



Republic of the Philippines
AKLAN STATE UNIVERSITY
Banga, Aklan

NOTICE OF AWARD

March 11, 2014

ELEGANCE SECURITY AGENCY, INC.

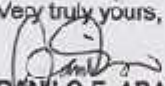
131 B. Magallanes St., Roxas City
Tel: No. (036) 821-0035
Fax: (036) 522-2839

Dear Madame:

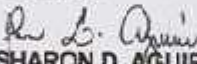
We are happy to notify you that your Bid dated February 27, 2014 for execution of the Procurement of Security Services for the Contract Price of equivalent to **One Million One Hundred Twenty Five Thousand Nine Hundred Pesos Only (Php 1,125,900.00)**, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) calendar days from receipt of this notice, performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security within the given period shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


DANILO E. ABAYON, PhD
SUC President II

Conforme:


SHARON D. AGUIRRE
Bidder's Representative
ELEGANCE SECURITY AGENCY, INC.
Date: 3/11/14

RECEIVED: by: *fg...*
1:20 pm. 3/17/14

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CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract for Security Services is made and entered into at Banga, Aklan, Philippines this ____ day of March 2014, by and between:

ELEGANCE SECURITY AGENCY, INC., a duly licensed security agency with office and postal address at 131-B Magallanes Street, Roxas City, Capiz, Philippines, represented in this act by its Corporate Finance Officer, SHARON D. AGUIRRE, hereinafter referred to as the "**AGENCY**";

-and-



AKLAN STATE UNIVERSITY, a public higher education institution with principal office at Banga, Aklan represented herein by its President, DR. DANILO E. ABAYON, herein referred to as the "**ASU**";

WITNESSETH:

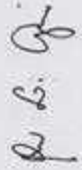
WHEREAS, the **ASU** needs security services to safeguard and protect the properties, employees, students, and guests of Aklan State University in Banga, Aklan against all crimes and unlawful acts;

WHEREAS, the **AGENCY**, engaged in the business of providing security services was established as duly licensed, legitimate/ legal entity, and after undergoing the process of procurement that culminated with the opening of bids on February 28, 2014, was found to have the capability, resources and manpower to meet the requirements needed by **ASU**;

WHEREAS, upon the recommendation by the Bids and Awards Committee (BAC) through BAC Resolution No. 02-024-2014, **ASU** hereby awards the contract for the provision of security services to the **AGENCY** in the amount of One Million One Hundred Twenty Five Thousand Nine Hundred Pesos (P 1,125,900.00) to take effect on April 1, 2014 to December 31, 2014;

 **NOW THEREFORE**, in view of the foregoing, the parties hereby enter into this Contract for Security Services under the following terms and conditions: 

ARTICLE I – CONSIDERATION

1. The Aklan State University shall pay the **AGENCY** the total consideration of One Million One Hundred Twenty Five Thousand Nine Hundred Pesos (P1,125,900.00) provided that the actual number of guards deployed and the salary rate per guard indicated in the submitted bid be complied with;
 2. The Contract price shall not be subject to any adjustment for the duration of the Contract, except as otherwise provided by law.
- 

ARTICLE II – TERM

3. This contract shall be effective for a period of NINE (9) MONTHS commencing on April 1, 2014 up to December 31, 2014. However, either party may at any time, for breach of any provision of this contract or for any justifiable cause, terminate this contract upon issuance of a thirty-day written notice of termination to the other party.

ARTICLE III – OBLIGATIONS OF THE AGENCY

4. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the AGENCY employed under this Contract shall not be considered employees of ASU. The AGENCY assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the either provisions of this Contract.
5. The AGENCY shall provide ASU with guards who are duly licensed, trained, of good moral character, physically and mentally fit and with no previous record of conviction nor pending criminal case, at least college level with 6 months minimum experience and with complete security tools/equipment/supplies needed to safeguard and protect the properties, employees, students, and guests of ASU against all crimes and unlawful acts.
6. The AGENCY shall safeguard and protect the properties, employees, students, and guests of ASU twenty-four (24) hours daily, from Monday to Sunday, including holidays, using the following schedule of posting of Guards and Area of Responsibility (AOR):

Days	Shift	AOR 1	AOR 2	AOR 3	Total
Monday	6:00 AM to 12:00 NN	1	1	1	3
	12:00 NN to 6:00 PM	1	1	1	3
To	6:00 PM to 12:00 MN	1	1	1	3
Sunday	12:00 MN to 6:00 AM	1	1	1	3
42 hours/week					
TOTAL					12

AOR 1 – Main Gate, Motorpool, Administration Building, AEOP Dormitory, Cafeteria, Review Center, International House, ATI Training Center, AEOP Guest House, Ladies Dormitory, Employees Cottage, Piggery, Fishpond, Men's Dormitory, Food Processing Laboratory, DYMT/ Extension Office, Research & Development Office, Classrooms & Laboratories, Warehouse, Natural Dye Facility, Post Harvest Building, RSPC, MRF Area, C-Pure Building, Tissue Culture Building, Powerhouse, Alumni Building.

AOR 2 – ATI Building, ASUFA Building, Library Building, College Building, Home Technology Building, Old and New Home Making Building, Agricultural Technology Building, Science Building, Canteen, Amphitheatre, Two-Room Microbiology Laboratory Building, Forestry Building, Laboratory High School

Handwritten signature
Handwritten signature

Handwritten mark
Handwritten mark

Building, Veterinary Medicine Building, Veterinary Teaching Hospital and Student Hall.

AOR 3 – ASU Stadium, Cattle Building Bagsakan Center, Biodiesel Building, Agri-Based S and T Leisure Farm.

7. The AGENCY shall submit within twenty-four (24) hours incident reports detailing unusual occurrences or threats to security and well-being, as well as reports of all incidents of loss, injury or damage to life and ASU properties, employees, students, and guests that occurred during the guard's duty.
8. The AGENCY shall exercise extra ordinary diligence in carrying out its obligation in accordance with the Security Management Plan which constitutes an integral part hereof and marked as Annex "A".
9. The AGENCY shall assume responsibility with regard to compliance with the requirements of the New Labor Code, specifically those applicable provisions on night shift differential and overtime work, the Social Security Service Act and other laws pertaining to employer-employee relationship. The client may require the contractor to show or produce papers, receipts of payment to SSS, Philhealth and other evidence to show compliance to the New labor Code.
10. The AGENCY shall be solely and exclusively responsible to its security guards for their compensations, claims and other benefits including the cost of living allowances and salary increases due them under the law and shall furnish the ASU with names, addresses and other personal information of the security guards concerned.
11. All taxes payable to the government arising from this contract shall be borne by the AGENCY.
12. The AGENCY undertakes at its own expense the following equipment as stipulated in the AGENCY'S Security Management Plan in order to effectively meet its security requirements to ASU for operational use, conducting inspection of security guards assigned to the latter and for such other purposes to ensure efficient security services, to wit:
 - a. Communication Equipment
 - b. Licensed service firearms (short / long) with ammunitions
 - c. Other support equipment/facilities
 - i. Flashlight and batteries
 - ii. Sufficient logbooks for the duration of the contract
 - iii. Knight stick (batuta)
 - iv. Complete set of uniforms
 - v. Bicycle for the Roving Guards
 - vi. Rain Coats & Umbrellas
 - vii. Boots
13. The AGENCY shall ensure that the Security Guards shall at all times perform their functions to the best of their abilities, observe and accord respect and courtesy to all officials and employees of ASU as well as to its patrons and clients,
14. The AGENCY shall require all its security guards detailed with ASU to be always neat and in complete uniform. It shall provide every guard with logbook to be used for recording people and events affecting security matters. Each guard shall be equipped with a flashlight, first aid kit, knight stick, whistle, fully loaded serviceable firearms and such other equipment which may be essential for security purposes.

15. The AGENCY reserves the right of control and supervision over the security guards detailed with ASU and as such it has the right to give instructions as to the manner of performance of their services, including control over their texting habits especially while they are on duty.
16. The AGENCY and its guards assumes full responsibility for any injury, loss and damage which may occur or be suffered by the ASU, its officials or employees or to any other person and to any of its properties during the watch hour of the AGENCY'S security guards except those directly resulting from "acts of God", provided that, if after due investigation by representatives of both parties, the guards are found to be negligent or have failed to exercise due diligence as required by him under the circumstances, the AGENCY shall likewise assume full responsibility.
17. In the event that any guard on duty should meet an accident, the AGENCY shall take the immediate care or any appropriate action to respond to the situation upon notice by ASU whenever possible, and ASU shall not in any way be responsible or liable for any injury or death that may be caused to any of the AGENCY'S security guards, while in the performance of their legitimate duties.
18. Implement/comply with ASU rules and regulations and other Standard Operating Procedures (SOP) promulgated by ASU relative to the maintenance of security and safety; and provide ASU the Security Agency Code of Personnel Policy as reference if any.

ARTICLE IV – OBLIGATIONS OF ASU

19. ASU agrees to pay the AGENCY for Twelve (12) security guards at the rate of **TEN THOUSAND FOUR HUNDRED-FIVE PESOS (P10,425.00)** per guard per month of 6-hour daily duty. Billing payment shall be made bi-monthly upon submission of duly signed daily time records, certified photocopies of actually signed payrolls and payslip showing the gross amount earned, deductions made, employers contribution and the net amount received by the personnel in compliance with existing labor laws, the Supplier shall submit proof of remittances to PAG-IBIG, Philhealth, SSS and BIR for the deductions made from the salaries of the personnel deployed in ASU and duly acknowledge by said agencies.
20. ASU reserves the right to select the security guards from among the available duly licensed security guards of the AGENCY. In addition, ASU reserves the right to charge, replace and/or substitute any of the assigned security guards without the necessity of giving any reason thereto;

ARTICLE V – OTHER REQUIREMENTS

21. The AGENCY shall submit to ASU qualification requirements including:
 - a. Birth Certificate
 - b. Transcript of Records or School Certification
 - c. Certificate of Training
 - d. Certificate of Employment
 - e. Certified Photocopy of the License
 - f. Medical Certificate
 - g. NEI Clearance
 - h. PNP Clearance
 - i. Barangay Clearance

22. The SECURITY AGENCY shall submit to ASU qualification requirements, including extensive bio-data, properly annotated licensed papers, etc., for each of the security personnel to be assigned at the ASU prior to the assumption of duty. The agency shall submit bio-data of at least twice the number of proposed personnel required, from which ASU can exercise its option to select those who will be assigned to ASU.
23. Any change in personnel to be assigned at ASU shall require clearance from the Vice-President for Administration and shall automatically require submission of qualification papers.

ARTICLE VI – TERMINATION

24. It is the essence of this Agreement that the relationship of the parties be based on utmost trust and confidence and that, therefore either may terminate this contract at any time before the end of its terms under any or all of the following circumstances, to wit:
- a. Violation of any of the labor laws, rules and regulations;
 - b. Wilful violation by the AGENCY of its obligations under this contract;
 - c. Failure of the AGENCY to comply with the provisions of R.A. 5487, as amended, and P.D. 442, as amended, and its implementing rules and regulations;
 - d. Fraud, falsification or misrepresentation in any of the documents submitted by the AGENCY during the accreditation or eligibility check and post-qualification;

PROVIDED, that the notice shall first be served by ASU at least thirty (30) days prior to termination. However, if the AGENCY is adjudged by competent authority, whether final or not, to suffer any sanction for serious infractions, the ASU may unilaterally terminate this contract at any time even before the expiration of thirty (30) days

25. Disputes or disagreements arising from this contract shall, as far as practicable, be settled amicably. In case of litigation, however, the venue shall be in Kalibo, Aklan.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature at
Kalibo, Aklan on 28 MAR 2014


ELEGANCE SECURITY AGENCY, INC.

By:


SHARON D. AGUIRRE
Corporate Finance Officer/ Representative

AKLAN STATE UNIVERSITY

By:


DANILO E. ABAYON, PhD
SUC President II

SIGNED IN THE PRESENCE OF:

Sharon D. Aguirre, Jr

STEVENS N. FUENTES, MD
Vice President for Administration

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
KALIBO, AKLAN


BEFORE ME, a Notary Public for and in Kalibo, Aklan, Philippines this 28th day of March 2014, personally appeared as follows:

<u>Name</u>	<u>TIN Number</u>
DANILO E. ABAYON, PhD	133-416-503
SHARON D. AGUIRRE	258-069-764

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed.

WITNESS MY HAND & SEAL this 28 MAR 2014 day of _____ at Kalibo, Aklan, Philippines.

Doc. No. 3,328
Page No. 35
Book No. Vol. 7
Series of 2014.


ROMEO P. INOCENCIO
 Notary Public for the Province of Aklan
 Appointment No. 15 (2013-2014)
 Until December 2014
 PTR No. 4147832/1-2-2014/Bajay, Aklan
 IGP No. 791184/1-2-2014/Kalibo, Aklan
 Roll No. 35274
 MCLE Compliance No. IV-0000867
 Issued on December 10, 2010



Republic of the Philippines
AKLAN STATE UNIVERSITY
Banga, Aklan

NOTICE TO PROCEED

March 28, 2014

SHARON D. AGUIRRE
Elegance Security Agency, Inc.
131 B, Magallanes St., Roxas City
Tel. No. (035) 621-0035
Fax (035) 522-2936

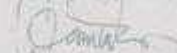
Dear Madame:

The attached Contract of Agreement having been approved, notice is hereby given to Elegance Security Agency, Inc. that work may commence on the Procurement of Security Services, effective April 01, 2014.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Aklan State University.

Very truly yours,


DANILO E. ABAYON, PhD
SUC President II

I acknowledge receipt of this Notice on 3/28/14
Name of the Representative of the Bidder SHARON D. AGUIRRE
Authorized Signature: 