



Republic of the Philippines
Department of Transportation
LAND TRANSPORTATION OFFICE
REGIONAL OFFICE NO. VIII
Government Center, Candahug, Palo, Leyte



CONTRACT AGREEMENT

THIS AGREEMENT made the 29 day of DEC, 2023 between the **LAND TRANSPORTATION OFFICE – Regional Office No. VIII**, with office address at Government Center, Candahug, Palo, Leyte, hereinafter called “**the PROCURING ENTITY**” of the one part and **METROGLOBAL SECURITY AGENCY, INC.** of Room 5, 2nd Floor, P & M Bldg., Torres St., Tacloban City hereinafter called “**the SUPPLIER**” of the other part;

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly **SECURITY SERVICES FOR THE C.Y. 2024 OF LTO-RO8** with identification number: **BAC-PB-G-SS-1123-0002** and has accepted a Bid by the SUPPLIER for the supply of those goods and services for *Sixteen Million Five Hundred Ninety-Three Thousand Four Hundred Seventy-Four and 24/100 Pesos only (Php 16,593,474.24)* hereinafter called “**the CONTRACT PRICE**”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the **SUPPLIER** is duly licensed security agency under R.A. 5487 otherwise known as the “Private Security Agency Law” engaged in the business of rendering private security services to guard and protect the properties and employees within the premises of **LTO-RO8** located at the **Government Center, Candahug, Palo, Leyte** and its **District & Extension Offices, Licensing Centers, and Impounding Areas** region-wide against theft, robbery, pilferage and other unlawful acts of strangers or third parties subject to the stipulations set hereunder;
2. That the **PROCURING ENTITY** is desirous of engaging the services of the **SUPPLIER** for the purpose of protecting and safeguarding the properties to include the lives and limbs of the employees and its visitors within the premises of its **District & Extension Offices, Licensing Centers, and Impounding Areas** region-wide and the **LTO-RO8 compound located at Government Center, Candahug, Palo, Leyte**;
3. That the **SUPPLIER** has offered to provide the required security services under the terms and conditions herein stated and the **PROCURING ENTITY** has accepted the offer;
4. That the **SUPPLIER** has agreed to safeguard and protect the **LTO-RO8** and its **District & Extension Offices, Licensing Centers, and Impounding Areas**, properties, real and personal, its employees and their properties from theft, pilferage, acts of violence or vandalism caused by a person, whether **LTO-RO8** Officials, employees, laborers, contractors, visitors, guests or strangers, or all of the above mentioned;



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5. That the **SUPPLIER** shall furnish the **PROCURING ENTITY** *sixty-four (64) security guards. Thirty-one (31) for Leyte areas; eleven (11) for Southern Leyte areas; three (3) for Biliran; and nineteen (19) for the Samar areas*, acceptable to the **PROCURING ENTITY** that will secure all the LTO properties within its premises and compound at Land Transportation Office, Regional Office No. 8, Government Center, Candahug, Palo, Leyte on fixed post duties including Saturdays, Sundays and Holidays;
6. That this security shall be on fixed-roving post duties every day inclusive of Saturdays, Sundays, and any legal or non-working holidays. The tour of duties shall be as follows:
 - a. **First Shift** - **06:00 A.M. to 02:00 P.M.**
 - b. **Second Shift** - **02:00 P.M. to 10:00 P.M.**
 - c. **Third Shift** - **10:00 P.M. to 06:00 A.M.**
7. That the number of security guards shall be increased or decreased as the need arises upon mutual agreement by the parties and in cases of emergencies such as fires, riots, and other man-made and natural calamities to augment the security forces at the **PROCURING ENTITY's** premises to protect the properties and the latter's threat;
8. To carry out the undertakings specified in the preceding paragraph, the **SUPPLIER** shall employ security personnel adequately and properly equipped to efficiently accomplish the work and services undertaken herein. The **SUPPLIER** warrants that its personnel are licensed security guards by **PNP-SAGSD thru PNP FESAGS RO8**, properly trained, well disciplined, physically fit, of good moral character, neat in uniform, and not have been convicted of any crime, and to be detailed twenty-four (24) hours a day including Saturdays, Sundays, and Holidays.
9. That the security services rendered to the **PROCURING ENTITY** by the **SUPPLIER** at the **CONTRACT PRICE** to be charged to the **PROCURING ENTITY** shall always conform and be in accordance to and in compliance with the provisions of the Laws of the Republic of the Philippines such as Labor Code, General Orders, Presidential Decrees, Letters of Instructions and/or Orders now existing and/or issued hereafter by the Philippine Government or its proper authorities;
10. That any or all of the terms and conditions stipulated in this **CONTRACT** that may be and/or contrary to said aforementioned Laws, Decrees, Letters of Instructions,



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and / or Orders now existing and / or issued thereafter shall automatically be changed to follow, obey, and to mean to interpret and to conform and comply with each new legal requirements;

11. That it is expressly understood and agreed that the necessary security personnel by the **SUPPLIER** in carrying out its part of this contract shall be paid by the **SUPPLIER** and the **PROCURING ENTITY** is free from any and all liabilities or claims which may be filed by the security guard by reasons of their employment under this contract or under the provisions of any labor laws, it being understood that no security guard shall be deemed an employee of the **PROCURING ENTITY**. The **PROCURING ENTITY** may whenever necessary require the services of an additional number of guards from the **SUPPLIER** to ensure better protection, provided, that the due written notice thereof is served to the **SUPPLIER**;
12. That the **SUPPLIER** shall assume the responsibility for any loss or damage arising from theft, robbery, pilferage, and other unlawful destructive acts that may occur at the **PROCURING ENTITY**'s premises during the watch hours of the **SUPPLIER**'s guards. Provided such loss or damage will be sufficiently established to be due to negligence, dishonesty or faults in the lawful performance of the security duties by such guard, except in cases where the loss or damage is entirely due to force majeure or fortuitous events or under the following circumstances:
 - a. In case where loss occur inside a closed office and / or building into which the **SUPPLIER** or its agent has no access unless otherwise proven that the door or any part of the building was forcibly opened and that such loss or damage is reported to the guard immediately upon its discovery;
 - b. Any property belonging the **PROCURING ENTITY** in the building and issued to its employees is the accountability and responsibility of said employees;
 - c. Any loss or damage to any property belonging to the **PROCURING ENTITY** kept in an open storage but has not been turned over to the **SUPPLIER** or physical inventory has been made thereon in the presence of the authorized representative of the **PROCURING ENTITY** and the **SUPPLIER**;
13. That the **PROCURING ENTITY** obliges itself to report in writing to the **SUPPLIER** any loss or damage to **PROCURING ENTITY**'s property or properties due to negligence of the **SUPPLIER**'s security guards within twenty-



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18. That the security guard assigned to the post, maintain a complete record of all incoming and outgoing official communications, supplies, properties, equipment of the office and shall not allow its release without proper order or notice from the official or employee concerned of the office;
19. That the security guard shall not allow visitors, guests, and other persons with official or personal transactions of his person and the person of the official or employee concerned;
20. That the security guard shall record all trips of service vehicles indicating therein the person who used and operated the same including the passengers, on board, the purpose, and its destination;
21. That the security guard shall immediately report and record all untoward incidents on their post assignments and tour of duties to the Regional Director and/or any concerned official of the office. The Administrative Officer and Supply Officer shall be informed and/or furnished a copy of the report should the incident involve loss or damage to any property of the **PROCURING ENTITY**;
22. That any and all Impounded Motor Vehicles turned over and received officially by the security guard on duty shall be the responsibility of the **SUPPLIER**. In case of loss or damage of the vehicle, its value and/or the cost of repair shall be borne by the guard on duty and his/her employer;
23. That the security guard shall obey all orders, instructions, and memorandum inherent to their functions duly approved by the Regional Director and his authorized representative or official of the office;
24. That all expenses to be incurred by the **SUPPLIER** personnel acting as witnesses in cases to be initiated by the **PROCURING ENTITY** against third parties shall be understood to be for the account, including filing fees, attorney's fees, transcript of record, bond of litigation expenses necessary for the purposes of prosecution of defense of the rights and interest of the **PROCURING ENTITY**;
25. That the **SUPPLIER** shall immediately furnish a substitute/reliever security guard, as a replacement upon recommendation by the **PROCURING ENTITY**'s Regional Director should the previously assigned security guard become unacceptable or his services unsatisfactory to the latter, provided, that the due written notice thereof is served to the **SUPPLIER**;

[Handwritten signatures and initials on the right margin]



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26. That the **SUPPLIER** shall protect the **PROCURING ENTITY** from any liability arising from non-observance of the laws, rules, and regulations mentioned in the preceding paragraphs and/or whatever claims, cases either administrative, criminal, or civil as a result of the non-compliance of the agreements stipulated in this contract;
27. That for and in consideration of the foregoing premises, the **PROCURING ENTITY** binds itself to pay the **SUPPLIER** during the lifetime of this contract the sum of **Php 22,778.84** for the *Night Shift*) and **Php. 20,948.20** for the *Day Shift*) per security guard payable on a monthly basis after receipt of the bill on the last day of each month, equivalent to eight (8) hours of duty daily. In addition, overtime pay shall be paid for the services rendered over eight (8) hours payable in two (2) installments, on the *15th* and *30th* of the month, respectively;
28. That the contract shall be in effect from the period from **January 01, 2024, to December 31, 2024, (12 months)**, unless otherwise terminated or canceled by either party, provided, however, that upon the expiration of the term and no other contract is signed or notice of cancellation is received by the **SUPPLIER** from the **PROCURING ENTITY**, then this agreement shall automatically be renewed another period under the same terms and conditions. However, any party may terminate this contract when services of the security guard are no longer needed for sufficient and valid reasons upon issuance of a Notice of Termination within thirty (30) days before expiration to the party concerned;
29. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
30. 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 an integral part of this Agreement, viz.:
- i. 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
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;




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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;

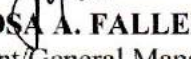
- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **The winning bidder agrees that additional contract documents or information 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 **SIXTEEN MILLION FIVE HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED SEVENTY-FOUR AND 24/100 PESOS ONLY (Php 16,593,474.24)** or such other sums as may be ascertained, **METROGLOBAL SECURITY AGENCY, INC.** agrees to the **SECURITY SERVICES FOR THE C.Y. 2023 OF LTO-RO8** in accordance with his/her/its Bid.
4. The **LAND TRANSPORTATION OFFICE – RO8** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.


ATTY. LEDWINO R. MACARIOLA
Regional Director

for:

LAND TRANSPORTATION OFFICE
Regional Office No. VIII


Ms. ROSA A. FALLER
President/General Manager

for:

METROGLOBAL SECURITY
AGENCY, INC.



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FUNDS AVAILABILITY:

Amount: PHP 16,593,474.24


JAMIE LYNN D. BIDAN
Chief, Finance and Management Division

ACKNOWLEDGEMENT


REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
CITY OF TACLOBAN)

BEFORE ME, a Notary Public for and in the City of Tacloban, personally appeared
this DEC 29 day of 2023, 2023 personally appeared the following:

Name	Gov't ID / No.	Issued on / Issued at
<u>ATTY. LEDWINO R. MACARIOLA</u>	<u>LTO-ROVIII-024</u>	<u>LTO-RO8</u>
<u>Ms. ROSA A. FALLER</u>	<u>Tax Identification No.</u>	<u>05/11/2018</u>
	<u>937-615-582-000</u>	<u>Baybay, Leyte</u>

All known to me and to me known to be the same persons who executed the foregoing **CONTRACT AGREEMENT** and they acknowledged to me that the same is their free and voluntary act and deed. This instrument, consisting of 3 pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

Doc. No. 334
Page No. 33
Book No. 11
Series of 2023.


ATTY. J. M. S. LENTEJAS
Notary Public until Dec. 31, 2024
NC. No. 2023-01-14
PTR No. 1440320 / Jan. 5, 2023 / Tacloban City
IBP Lifetime No. 019115 / Leyte Chapter
Roll of Attorney's No. 67379
MCLE Compliance No. VII-0004971 / July 16, 2021
Brgy. 64, Bliss Sagkahan, Tacloban City