

## Contract Agreement for Services

This **CONTRACT AGREEMENT** made on the \_\_\_\_\_ day of December 2022 between the **OFFICE OF TRANSPORTATION COOPERATIVES** with principal address at 5<sup>th</sup> Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103, the Procuring Entity (hereinafter called the "**Entity**") and **ARM CORPORATE SECURITY SERVICES, INC.** with office address at 28 Gladiola Street, Roxas District, Quezon City, Metro Manila 1103, the Supplier (hereinafter called the "**Security Service Provider**"):

**WHEREAS**, based on the result of the OTC-BAC meeting conducted last 27 December 2022 for the **Procurement of Security Services for CY 2023 for the Office of Transportation Cooperatives**, the **Entity** subsequently accepted and duly approved the amount of Three Hundred Forty Seven Thousand Five Hundred Seventy Pesos and Sixteen Centavos (PhP 347,570.16), inclusive of appropriate EWT and VAT withholding taxes (hereinafter called the "**Contract Price**") for the engagement of a Security Agency with one (1) Security Personnel for twelve (12) months, from January 2023 to December 2023 pursuant to OTC-Bids and Awards Committee Resolution No. 012, series of 2022.

### 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.



#### 4. Inspection and Tests

The Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Entity requires, and where they are to be conducted. The Entity shall notify the Security Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Security Service Provider to the authorized inspectors at no charge to the Entity.

#### 5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Security Service Provider, a warranty shall be required from the Security Service Provider as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Entity shall promptly notify the Security Service Provider in writing of any claims arising under this warranty. Upon receipt of such notice, the Security Service Provider shall, repair or replace the defective Goods or parts thereof without cost to the Entity, pursuant to the Generic Procurement Manual.

#### 6. Liability of the Security Service Provider

The Security Service Provider's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Security Service Provider is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Entity.



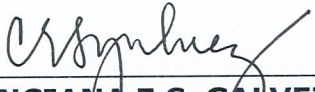
Special Conditions of Contract

GCC Clause	
1	<p>The Security Service Provider will furnish the Client, a written report of all results of inspection undertaken by the security staff. Likewise, a monthly report summarizing the activities of the security force during the period will be submitted not later than the 10<sup>th</sup> day of the following month. A month before the end of Contract Year, the Security Service Provider will provide the Client, a copy of Security's Annual Report that include, among others, the security accomplishment and contribution to the growth of the Client, observations, recommendations and directions for the forthcoming year which will benefit the agency. In addition, the agency, from time to time, will continue to provide assistance in the pursuit of the Clients' goals and objectives through continues dialogue of its officers with the Management of the client, regarding major issues/problems highlighted in the security report which solutions to the problems will be resolved and the Client will be assured that the In-house rules and regulations are effectively and efficiently carried out.</p> <p>The Security Service Provider shall provide OTC with the following equipment whenever the need for such occurs:</p> <p>I. FIREARMS (1 unit) .38 Caliber Revolver and/or .12 Gauge Shotgun</p> <p>II. AMMUNITION Sufficient load and reserve</p> <p>III. COMMUNICATION EQUIPMENT Handheld Radio Transceivers Megaphone</p> <p>IV. METAL DETECTORS</p> <p>V. STUN GUNS</p> <p>VI. HAND CUFFS/SPECIAL HAND CUFFS</p> <p>VII. TRUNCHEONS/WHISTLES</p> <p>VIII. TEAR GAS</p> <p>IX. FASHLIGHTS/LOGBOOKS</p> <p>X. RAIN BOOTS/RAINCOATS/UMBRELLAS</p> <p>XI. CCTV</p> <p>XII. MEDICAL KIT</p>
2.2	<p>[If partial payment is allowed, state] "The terms of payment shall be as follows:</p>
4	<p>The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]</p>

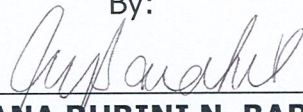
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

OFFICE OF TRANSPORTATION      ARM CORPORATE SECURITY SERVICES, INC.  
COOPERATIVES

By:

  
**CRESENCIANA E.S. GALVEZ**  
Officer-in-Charge, Office of the Chairperson

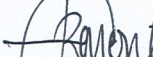
By:

  
**MS. ANA RUBINI N. BARATA, CSP, CSMS**  
President



**NITA M. LOPEZ-COSARES**  
Accountant III

REPUBLIC OF THE PHILIPPINES )  
CITY OF QUEZON CITY ) S.S.

  
 ATTY. ROSALINDA ADRIANO-MONTENEGRO  
 Notary Public  
 Commission Expires on Dec. 31, 2023  
 PTR No. 24431440-01/05/2022 - Q.C.  
 IBP No. 195704 - 01/04/2022 - Q.C.  
 Roll No. 38, 39  
 MCLE Comp. No. VII-0021074 - 04/14/2025

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## COST DISTRIBUTION PER MONTH

### WAGE ORDER NO. NCR - 23

Effective June 4, 2022

12 Hours Duty, 5 Days A Week- Excluding Holidays

#### A. AMOUNT DIRECTLY TO GUARD

Let "W" = New Daily Wage

1. Average rate per month = "W" x 261 days/12 mos.
2. Average OT Pay/Month
3. Night Differential Pay
4. 13th Month Pay = "W" x 243 /12/12
5. 5 Days Incentive Pay = "W" x 5/12
6. Uniform Allowance (Per R-IV-4 RA 5487)

#### A. TOTAL AMOUNT DIRECTLY TO GUARD

#### B. AMOUNT TO GOV'T. IN FAVOR OF GUARD

7. Retirement Benefit = "W" x 22.50/12
8. SSS (Employer's Share)
9. SSS (Mandatory Provident Fund)
10. Philhealth (Employer's Share)
11. State Insurance
12. PAG-IBIG Fund (RA 7742)

#### B. TOTAL AMOUNT TO GOV'T IN FAVOR OF THE GUARD

#### C. TOTAL AMOUNT TO GUARD & GOV'T. (A+B)

#### D. ADMINISTRATIVE OVERHEAD & MARGIN

#### E. VALUE ADDED TAX (VAT) (12% of "D")

#### F. TOTAL CONTRACT PER MONTH = "C"+"D"+"E"

#### DAY RATE

P	570.00
P	12,397.50
	7,214.06
	-
	961.88
	237.50
	100.00
P	20,910.94
P	1,068.75
	1,657.50
	-
	247.95
	30.00
	100.00
P	3,104.20
P	24,015.14
	4,418.79
	530.25
P	28,964.18

ARM CORPORATE SECURITY SERVICES, INC

ANA RUBINI N. BARATA, CSP, CSMS  
President