

Contract Agreement Form for Goods and Services

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the JAN 15 2024 day of 20 between **Council for the Welfare of Children (CWC)** of the Philippines (hereinafter called "the Entity") of the one part and **Tellus Security Agency Inc. of Quezon City, Philippines** (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly **Procurement of Security Services for CWC Central Office for Fiscal Year (FY) 2024, ITB NO. 2024-0003-EPA** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Nine Hundred Forty-Four Thousand Six Hundred Ninety-Five Pesos 44/100 only (P944,695.44)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. 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 integral part of this Agreement, viz.:
 - I. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Terms of References and Technical Specifications (see annex "A");
 - 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;

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. **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.**

Commission on Audit
Council for the Welfare of Children
RECEIVED

By: HR 1/17/24

3. In consideration for the sum of ***Nine Hundred Forty-Four Thousand Six Hundred Ninety-Five Pesos 44/100 only (P944,695.44)***, or such other sums as may be ascertained, ***TELLUS SECURITY AGENCY INC.*** agrees to terms and conditions of the project ***Procurement of Security Services for CWC Central Office for Fiscal Year (FY) 2024, ITB NO. 2024-0003-EPA*** in accordance with his/her/its Bid.
4. The ***Council for the Welfare of Children (CWC)*** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. **Ownership of Goods and Intellectual Property Rights**

Upon the successful delivery and acceptance of the goods and services by the Procuring Entity (P.E.), all intellectual and actual property rights arising from said delivery and acceptance shall become the sole and exclusive property of the Procuring Entity. The Seller hereby irrevocably assigns and transfers to the Procuring Entity (P.E.) all rights, title, and interest in and to the intellectual and actual property rights. The Seller agrees to take all necessary actions, execute any required documents, and provide any reasonable assistance as may be necessary to fully effectuate and confirm this assignment of rights. The Seller further warrants that the goods and services provided do not infringe upon the intellectual property rights of any third party, and the Seller shall indemnify and hold harmless the Procuring Entity (P.E.) from any claims, liabilities, costs, or damages arising from any such infringement. This ownership clause shall survive the completion, expiration, or termination of any agreement between the Procuring Entity (P.E.) and the Seller related to the goods and services, and it shall be binding upon the Seller, its successors, and assigns.

6. **Penalty Clause for Delayed Delivery of Services or Goods**

In the event of a delay in the delivery of services or goods as stipulated in the Contract, the Supplier shall be liable to pay a penalty for each calendar day of delay. The penalty shall be calculated as a percentage of the total contract value and shall be equivalent to 1% (one percent) for each calendar day of delay.

A. **Calculation of Penalty**

The penalty amount for delayed delivery shall be calculated using the following formula:

$$\text{Penalty Amount} = (\text{Total Contract Value}) \times 0.01 \times (\text{Number of Calendar Days Delay})$$

B. **Maximum Penalty**

The maximum penalty for delayed delivery shall not exceed [Maximum Penalty Percentage] of the total contract value.

C. **Notice of Delay**

In the event of a delay, the Procuring Entity shall promptly notify the Supplier in writing, specifying the details of the delay, including the number of calendar days by which the delivery is delayed.



D. Penalty Deduction

The Procuring Entity shall deduct the applicable penalty amount from any payments due to the Supplier under the Contract. If the penalty exceeds the outstanding payment, the Supplier shall be required to remit the remaining penalty amount to the Procuring Entity within [Penalty Payment Period] days of receiving the penalty notice.

E. Waiver and Appeals

No waiver of the penalty shall be deemed to have occurred unless expressly agreed upon in writing by both parties. The Supplier may appeal the penalty assessment by providing documented evidence of exceptional circumstances that led to the delay. The decision to waive or reduce the penalty amount shall be at the sole discretion of the Procuring Entity.

F. Cumulative Remedies

The penalties stipulated in this Clause are in addition to any other remedies available to the Procuring Entity under the Contract or applicable laws.

G. Effective Date

This Penalty Clause shall take effect as of the date of signing the Contract and shall remain valid until the completion of all contractual obligations

7. Termination of Contract

This Agreement can be terminated only based on any of the following conditions:

- A. By agreement of the Parties. The initiating Party may send a notice of termination to the other Party in writing regarding the proposed cessation of the Agreement. The termination of this Agreement will take effect only after both Parties have agreed upon it in writing.
- B. If any of the Parties has violated any of its provisions.
- C. Any notices required under this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail or facsimile to the following addresses:

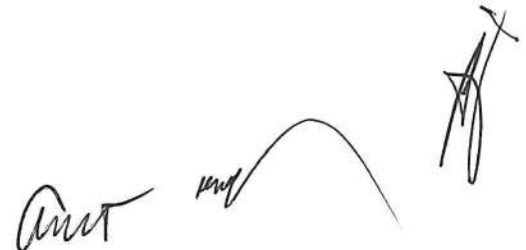
To Seller:

ERNESTO R. FOJAS, JR.

President

TELLUS SECURITY AGENCY INC.

Unit 7-C No. 51 Cambridge Street,
Barangay E-Rodriguez St.,
Cubao, Quezon City



To the CWC:

USEC. ANGELO M. TAPALES

Executive Director V

Head of the Procuring Entity (HoPE)

Council for the Welfare of Children

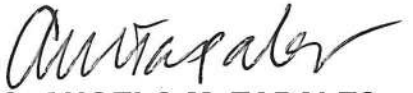
No. 10 Apo Street, Barangay Sta. Teresita

Quezon City, Philippines

Tel. No.: (02) 8461-6620

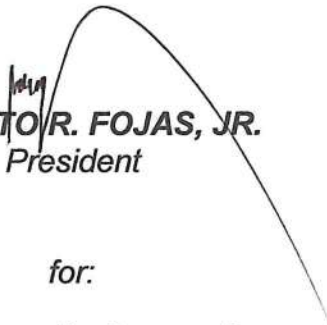
Any such communication shall be deemed to have given or made on the date such letter was hand-delivered, registered, or transmitted from the sender's facsimile operator but any assumption of actual notice shall be subject to rebuttal to show that it has not actually been received.

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.


USEC. ANGELO M. TAPALES
Executive Director V
Head of the Procuring Entity

for

Council for the Welfare of Children


ERNESTO R. FOJAS, JR.
President

for:

Tellus Security Agency Inc.

SIGNED IN THE PRESENCE OF:


NORMA L. BELLEN

Chief Administrative Officer (CAO)

Administrative and Finance Division


Maria Andrea Escobar
VP & General Manager


BRYAN CRIS C. NEON

Account III

Certifications as to the availability of funds/Disbursement of Funds shall be Subject to Existing Budgeting Accounting and Auditing Rules and Regulations.

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

ANNEX "A"

TERMS OF REFERENCE

I. Scope of Work

The Service Provider shall perform and complete with utmost good faith and diligence the protection and safeguarding of the CWC employees, properties, and premises.

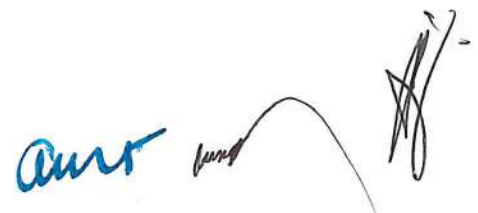
The Service Provider shall deploy two (2) security guards and provide them all necessary tools and equipment to sufficiently perform continuous and uninterrupted security services.

The services to be provided by the Service Provider shall consist of the following:

- a. Guard and protect the CWC premises and all properties within from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage, and other unlawful acts.
- b. Ensure the safety and security of all employees, clients, and visitors within the CWC premises and defend them from assault, harassment, threat, intimidation, and other criminal acts.
- c. Implement security measures and policies which may be promulgated from time to time.

The general functions of the assigned security guards shall include the following:

- a. Be in the frontline in the preservation of peace and order within the CWC premises.
- b. Conduct and facilitate necessary health protocols to incoming and outgoing employees, clients, and visitors.
- c. Patrol and rove within the CWC premises to check signs of intrusions and ensure security of doors, windows, gates, vehicles, equipment, and other properties before and after office hours.
- d. Monitor, log, and authorize entrance and departure of employees, clients, and visitors.
- e. Monitor and frisk employees, clients, and visitors for firearms, deadly weapons, explosives, toxic chemicals, prohibited drugs, contraband items, and other similar items. Firearms and other deadly weapons shall be deposited to the security guard on duty in exchange for a firearm receipt.
- f. Call the police, fire department, or ambulance in cases of emergencies such as fire, hazards, criminal activities, or other disorders that may put the lives of personnel and properties in peril.
- g. Prepare incident reports especially on irregularities that may be encountered such as property damage, theft, and presence of unauthorized persons.
- h. Safe keep room keys and vehicle keys and monitor the borrowing of keys.
- i. Safe keep locator slips for monitoring of employees' whereabouts and authority to render overtime services.
- j. Safe keep vehicle trip tickets for monitoring of CWC vehicles' whereabouts.
- k. Safe keep gate passes and borrower slips for monitoring of CWC properties' whereabouts.
- l. Monitor, log, and inspect all incoming and outgoing vehicles.
- m. Monitor the CCTV.



- n. Perform other related tasks as may be assigned or as the need arises.

II. Qualifications of the Service Provider

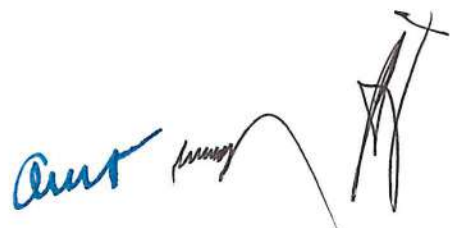
- a. The Service Provider must have at least ten (10) years of experience in security services.

III. Duties and Responsibilities

- a. The Service Provider shall pay CWC a performance bond equivalent to five percent (5%) of the total contract price.
- b. The Service Provider shall provide two (2) duly licensed security guards.
- c. The Service Provider shall provide the security guards all necessary tools and equipment to sufficiently perform continuous and uninterrupted security services.
- d. The Service Provider shall furnish CWC the copies of NBI, health, and other appropriate clearances, upon deployment of the security guards. CWC may recommend to the Service Provider the termination of erring security guards.
- e. The Service Provider shall provide relievers in case of absences incurred by any assigned security guards to ensure continuous and uninterrupted service.
- f. The Service Provider shall provide the security guards with complete uniforms and ID cards to be worn at all times for proper identification.
- g. The Service Provider shall pay the security guards all applicable holiday pays and overtime pays as included in the Approved Budget of Contract.
- h. The Service Provider shall ensure that all security guards are screened and declared physically and mentally fit before being allowed to report to assigned post. The security guards shall not be under the influence of any intoxicating substance or prohibited drug. Any security guard found to be so shall be recommended to the Service Provider to be relieved immediately from post.
- i. The Service Provider shall assume full responsibility for occurrences arising from the negligence, fault, misdemeanor, or unlawful act of its personnel and thereby agrees to indemnify any loss, damage, destruction, or injury that may be incurred or suffered by CWC, its employees, and its stakeholders.

IV. Manpower Complement

- a. Number of security guards: Two (2) – one (1) dayshift, one (1) nightshift.
- b. Days per week: Seven (7) days a week, Sunday to Saturday including holidays.
- c. Hours per shift: Twelve (12) hours a shift, 7:00am to 7:00pm for dayshift, 7:00pm to 7:00am for nightshift.
- d. Experience: At least two (2) years in security services.
- e. With valid security guard license.
- f. With valid license to carry firearms.
- g. With complete personal equipment which includes the following:
 - Uniform
 - Nightstick
 - Whistle
 - Flashlight
 - First Aid Kit
 - Handcuffs
- h. Must be of good moral character.
- i. Physically and mentally fit.



V. Supplies and Equipment

The Service Provider shall provide the security guards all necessary supplies and equipment which include, but not limited to, the following:

- a. Licensed service firearm with ammunition, one (1) unit for both guards
- b. Metal detector, one (1) unit for both guards
- c. Reflector vest, one (1) piece for each guard
- d. Communication radio, two (2) units in total
- e. Logbook, two (2) pieces monthly
- f. Black ballpen, two (2) boxes monthly
- g. Mobile phone load for each

VI. Contract Duration

The contract duration shall be from January 1, 2024 to December 31, 2024 for a total of one (1) year.

VII. Payment

Payment shall be made on a monthly basis for twelve (12) months subject to submission by the Service Provider of billing statement and other supporting documents, such as copies of payroll, remittances with official receipt of SSS, PAG-IBIG, PHILHEALTH, and other state insurance fund contributions for all security guards.

XXX XXX XXX

DOC. NO. 271
PAGE NO. 55
BOOK NO. VII
SERIES OF: 2024

SUBSCRIBED AND SWORN
BEFORE ME ON THIS JAN 15 2024
AT QUEZON CITY EXHIBITING
HIS/HER RES. CERT NO. _____ ISSUED
ON _____ AT _____


ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. AP 204 (2023-2024)
ISP O.R. No. 180815 2023 & ISP O.R. No. 180816 NL 2024
PTR O.R. No. 4127771 D 1/03/2024 / Pol No. 33832 / TIN# 129-071-009-01
MCLE No. 788 FROM APRIL 15, 2023 UNTIL APRIL 14, 2025
Address: 31-F Harvard St. Cubao, Q.C.

SECRETARY’S CERTIFICATE

I, Maria Andrea F. Escobar, of legal age, Filipino, with business address at Unit 7-C No. 51 Cambridge St., Brgy. E. Rodriguez, Cubao, Quezon City, after having been sworn to in accordance with law, do hereby certify:

- 1. That I am duly elected and incumbent Corporate Secretary of Tellus Security Agency Inc., a corporation organized and existing under and in accordance with the laws of the Republic of the Philippines, with principal office and place of business at the above stated address;
- 2. That as such Corporate Secretary, I am the custodian of the corporate records of Tellus Security Agency Inc., including the minutes of the meetings of its Board of Directors;
- 3. That at the meeting of the Board of Directors held at its principal place of business at Unit 7-C No. 51 Cambridge St., Brgy. E. Rodriguez, Cubao, Quezon City on January 10, 2024 at which meeting, a quorum was present and acted throughout, the following resolutions were adopted and approved:

RESOLVED, that the Directors of the Corporation, appoint and designate Mr. Ernesto R. Fojas Jr., President and CEO of Tellus Security Agency (TSAI) Inc., as replacement of Mr. Dennis R. Mescallado, previously the Marketing Authorized Signatory of Tellus Security Agency (TSAI) Inc. who is no longer affiliated to the company,, to sign, execute, and deliver any and all applications, documents, forms and other similar writings with the Philippine Government for the bidding of security services, specifically for the Procurement of Security Services for CWC Central Office for Fiscal Year (FY) 2024.

RESOLVED, further that there is absolutely no intra-corporation dispute and all of the board of directors support the primary objectives and the continuous operation of this business.

- 4. That the foregoing resolutions have not been altered, modified, or revoked and that the same are still in full force and effect;
- 5. That I am executing this Certificate for whatever legitimate purpose it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand at Quezon City, on this 11th day of January 2024.

Maria Andrea F. Escobar
Corporate Secretary

JAN 11 2024

SUBSCRIBED AND SWORN to before me this _____ day of _____ at _____
QUEZON CITY affiant exhibited to me his/her Community Tax Certificate No. _____
issued at _____ on _____.

Doc No. 311;
Page No. 14;
Book No. 11;
Series of 2024.

ATTY. HILARICA UNTAYAO
Not. Com. Expires 31 December 2025
Roll No. 13425 - PSP No. 350951 (2024)
PTR No. 5531573 (2024-Quezon City)
MCLE No. VII-0000383 (Until 2025)
26 Columbia St., Cubao, Quezon City