



Contract Agreement Form for the Procurement of Goods (Revised)

PROCUREMENT OF SECURITY SERVICES FOR CY 2024-/GOODS-2024-01

CONTRACT AGREEMENT

THIS AGREEMENT made the 12th day of January 2024 between **PHILIPPINE SCIENCE HIGH SCHOOL – CALABARZON REGION CAMPUS, SITIO SAMPAGA WEST, BRGY. SAMPAGA, BATANGAS CITY** of the Philippines (hereinafter called "the Entity") of the one part and **MAXIMUM SECURITY AND SERVICES CORPORATION of 5TH FLR. UNIBOND BLDG., NO. 103 BLK. 11 LOT 21 & 23 SGT. CATOLOS STREET BRGY. IMMACULATE CONCEPTION CUBAO, QUEZON CITY** (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 CY 2024-/GOODS-2024-01** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **THREE MILLION SIX HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED FIFTY-TWO AND 16/100 (Php3,659,552.16)** (hereinafter called "the Contract Price") for Calendar Year 2024.

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. Technical Specifications;
 - 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

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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.

3. In consideration for the sum of **THREE MILLION SIX HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED FIFTY-TWO AND 16/100 (PhP3,659,552.16)** or such other sums as may be ascertained, **MAXIMUM SECURITY AND SERVICES CORPORATION** agrees to provide **SECURITY SERVICES FOR FY 2024** in accordance with its Bid.

4. The **PHILIPPINE SCIENCE HIGH SCHOOL – CALABARZON REGION CAMPUS** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. The **MAXIMUM SECURITY AND SERVICES CORPORATION** agrees to abide by the provisions for liquidated damages in Section 68, #3 of Annex D; and Annex E of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Updated as of 15 October 2023). Section 68 explicitly provides that, "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects, and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances". Annex D states; "When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated


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damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid"; and in Annex E, which stipulates that "Once the contract duration expires, including any time extension duly granted, and the contractor refuses or fails to satisfactorily complete the work, the Procuring Entity shall impose upon the contractor in default liquidated damages." Other provisions on liquidated damages in Annex E 9.2 - 9.4.2 are covered.

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.


 REX S. FORTEZA
 Campus Director


 HELEN C. AQUINO
 President and General Manager

for:

Philippine Science High School –
 CALABARZON Region Campus

for:

Maximum Security and Services
 Corporation

SIGNED IN THE PRESENCE OF


 MA. THERESA P. PAGULAYAN
 Chief, Finance and Administration Division
 PSHS CALABARZON Region Campus


 Shaira Mae W. Rodriguez
 Admin Officer



Certificate No. SC.P000A200

Acknowledgment

REPUBLIC OF THE PHILIPPINES)
BATANGAS CITY) s.s

Before me, a Notary Public for and in BATANGAS CITY, Philippines this January 12, 2024, personally appeared:

Name	Government Issued ID No.	ID Type
REX S. FORTEZA	<u>P2816856A</u>	<u>Passport</u>
HELEN C. AQUINO	<u>N01-89-098540</u>	<u>Driver license</u>

Both are known to me to be the same person who executed the foregoing instrument and who acknowledged that such is their free and voluntary act and deed.

WITNESS MY HAND SEAL on the date and place first above-written.

Doc. No. 186 ;
 Page No. 39 ;
 Book No. 93 ;
 Series of 2024 .

(Signature)
 ATTY. RUREN P. SEVILLANO
 NOTARY PUBLIC SN 1023486A
 My Commission Expires December 31, 2024
 PTR No. 16637151 01-05-24 Batangas City
 IBP OR No. 306210 101-29-23 Roll No. 26893
 MCLE Compliance No. TIN: 114-029-576-001
 # 17 P. Dandan St., Batangas City

(Signature)
 Staira Mae W. Rodriguez