

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract Agreement ("Contract") is entered into this JAN 28 2025, 2025 in the City of ~~MARILAO, BULACAN~~ by and between the following:

BUREAU OF LOCAL GOVERNMENT FINANCE (BLGF), a government agency created by virtue of the laws of the Philippines, with principal office address at 8th Floor, EDPG Building, BSP Complex, Roxas Boulevard, Manila, represented herein by its Executive Director, **CONSOLACION Q. AGCAOILI** (hereinafter referred to as "**CLIENT**")

-and-

CIRCA SECURITY AND INVESTIGATION, INC., a domestic corporation duly organized and existing under the laws of the Philippines, located at 30 Goldstar Building, Malhacan, Meycauyan, Bulacan, represented herein by its President/General Manager, **RITA R. GONZALES** (hereinafter referred to as "**CONTRACTOR**")

-WITNESSETH-

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WHEREAS, the **BLGF**, through the FY 2025 National Expenditure Program (NEP), in accordance with the Government Procurement Policy Board (GPPB) Circular No. 01-2009 dated 20 January 2009, allowing government agencies to undertake early procurement activities prior to the receipt of the funds/allotment programmed for the purpose, apply the sum of **Two Million Fifty-Thousand Pesos (P2,050,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Security Services**;

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WHEREAS, the **BLGF-Bids and Awards Committee (BLGF-BAC)**, in its Resolution No. 071-2024 dated 23 December 2024, recommended to the Executive Director to award the contract for security services to the **CONTRACTOR**, with the total bid amount of **Two Million Thirty-Five Thousand Thirty-Five Pesos (P2,035,035.96)**;

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NOW, THEREFORE, in consideration of the foregoing premises, the **CLIENT** awards the Contract Agreement to the **CONTRACTOR** for a period of one (1) year effective January 1, 2025 to December 31, 2025.

ARTICLE I SCOPE OF RESPONSIBILITY

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The **CONTRACTOR** shall provide security services to the **CLIENT** generally along the Standard Operating Procedure (SOP) and as indicated in the submitted technical proposal as a required by the **CLIENT**. The **CLIENT** shall coordinate with the **CONTRACTOR** in the safety, precautionary and/or preventive measures or steps to be taken in case of emergency or calamity.

ARTICLE II TERM

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This Contract shall be for a period of one (1) year, commencing on January 1, 2025 to December 31, 2025, subject to the Guidelines in the Procurement of Security Services.

ARTICLE III DUTIES OF THE CONTRACTOR

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3.1 The **CONTRACTOR** shall provide a Security Detachment of five (5) security guards including one (1) Officer-in-Charge (OIC) for the **CLIENT** on a twenty four (24) hour daily basis, divided into three (3) shifts of eight (8) hours per shift, to wit:

0700 to 1500 Hrs.; 1500 to 2300 Hrs.; 2300 to 0700 Hrs.

At the start of the month, the **CONTRACTOR** shall submit to the Chief, Administrative Division (ADMIN) the list of guards and their deployment for purposes of monitoring shift rotation. Any change shall be duly reported to the ADMIN.

- 3.2 Assigned security guards must be of good moral character, with good reputation, courteous, alert, physically and mentally fit, without criminal or police records, duly licensed and properly cleared by the PNP, NBI and other government agencies issuing clearance for employment of security service.
- 3.3 In case of absences, the **CONTRACTOR** shall provide relievers who are equally competent and duly licensed as regular guards. Relievers should be presented to the Chief, ADMIN prior to his scheduled duty.
- 3.4 The **CONTRACTOR** shall not allow any security guard to work or cover two (2) eight (8) hour shifts within a 24-hour period, unless called for by fortuitous events or natural calamities. In which event the same shall immediately be reported to the Chief, ADMIN the following day. Any overtime pay shall be for the account of the Security.
- 3.5 Additional security guards shall be provided by the **CONTRACTOR** upon request of the **CLIENT** whenever the exigencies of the service so require and the necessary expenditure for the employment of such additional guards shall be paid by the **CLIENT**.
- 3.6 The **CONTRACTOR** agrees to submit all bio-data of the five (5) security guards to ADMIN Division. It is understood and agreed that the **CLIENT** reserves the right to screen, deny or accept the assignment of any security personnel recommended by the **CONTRACTOR** to perform services. Likewise, the **CLIENT** reserves the right to request at any time for the change of any security guard.
- 3.7 The **CLIENT** reserves the right to require the **CONTRACTOR** to make corresponding reduction of its personnel for any particular period during the coverage of services on account of budgetary constraints or reduction of floor area of office premises.
- 3.8 The **CLIENT** upon written representation may at any time demand the replacement of any guard whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as maybe determined by the **CLIENT**. Refusal shall be ground for the termination of contract. The **CONTRACTOR** may also have a guard changed or replaced but it shall be done only after proper consultation with and approval of the **CLIENT**.

ARTICLE IV CONSIDERATION

- 4.1 The **CLIENT** shall pay the **CONTRACTOR** the sum of Two Million Thirty-Five Thousand Thirty-Five Pesos (P2,035,035.96) for one (1) year, inclusive of 12% VAT pursuant to Section 6 of RA 9337. This amount covers the wages of personnel, allowances and/or emolument due them pursuant to existing labor laws and lawful issuances in effect and in force at the date of the execution of the contract.
- 4.2 The **CLIENT** shall pay the **CONTRACTOR** every 15th and the end of each calendar month upon submission of the corresponding bill therefore and of a certification to the effect that the wages of the security guards and the officer-in-charge for the preceding month have all been paid on time and pay slips have been issued to the guards and the officer-in-charge.
- 4.3 The **CONTRACTOR** shall pay the amount due each guard per month and all allowances, thirteenth month pay and other benefits as reflected in the submitted breakdown of the salary which are adopted as an integral hereof. Failure to comply therewith shall be sufficient cause for **CLIENT** to terminate the Contract.

ARTICLE V RESPONSIBILITIES AND LIABILITIES

- 5.1 The **CONTRACTOR** shall assume full responsibility for any loss or damage that may occur to the properties covered by the contract when such loss or damage is due to the

fault or negligence of the guards or when such fault or negligence of the guards contributed to the cause of, or aggravated the loss or damage except losses or damages due to fault or negligence attributable to the **CLIENT** or its agents or is due to force majeure or fortuitous event. Any dispute concerning question of facts as to the cause of the damage or loss shall be determined by a joint investigation to be conducted by the **CLIENT** and the **CONTRACTOR**. If necessary, they may seek assistance from any government law enforcement or investigating agency whose report shall be submitted to the BLGF Executive Director for final decision. The **CONTRACTOR** shall pay for the money value of the property lost or damaged as the case maybe not later than fifteen (15) days after the decision.

- 5.2 The **CONTRACTOR** shall assume full responsibility in the proper performance of the duties of the security guards of the detachment, as well as for any action and/or omission by said security guards, within the **CLIENT's** building and premises or for the furtherance of the exercise of their duties, the **CLIENT** being specifically released from any liability to third parties from such act, omission or commission.
- 5.3 The **CONTRACTOR** shall pay the security guards in accordance with the existing minimum wage law and in case of overtime rendered by the guard shall be for the account of **CONTRACTOR** at the rate authorized by law.
- 5.4 The **CONTRACTOR** shall issue pay slips to their security guards reflecting the salary/wage and other authorized deductions and shall likewise furnish the **CLIENT** copies of the pay slips issued to the security guard for each payday. Breach thereof may be a cause for termination of the contract by the **CLIENT**, which termination shall take place 30 days from issuance of such notice.
- 5.5 The **CONTRACTOR** agrees to hold the **CLIENT** free from any liability to security guards arising out of or by reason of their employment under the contract or of any law or laws in effect or may hereafter be enacted.
- 5.6 The **CONTRACTOR** shall provide the security guards with duly licensed firearms, ammunitions, nightsticks, metal detector, two-way radio communication system, flashlights with batteries or rechargeable flashlights and security paraphernalia, etc. necessary for the security guards efficient and effective performance of their duties shall also see to it that the security guards on duty always observe proper decorum and grooming including the wearing of complete uniform, and that after their tour of duty no guard shall stay in the **CLIENT** premises. It shall likewise provide periodic training to its guards as required by existing rules and regulations.
- 5.7 The security guards under this Contract shall not be considered employees of the **CLIENT** but employees of the **CONTRACTOR** for all intents and purposes under existing laws on labor and employment.
- 5.8 The **CONTRACTOR** shall ensure that their security guards are all vaccinated and they strictly follow the minimum health protocols in accordance with the IATF guidelines.

ARTICLE VI OTHER CONDITIONS

- 7.1 The **CLIENT** may conduct periodic or surprise inspection of the security post at any time, day and night to check and/or insure that the guards are at their respective/assign post. This is to ensure effective and satisfactory service and any findings of default or performance that is below satisfactory shall be ground for the termination of the contract.
- 7.2 That survey may be conducted every six (6) months by the Chief Administration Division to ensure effective and satisfactory service and any findings of default or performance that is below satisfactory shall be ground for the termination of the contract.
- 7.3 That the performance evaluation of the service provider may be used as basis for renewal of contract subject to the provisions in the GPPB-Resolution-No.-06-2022

"APPROVING THE GUIDELINES ON THE RENEWAL OF REGULAR AND RECURRING SERVICES".

7.4 If for any reason, any part or provision of the contract shall be held invalid, no other part of this Contract shall be affected thereby.

**ARTICLE VII
TERMINATION OF CONTRACT**

Notwithstanding the fixed duration of this contract, the services of the **CONTRACTOR** may be terminated earlier due to the failure or neglect to perform or comply with any covenants or conditions, agreements or restrictions herein above stipulated.

6.1 The **CONTRACTOR** hereby agrees to answer for any losses or damages that may be suffered by the **CLIENT** on account of termination without justifiable cause.


6.2 Any additional costs or expenses that the **CLIENT** may incur in excess of the contract amount due to the pre-termination of this Contract shall be charged against the **CONTRACTOR** and the performance bond shall be answerable therefore.

**ARTICLE VIII
PERFORMANCE SECURITY**

The **CONTRACTOR**, within ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity but in no case later than prior to the signing of Contract by both parties, shall furnish the **CLIENT** a Performance Security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

IN WITNESS WHEREOF the parties hereby affixed their signatures this
JAN 28 2025 at the **MARILAO, BULACAN**, Philippines.

BUREAU OF LOCAL GOVERNMENT FINANCE
Client



CONSOLACION Q. AGCAOILI
Executive Director




**CIRCA SECURITY AND
INVESTIGATION AGENCY, INC.**
Contractor



RITA R. GONZALES
President/General Manager

Signed in the presence of


ANASTACIA R. LLANETA
Deputy Executive Director
Bureau of Local Government Finance


ROMMEL JAY L. LAGADAN
Operation Officer
Circa Security and
Investigation Agency, Inc.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }

City of ~~MARILAO, BULACAN~~ ^{SS}

~~JAN 28~~ ²⁰²⁵ BEFORE ME, a Notary Public for and in the City of ~~MARILAO, BULACAN~~ ^{SS} day of 2025 personally appeared:

Name:

Valid ID

CONSOLACION Q. AGCAOILI

BLGF No. 6003

RITA R. GONZALES

CRN-0007-3313328-6

who have satisfactorily proven to me their identities through their IDs, that they are the same persons who executed and voluntarily signed the foregoing Memorandum of Agreement which they acknowledged before me as their free and voluntary act and deed, and the voluntary act and deed of the entities they represent, and that they have the authority to sign in such capacity.

The foregoing Memorandum of Agreement consisting of (4) pages including the page on which this acknowledgement is written, has been signed on the left margin of each and every page by the parties and their witnesses.

WITNESS MY HAND AND SEAL, this ~~JAN 28~~ ²⁰²⁵ at ~~MARILAO, BULACAN~~

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Page No. 55;
Book No. 2;
Series of 2025.



Nenita D.C. Tuazon
ATTY. NENITA D.C. TUAZON
NOTARY PUBLIC
PNC-113-MB-2024 UNTIL DEC. 31, 2026
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ATTORNEY ROLL NO. 47194
PTR NO. 1173701 1/02/25 TIN NO. 170-907-664-000
MCLE EXEMPTION NO. VII-ACAD003959 UNTIL 04/14/2025