

CONTRACT
FOR THE PROVISION OF SECURITY SERVICES
FOR THE GSIS CENTRAL OFFICE, GSIS BRANCH OFFICES, EXTENSION OFFICES
AND FORECLOSED AND ACQUIRED PROPERTIES

This Contract is made and executed on this 20th day of DEC 2019 at Pasay City, Philippines, by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM**, a social insurance institution, created under Commonwealth Act No. 186, as amended, and operating under its present Charter, Republic Act No. 8291, otherwise known as the GSIS Act of 1997, with principal office address at the **GSIS** Headquarters Building, Financial Center Area, Pasay City, represented herein by **MANUEL LUIS C. ANTONIO**, Chief of Staff, Office of the President and General Manager, hereinafter referred to as the **“GSIS”**;

and

The **LIFEGUARD ARCHANGELS SECURITY AGENCY CORPORATION**, a corporation duly organized and operating under the laws of the Philippines, with its principal place of business at Unit 2-2 Maxsalome Condominium, 457 Barangka Drive, Mandaluyong City, represented herein by **LELENETTE S. ALDEGUER**, President and General Manager, duly authorized for this purpose, hereinafter referred to as the **“SERVICE PROVIDER”**.

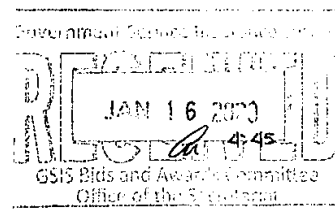
RECITALS

WHEREAS:

1. The **GSIS** invited Bids for the Provision of Security Services for the GSIS Central Office, GSIS Branch Offices, Extension Offices and Foreclosed and Acquired Properties consisting of eight (8) lots for a term of two (2) years from 01 January 2020 to 31 December 2021.
2. The **SERVICE PROVIDER** submitted the Single Calculated Responsive Bid for Lot Nos. 1 to 3 and Lowest Calculated Responsive Bid for Lot Nos. 4 to 8 as follows:

Lot No.	Area of Deployment	Bid Price
1	NCR	Php152,529,644.02
2	North Luzon	113,753,735.29
3	South Luzon	85,086,673.63
4	Central and Western Visayas	28,174,691.98
5	Central and Eastern Visayas	20,182,279.35
6	Zamboanga Peninsula	10,290,713.02
7	Northern Mindanao	9,521,978.35
8	Southern Mindanao	22,807,414.48
	Total	Php442,347,130.12

representing that it has the resources and the capability to meet the requirements as defined under the Official Bid Documents, and the **GSIS** has accepted said Bids.



3. The GSIS Board of Trustees approved on 09 December 2019, the award of Multi-Year Contract to Lifeguard Archangels Security Agency Corporation under Board Resolution No. 211 for a period on two (2) years, or from 01 January 2020 to 31 December 2021.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed and stipulated as follows:

1. The following Official Bid Documents shall be deemed integral parts of this Contract:
 - 1.1 Bid Data Sheet;
 - 1.2 Terms of Reference;
 - 1.3 Scope of Work;
 - 1.4 Plans/Drawings and/or Technical Specifications;
 - 1.5 General Conditions of Contract;
 - 1.6 Special Conditions of Contract;
 - 1.7 Price Schedule submitted by the **SERVICE PROVIDER**;
 - 1.8 Schedule of Requirements;
 - 1.9 Supplemental Bid, if any; and
 - 1.10 Notice of Award.

The Official Bid Documents and this Contract contain all the agreements of the parties and replace and supersede any understanding, communications and representations, whether verbal or written, between the parties.

2. The words, terms and phrases stated in this Contract shall have the same meanings as are respectively assigned to them under the Official Bid Documents.
3. In consideration of the Total Contract Price for Lot Nos. 1 to 8 amounting to **Four Hundred Forty Two Million Three Hundred Forty Seven Thousand One Hundred Thirty Pesos and Twelve Centavos (Php442,347,130.12)** to be paid by the **GSIS**, the **SERVICE PROVIDER** hereby covenants with the **GSIS** to provide the Goods and to remedy the defects therein in conformity with the Official Bid Documents and this Contract.
4. The **GSIS** shall pay the Contract Price at the time and in the manner prescribed by the Official Bid Documents and this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **SERVICE PROVIDER**. For this purpose, the **SERVICE PROVIDER** acknowledges that the **GSIS** is not a withholding agent for DST and hereby undertakes and commits itself to make direct payments to the BIR of any DST that may be imposed in the execution and/or performance of this Contract. The **SERVICE PROVIDER** shall provide the **GSIS** with proof of such payment.
5. Any damage to the systems, facilities and equipment of the **GSIS** due to the negligence, theft or pilferage, directly or indirectly, caused by the **SERVICE PROVIDER's** personnel shall be immediately repaired, restored or replaced by the **SERVICE PROVIDER** for its own account. If the **SERVICE PROVIDER** fails to carry out such repair, restoration or replacement within ten (10) days from the request of the **GSIS**, the latter may initiate and complete such repair, restoration or replacement. Expenses therefor shall be for the account of the **SERVICE PROVIDER** and shall be deducted from the Contract Price.
6. During the effectivity of this Contract, the **SERVICE PROVIDER** shall not assign or transfer the covered **Services** without the prior written consent of the **GSIS**.

Any act in violation of this provision shall be sufficient ground for the termination of this Contract.

7. The parties are independent entities and no agency, partnership, joint venture, employment or formal business arrangement of any kind is created by this Contract. Neither shall the personnel or employees of the **SERVICE PROVIDER** be deemed employees of the **GSIS**. The **SERVICE PROVIDER** agrees that the **GSIS** shall not in any way be liable or responsible for any personal injuries or damages, including death, sustained or caused by any of the employees of the **SERVICE PROVIDER** and undertakes to indemnify and hold the **GSIS** free and harmless from any liability that may be imposed upon the **GSIS** therefor.
8. In the event that the **SERVICE PROVIDER** fails to perform its contractual obligations within the agreed period as specified in this Contract, the **GSIS** shall deduct from the Contract Price, as liquidated damages, a sum equivalent to at least one-tenth of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the Contract Price, the **GSIS** may rescind the contract, without prejudice to other course of action and remedies available to it under the law and equity. The damages herein provided are fixed and the **GSIS** shall not be required to adduce proof thereof.
9. Should the **GSIS** be constrained to file a suit to obtain relief against the **SERVICE PROVIDER**, the latter shall be liable to pay an amount equivalent to twenty percent (20%) of that amount claimed in the complaint as attorney's fees, aside from the costs of litigation and other expenses which the **GSIS** is entitled to recover from the **SERVICE PROVIDER**; provided, however, that in an action brought by the **SERVICE PROVIDER** for whatever cause arising under this Contract, should it be adjudged not to be entitled to the relief sought, the **GSIS** as the prevailing party shall be entitled to such reasonable attorney's fees, costs of litigation and other costs it may have incurred by reason of such action.
10. The **SERVICE PROVIDER** shall defend, indemnify and hold harmless the **GSIS**, the members of its Board of Trustees, its officials, agents and employees, against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses arising out of or in connection with the **SERVICE PROVIDER**'s acts or omissions, unless such claims are due solely to the negligence of the **GSIS**. Costs inclusive of expert witness fees and other legal expenses shall be charged against the account of the **SERVICE PROVIDER**.
11. If any term, condition or any part of the provisions of the Official Bid Documents and this Contract is determined to be invalid, void or unenforceable to any extent, such term, condition or provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
12. Any action arising from arbitration or other modes of dispute settlement under the Official Bid Documents and this Contract shall be brought by the aggrieved party exclusively before the proper court in the City of Pasay.
13. This Contract and the Official Bid Documents shall be subject to the pertinent provisions of R.A. No. 9184, otherwise known as the Government Procurement Reform Act and its Revised Implementing Rules and Regulations, R.A. No. 5487, otherwise known as the Private Security Agency Law and its Implementing Rules and Regulations, and other related laws, rules and regulations.

IN WITNESS WHEREOF, the parties have duly executed this Contract on the date and place first above written.

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

**LIFEGUARD ARCHANGELS SECURITY
AGENCY CORPORATION**

By:

By:

(Original Signed)

(Original Signed)

MANUEL LUIS C. ANTONIO
Chief of Staff
Office of the President and General Manager

ELENETTE S. ALDEGUER
President and General Manager

SIGNED IN THE PRESENCE OF:

(Original Signed)

(Original Signed)

EDWIN S. DE OCAMPO
Chief Security Officer

GINA S. ALDEGUER
Chairman of the Board
Lifeguard Archangels Security Agency Corp.

~~CERTIFIED FUNDS AVAILABLE:~~
~~Php 442,347,130.12~~
~~Fund Center: 200105002~~

**Certified Included in the GSIS Annual
Procurement Plan for CY 2019**

~~MA. CORAZON G. MAGDURULAN~~
~~Officer-in-Charge - Office of the Vice~~
~~President, FISMOASO~~

(Original Signed)
PATRICK O. GONZALES
Acting Head, GBAC Secretariat

CERTIFIED FUNDS AVAILABLE:
Php 221,173,565.06
January 01, 2020 to December 31, 2020
Fund Center: 200105002

(Original Signed)

MA. CORAZON G. MAGDURULAN
Officer-in-Charge - Office of the Vice President, FISMOASO

CERTIFIED FUNDS AVAILABLE:
Php 221,173,565.06
January 01, 2021 to December 31, 2021
Fund Center: 200105002

Vice President, FISMOASO

ACKNOWLEDGMENT

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


BEFORE ME, a Notary Public for and in the City of Pasay, this 20 DEC 2019 day of _____ 2019, personally appeared:

Name	Valid ID
MANUEL LUIS C. ANTONIO	GSIS ID No. 009772
LELENETTE S. ALDEGUER	Phil. Passport No. P2829375B

Known to me and to me known to be the same **MANUEL LUIS C. ANTONIO**, in representation of the GSIS as a juridical person, and **LELENETTE S. ALDEGUER**, in representation of **LIFEGUARD ARCHANGELS SECURITY AGENCY CORPORATION** as a juridical person, who executed the foregoing Contract for the Provision of Security Services for the Security Services for the GSIS Central Office, GSIS Branch Offices, Extension Offices and Foreclosed and Acquired Properties, consisting of five (5) pages including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and acknowledged to me that the same is their free and voluntary act and deed, and of the entities they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place stated above.

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Book No. XVI
Series of 2019


ATTY. NORMITA C. RECIO-HONORICA
Notary Public
Until December 31, 2020
PTR No. 1707355; 1/3/2019
Commission No. 19-12; 2/03/2019
Roll No. 41263 IBP Lifetime Member 06093
MCLE Compliance No. VI-0003931 11/02/17

