report surrounding the alleged losses of items/goods or materials. In case of such loss or damage, written notice of loss or damage should be given to the **AGENCY** within forty-eight (48) hours from the time of occurrence. **CITEM** agrees to have the **AGENCY** properly represented in any investigation that will be conducted where the responsibility of the **AGENCY** is at stake. If after investigation it is established beyond reasonable doubt that the loss/damage incurred by **CITEM** is attributed solely to the fault or negligence of the guard/s without any contributory negligence on the part of **CITEM**, the **AGENCY** agrees to restore, indemnify, and pay for such loss or damage. The **AGENCY**, however, shall not be liable if the loss/damage is due to or occasioned by any of the following:

- a. Force majeure or fortuitous event or any acts of God;
- b. Negligence on the part of **CITEM** or any of its personnel or employees;
- c. The lost/damaged property was not properly accounted for by both the **AGENCY** and **CITEM** or by their duly authorized representatives;
- d. When the loss or damage occurred inside a closed house, structure, office, room, building or warehouse where the guards of the **AGENCY** are not allowed or have no access to, unless there are clear sign of forcible entry in areas within sight of the guards;
- e. When the lost or damaged property is pocketable or easily transported or concealed or which cannot be considered as bulky such as, but not limited to, pocket calculator, jewelries and cash;

In this case employees shall be required to voluntarily declare and register with the guards all their personal belongings like calculators and other pocketable items upon entry otherwise; the same shall not be allowed out after office hours by security guards without written clearance from the management.

Likewise, employees of **CITEM** shall be required to keep all pocketable items like calculator, jewelries and cash inside their closed and locked drawers when leaving offices their respective areas for some time i.e. conferences and snack time, and during departure time in the afternoon to avoid unseen loss, damage or losses of said items. The **AGENCY** will not be held responsible for cash and jewelries left and lost inside an employee's drawer.

- f. When **CITEM's** lost/damaged properties were issued to its official/employee for his/her use, care and safekeeping and the said properties were not properly endorsed to the **AGENCY's** guards or representatives;
- g. When the lost/damaged properties belong personally to the official/employee of **CITEM**;
- h. When the loss or damage is due to or the result of orders of **CITEM** beyond the scope of this Contract.

Lost or damaged properties for which the **AGENCY** is liable shall be evidenced by the inventory of properties, property gate pass, or written entries in logbooks maintained by the property custodian, section head or guards or the person primary accountable for such item(s), a copy whereof shall be furnished to the **AGENCY** for reference.

- 7. **CITEM**, due to the nature of its business operations, may cause the **AGENCY** to absorb and retain some or any particular guard upon verbal notice and reserves the right to reduce or increase the number of guards or replace all followed by formal writing the same as exigency/ies of its operations may require and such absorption, reduction, retention, increase or replacement shall become effective 24 hours after notice thereof is given by **CITEM** to the **AGENCY**. Additional guards shall be made available to **CITEM** for special occasions upon sufficient notice in writing to the **AGENCY**.
- 8. **CITEM** shall require periodically the **AGENCY** to submit proof and documents to validate their compliance with payments due to the Government and to their guards such as monthly payroll and pay slips, remittances of contributions to SSS, Pag-ibig, Philhealth etc., together with the **AGENCY's** monthly billing statement. The **AGENCY** shall attach and certify that said security guards are paid regularly in accordance with minimum wage and existing labor laws and standards.

9. **CITEM** may at any time, and at any instance, conduct an inquiry and/or conduct an investigation on a complaint by any security personnel of the **AGENCY** assigned to **CITEM** regarding any violation of minimum wage law and other existing labor laws without prejudice of filing the appropriate case in the NLRC or any labor body. Should the results of the inquiry or the investigation found to have basis or meritorious, it is understood that the **AGENCY** have deemed violated this contract, and that **CITEM** has the right /cause to terminate the contract and may consider any *prima facie* evidence against the **AGENCY** of its violation a cause to recede/terminate the contract. Further, the decision of **CITEM** shall be final and binding.
10. The **AGENCY** shall submit a security plan to **CITEM** upon signing of contract and the latter shall be consulted on security matters and the duly designated **CITEM**'s Security Officer or HRD officer or admin officer shall recommend measures to improve security in coordination with the **AGENCY**. The recommendation shall be in formal writing.
11. Whenever necessary or at the end of every semester, there shall be a constant dialogue between the **AGENCY** and **CITEM** to thresh out any problems on security matters as well as to recommend measures to improve security services.
12. **AGENCY** shall provide client with the copies of the Biodata and other required documents of the guards assigned to **CITEM** wherein it can evaluate/choose from prior to or side-by-side with an interview. An immersion process for a minimum of one week shall be made as a pre-requisite in the evaluation process prior to the regular posting or the turn-over from the existing security provider to the **AGENCY**.
13. This contract shall have the force and effect from January to April 2025, unless either party for cause embodied in this contract terminates the same by written notice to the other party at least thirty (30) days in advance. Failure to notify the **AGENCY** as foretated shall make **CITEM** liable for the service fees for the remaining duration of the 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 condition hereof.

- ANNEX "1" – General Conditions of the Contract
- ANNEX "2" – Special Conditions of the  
Conditions of the Contract
- ANNEX "3" – Schedule of Requirements
- ANNEX "4" – Technical Proposal of AGENCY
- ANNEX "5" – Notice of Award
- ANNEX "6" – Financial Proposal of AGENCY/  
And Breakdown of Contract  
Cost
- ANNEX "7" – BAC Resolution awarding the  
Project
- ANNEX "8" - Performance Bond
- ANNEX "9" – Summary of Contract Cost

14. It is further agreed by both parties that should the client fail to pay the **AGENCY** for the services rendered for three (3) consecutive monthly pay periods such will be sufficient cause for the **AGENCY** to terminate the contract by written notice to that effect at least one (1) month in advance, and pull out its security guards.

The **CITEM** 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 **AGENCY** without a written notice of the former.

15. The **CITEM** hereby agrees to pay the monthly billing rate within thirty (30) days upon receipt of the statement of accounts.
16. In the event that a new law, presidential decree, executive order, letter of instruction, regulation, ordinance, and other issuance is enacted by any competent government agency or instrumentality which modifies, amends, alters or revises the rules or regulations with respect to the minimum wage, SSS, ECC, Medicare, Pag-ibig and other employee benefits to include, additional compensation, allowances and bonuses, then the rates as herein stipulated in Annex 6 may be adjusted accordingly, except for the administrative and profit margin (which shall remain the same throughout the duration of the contract), to conform with the newly mandated wages and benefits as amended by such new law, presidential decree, letter of instructions, regulation, ordinance and other issuance. Special non-working holidays likewise proclaimed thru Executive Orders shall entitle the agency automatic rate adjustment.

#### **CONTRACT AMOUNT**

17. For and in consideration of the services to be rendered by the **AGENCY** to **CITEM**, the latter shall during the term of the Contract pay to the Agency the sum of **ONE MILLION ONE HUNDRED TWO THOUSAND SIX HUNDRED THIRTY-SEVEN AND 84/100 (Php1,102,637.84) PESOS** for the period of **four (4) months** from receipt of Contract and Notice To Proceed. The actual amount of payment shall be based on the actual number of hours of services rendered by the guards to the **CITEM**. Annex 6 shows the breakdown of the contract cost and the rates of the Agency per guard that will be followed in the contract.
18. This contract shall be subject to other terms and conditions as provided for in the TOR and its Annexes hereof, which shall form an integral part of this contract.

#### **DURATION OF THE CONTRACT**

This Contract shall be for a period of four (4) months or from January 1, 2025 to April 30, 2025, upon receipt of Notice to Proceed, and may be renewed for another year contract or up to a maximum of three (3) years, subject to regular performance evaluation period of the services of the **AGENCY**, unless written notice of termination shall have been given by one party to the other party at least thirty (30) days prior to the expiration of the period agreed and or stipulated upon.

#### **PERFORMANCE SECURITY**

1. The **AGENCY** shall furnish **CITEM** a Performance Security in the amount specified in Section 39.2 on IRR of RA 9184 and the Performance Security shall be valid until issuance by the **CITEM** of the Certificate of Final Acceptance as stated in Section 39.3 of IRR of RA 9184.
2. The Certificate of Release of Performance Security shall be released to the **AGENCY** after issuance of Final Acceptance by **CITEM** provided that the latter has no claims for filed against the **AGENCY** by a reputable bank or surety company.

3. In case **CITEM** requested for additional number of security personnel for its trade fair events, the **AGENCY** shall post an additional performance security following the form and amount as prescribed in Section 39.2 of IRR of RA 9184 to cover the cumulative increase of security personnel.
4. The failure of **AGENCY** to materially comply with any of the requirements despite notification of non-compliance with the Contract shall constitute sufficient grounds for declaring the **AGENCY** as non-performing, leading to termination of the Contract and the forfeiture of the Performance Security.

#### **TAXES AND DUTIES**

1. Tariffs, taxes, charges and duties applied for and made applicable directly by the government upon the service to be rendered under the agreement shall be for the account of the **AGENCY** and deemed to have been included in the bid proposal. No request for revision of prices and claims by the **AGENCY** for the reason that such taxes or duties were not included in the bid price for any reason shall be entertained.

#### **PENALTY FOR DELAY/BREACH**

1. It is hereby understood that should the authorized representative of **CITEM** refuse to accept delivery from the **AGENCY** for any unjustified reason to be determined by the arbitrators, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date the **AGENCY** actually delivered the items at the subject office.
2. If the **AGENCY** fails to deliver any or all of the Goods or perform the services within the period specified in Schedule of Requirement, **CITEM**, *upon written notice* and without prejudice to other remedies provided under this Contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to ONE TENTH OF ONE PERCENT (0.1%) of the total value (including handling charges) of the delayed Goods or the unperformed portion for each day of delay until actual delivery/performance. The maximum amount of liquidated damages shall not exceed Ten percent (10%) of the total Contract Price, in which event **CITEM** shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

#### **TERMINATION OF THE CONTRACT**

##### 1. Pre-Termination Clauses:

**CITEM** and/or the **AGENCY** have the right to pre-terminate this Contract prior to its expiration in any of the following causes:

- a. Guards are asked to perform functions beyond the scope of their duty as stipulated in the contract; to include illegal acts;
  - b. **CITEM** failed to pay the **AGENCY** for the services rendered for three (3) consecutive monthly pay periods, such will be sufficient cause for the **AGENCY** to terminate contract by written notice within 30 calendar days to that effect; and
  - c. Violation of any provision/s of this contract
2. **CITEM** may terminate this Contract if the **AGENCY** does not show satisfactory performance in the delivery of services with acceptable quality based on the Specifications and standards, after previous written warning/notice, PROVIDED that such

termination shall not be construed as waiver of the **AGENCY's** liabilities and **CITEM's** right to recover the value of payments plus damages under this Contract.

#### 1.1. TERMINATION FOR DEFAULT

**CITEM**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the **AGENCY**, may terminate this Contract in whole or in part:

- a. If the **AGENCY** fails to deliver any or all of the Goods or perform the services within the period(s) specified in the Contract, or within any extension thereof granted by **CITEM**; or
- b. If the **AGENCY** fails to perform any other obligation(s) under the Contract;
- c. If the **AGENCY**, in the judgment of **CITEM**, has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of **CITEM**, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive **CITEM** of the benefits of free and open competition.

In the event **CITEM** terminates the Contract in whole or in part, **CITEM** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the **AGENCY** shall be liable to the **CITEM** for any excess costs for such similar Goods and Services. However, the **AGENCY** shall continue performance of the Contract to the extent not terminated.

#### 1.2. TERMINATION FOR INSOLVENCY

**CITEM** may at any time terminate the Contract by giving written notice to the **AGENCY** if the **AGENCY** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the **AGENCY**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **CITEM**.

#### 1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, the **AGENCY** shall not be liable for forfeiture of its Performance Security Liquidated Damages or Termination for Default if the delays in performance or failure to perform its obligations under the Contract is the result of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of the **AGENCY** and not involving the **AGENCY's** fault or negligence. Such events may include, but are not restricted to, wars and revolutions, fires, flood, epidemics, quarantine restrictions and freight embargoes.

- c. If a Force Majeure arises, the **AGENCY** shall promptly notify CITEM in writing of such condition and the cause thereof. Unless otherwise directed by CITEM in writing, the **AGENCY** shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

#### ARBITRATION

1. In case of a dispute between **CITEM** and the **AGENCY**, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

#### ADDITIONAL PROVISIONS

1. There shall be no escalation of rates during the duration of the Contract.
2. This contract shall be governed by and construed in accordance with the laws of the Philippines.
3. In the event any of the parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions of this contract, the parties hereby agreed that any such proceedings shall be brought exclusively in the proper courts of Pasay City.
4. No amendment in or modification of the terms of this Contract shall be made except by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto signed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024 Pasay City, Philippines

**CENTER FOR INTERNATIONAL TRADE  
EXPOSITIONS AND MISSIONS**

By:



**ROMLEAH JULIET P. OCAMPO**  
Executive Director



**SUPERB SECURITY AND INVESTIGATION  
AGENCY, INC.**


By:



**REGINA PANIS**  
Managing Director

Signed in the presence of:

  
**ATTY. ANNA GRACE I. MARPURI**  
Department Manager III, CSD

  
**JAMES NIÑO**  
Witness

  
**MALERNA C. BUYAO**  
Div. Chief, Controllership



ACKNOWLEDGMENT

Before me a notary public for and in QUEZON CITY this 30 JAN 2025 of \_\_\_\_\_ 2024, personally appeared:


NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/VALID UNTIL
ROMLEAH JULIET P. OCAMPO REGINA PANIS	_____	_____

Known to me to be the same persons who executed this Contract consisting of nine (9) pages including this Acknowledgement, and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

IN WITNESS WHEREOF, I hereunto sign my name and affix my notarial seal this 30 JAN 2025 day of \_\_\_\_\_, 2024 in QUEZON CITY, Philippines.

NOTARY PUBLIC

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**ATTY. BRYAN G. PEKAS**  
 Notary Public for Quezon City  
 Valid until December 31, 2025  
 Roll of Attorney No. 66393  
 IBP No. 491739 / 02 January 2025, Q.C.  
 Admin Matter No. NP-317 / TIN 289-467-753  
 PTR No. 10095447, 01-02-2025, Marikina City  
 MCLE Compliance No. VII-0025903; 01-30-2023  
 603 EDSA Diamond Finance Bldg, Brgy. SMDP Cubao, Q.C.