

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

FEB 08 2016 This Contract made and entered into at Bicutan, Taguig City, Philippines, this _____ day of February 2016 by and between:

The **PHILIPPINE TEXTILE RESEARCH INSTITUTE (PTRI)**, a Government agency under the Department of Science and Technology (DOST), with principal address at General Santos Avenue, Bicutan, Taguig City, Metro Manila represented herein by its Director, **CELIA B. ELUMBA**, herein referred to as the "**PTRI**";

- and -

URDUJA SECURITY SERVICES, INC., a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines with principal office address at 138 Matalava, Lingayen, Pangasinan, represented herein by its President / General Manager, **LEOPOLDO F. PASILIAO** hereinafter referred to as the "**Contractor**"

- W I T N E S S E T H -

WHEREAS, the **PTRI** requires the necessary security services at PTRI Main Office at Bicutan, Taguig City and at PTRI Technology Center in Villanueva, Misamis Oriental;

WHEREAS, during the public bidding held last 09 December 2015 for the provision of security services at the Metals Industry Research and Development Center (MIRDC), the **Contractor** submitted the complying bid most advantageous for the government as evidenced by the Notice of Award, hereto attached as Annex A;

WHEREFORE, for and in consideration of the above premises, the following covenants are mutually agreed upon:

1. General Provi

- 1.1 This Contract is for security services for the **PTRI's** Main Office in Bicutan, Taguig City and for its Technology Center in Villanueva, Misamis Oriental (hereinafter TC-MO, for brevity).
- 1.2 This Contract shall be governed by the rules and procedures as set for under the relevant provisions of Republic Act No. 9184 and its revised implementing rules and regulations.
- 1.3 The **PTRI** hereby assigns Ms. Corazon I. Tapulgo, PTRI Chief of Finance and Administrative Division (FAD), as the official PTRI Representative.
- 1.4 The **Contractor** hereby appoints and designates **Nepthali D. Pasi** as its true and lawful attorney-in-fact, to do, execute and perform any and all acts necessary for and in behalf of the **Contractor** for the services as

fully and effectively as the **Contractor** might do if personally present.

II. **Area Scope, Scope of Work and Responsibilities of the Contractor**

2.1 **Area Scope:** The Contractor shall render security services to the PTRI covering the following areas:

2.1.1 PTRI Compound, Bicutan, Taguig City

- Main Building;
- Innovation Center for yarns and Textiles;;
- Natural Fiber Pilot Plant;
- Long Staple Fiber Pilot Plant; and
- All areas within the PTRI's premises

2.1.2 PTRI-TC, Villanueva, Misamis Oriental premises

2.2 **Scope of Work:** The **Contractor** shall render, undertake and perform security services as provided in 2.4 below, among others. The **Contractor** shall provide the **PTRI** with nine (9) security guards, who are competent, trained, licensed, adequately armed and uniformed. Six (6) security guards of which shall be assigned at the **PTRI's** Main Office, while the other three (3) security guards shall be assigned at the **PTRI's** TC-MO, all of whom shall render satisfactory security services from Sunday to Saturday including holidays, on an eight (8) hour shift tour of duty.

2.3 The **Contractor** shall commence its services immediately upon receipt of the Notice to Proceed, and will continue to provide its services during the entire validity of this Contract, unless otherwise revoked or terminated by the PTRI by virtue of item IV, para.4.2 of this Contract.

2.4 The **Contractor** shall provide the **PTRI** with the following services, FREE OF CHARGE:

- a. One (1) Security Coordinator, who shall report at least three (3) times a week, who shall handle all security concerns. The **Contractor** shall provide for the Coordinator's vehicle and communication equipment;
- b. Conduct general security survey of the premises once every quarter;
- c. Provide other security-related services such as VIP escorting, background investigation, surveillance investigation of incidents, lie detection, polygraph and asset recovery;
- d. Round-the-clock spot inspection by competent security inspector to ensure compliance with security procedures, rules and regulations including maintenance of cleanliness in their security quarters and posts;
- e. Periodic evaluation of the guards in their respective posts by competent security officers;
- f. Conduct at least twice a year, a training course for its security guards and for one personnel of the **PTRI** (upon request of the PTRI) to continually develop and upgrade the skills and knowledge of its security personnel and enliven responsibility among them;
- g. Monthly formation of guards to institute their alertness and discipline and to maintain the desired maximum efficiency in the performance of their assigned task;
- h. Conduct of at least twice a year firing proficiency test for all guards and all firearms;
- i. Provide seminar on personnel security awareness and fire protection to PTRI employees, at least twice a year;

- j. Provide highly trained security personnel as Special Emergency Response Team or back-up during special occasions such as visits of government / foreign dignitaries, and during celebrations like PTRI anniversaries, Christmas parties, etc.

2.5 The **Contractor** shall provide the following equipment, free of charge, in order to carry out the effective and efficient implementation of security procedures and measures in accordance with the terms and conditions of this Contract. It shall insure that the equipment shall be in the **PTRI's** premises and operational within (2) weeks from commencement of the **Contractor's** .

i. **Communication Equipment**

- 5 units GP88 Motorola portable handheld two-way radio (for guard)
- 1 unit handheld radio for PTRI security personnel
- 2 units Motorola battery and chargers with 3 battery packs reserve with adaptors
- Sony micro cassette with cartridge (tape recorder)

ii. **Firearms**

- 1 unit firearm (.38 caliber / 12 ga. shotgun) per security guard on duty with five (5) rounds of ammunition each.
- 1 unit reserve caliber .38 and 12 ga. shotgun
- 2 units shotguns (standby)
- 1 unit shotgun (for TC-MO)
- 1 set reserve ammunition (5 rounds for each side arm and 6 rounds for each shotgun)

iii. **Vehicle**

- 1 unit four (4)-wheeled standby vehicle
- 1 unit motorcycle
- 2 units bicycles

iv. **Support Security Equipment**

- 1 unit CCTV monitor
- 8 units CCTV cameras (1 unit with extra sensitive capacity to be installed near the main gate)
- 1 lot CCTV system
- 1 unit typewriter
- 2 units ostrich mirrors
- 2 units metal detectors
- 2 units megaphones
- 2 units instamatic cameras
- 1 unit tape recorder
- 1 unit first aid kit / cabinet
- 2 units Coleman spotlight
- 5 units fire extinguishers
- truncheon for all security guards
- flashlights for all security guards
- 10 units umbrellas
- 1 set gas masks
- 3 units traffic vests
- 2 units traffic gloves
- 1 unit watchman clock with 7 key stations

The **Contractor** shall submit the above equipment one week prior to start of the Contract, for inspection by the **PTRI**.

- 2.6 The **Contractor** shall make available at all times, relievers and/or replacements in case of absences to ensure continuous and uninterrupted services.
- 2.7 The **Contractor** shall submit to the **PTRI**, the names, area of duty and rank of the security guards to be permanently assigned to the **PTRI** subject of this Contract as well as their relievers / replacement, once necessitated.
- The **PTRI** reserves the right to reduce or to increase the number of guards deployed to it, or to replace all or some, or any particular guard found to be undesirable or when the exigencies of its operation may require. Such reduction, replacement or increase shall become effective only 24 hours from receipt of notice by the **Contractor**.
- 2.8 The **Contractor** shall undertake rotation, transfer and/or replacement of security guards periodically or as required by the **PTRI**, subject to a semi-annual performance evaluation of the security guards and/or approval of the **PTRI**.
- 2.9 The **Contractor** warrants that every security guard assigned under this Contract possesses the qualification as indicated in its submitted bid documents which include, among others, the following:

- In good physical and mental health;
- at least 5'4" in height;
- Of good moral character, courteous, efficient, honest and cooperative;
- Has no previous record of misbehavior;
- Had had the proper training and experience relevant to their duties.

Evidence of such qualifications, such as security guard license, police / NBI / barangay clearances, medical certificate, etc. shall be provided by the **Contractor** when so requested by the **PTRI**;

- 2.10 The **Contractor** shall maintain a satisfactory level of performance throughout the term of this Contract based on a prescribed set of Performance Criteria which shall include among others:
- Quality of services rendered;
 - Time Management;
 - Management and suitability of personnel;
 - Contract administration and management; and
 - Provision of regular progress reports.

Before the end of the Contract, the **PTRI** shall conduct an assessment or evaluation of the performance of the **Contractor** based on the above stated criteria for future reference.

- 2.11 The **Contractor** binds itself to cause the implementation or the enforcement of any and all rules, regulations and directives that the **PTRI** may issue, including the prevention of squatters from constructing structures and encroaching within the **PTRI's** premises and demolition of the structure at the onset construction.
- 2.12 In case of emergencies requiring immediate services of security guards, the **PTRI**, thru its Director, may issue direct orders for compliance by the security guards, in the exigency of the service.
- 2.13 The **Contractor** shall require its security guards to render overtime services to protect the **PTRI's** properties and those of its visitors, clients and tenants, as necessitated.

- 2.14 In case of loss or damage or property placed under the custody and care of the **Contractor**, the **PTRI** may require the **Contractor** to pay either by cash, by reduction of the amount due to it, by claiming the same against the **Contractor's** surety bond, or by requiring the **Contractor** to replace or repair the property damaged or lost.

III. Contract Price and Responsibilities of the PTRI

- 3.1 For and in consideration of the services to be rendered by the **Contractor**, the **PTRI** shall pay the **Contractor** the total amount of Two Million Three Thousand Eighty Seven Pesos and 52/100 (Php2,003,087.52), for both PTRI Main Office and PTRI TC - MO, covering the 1 - year contract period, monthly equivalent thereof shall be payable to the Contractor every 15th and end of the month, subject to the usual government accounting and auditing rules and regulations.

Number of Guards	Monthly Salary/Guard (Wage Order No. 13 NCR)	Total Salary (Total mo.sal. for 9 guards x 12 months)
3	21,275.98	765,935.28
3	20,709.58	745,544.88
3	13,655.76	491,607.36

- 3.2 The **PTRI** shall ensure appropriate and timely response to requests and clarifications which the **Contractor** may submit for the **PTRI's** action.

IV. Contract Duration

- 4.1 This contract shall take effect on **February 16, 2016 to 31 December 2018**.
- 4.2 The **PTRI** may pre-terminate the **Contractor's** services at anytime under this Contract, by reason of its non-compliance to the terms and conditions under this Contract, stating the grounds for the revocation or termination. Nothing contained in this Contract shall be construed to limit or affect the remedies which the **PTRI** may pursue as a result of a default or negligence by the **Contractor** and vice versa. The termination of this Contract shall be without prejudice to the rights and obligations of the parties that have accrued prior to such termination.

V. Warranties and Legal Instruments

- 5.1 The **Contractor** agrees that there shall be no employer-employee relationship the **PTRI** on one hand, and the **Contractor** and the persons whom the **Contractor** may assign to perform its services subject to this Contract, on the other hand.
- 5.2 The **Contractor** warrants and acknowledges that no authority has been conferred upon it by the **PTRI** to hire any persons on behalf of the **PTRI** and that the personnel to be assigned by the **Contractor** to perform its services subject of this Contract are not employees of the **PTRI** and are not, in any way or manner, connected with or related to any of the **PTRI's** personnel.
- 5.3 The **Contractor** warrants that it shall fully and faithfully comply with all the laws, rules and regulations pertaining to the employment of labor, including but not limited to the requirements of the Labor Code as amended, and the Social Security Act. The **Contractor** hereby warrants to hold the **PTRI** free from any liabilities arising out of any claim for personal injury, damage, or death caused by

any of its security guards whether such person's injury, damage or death is caused by a 3rd person or by any of its security guards while performing their duties at the PTRI's premises as well as for any labor claims which the Contractor's employees may file against the PTRI.

- 5.4 The **Contractor** warrants that its personnel assigned to the **PTRI** shall hold in strictest confidentiality any and all information which may be revealed to them in the course of the performance of their duties and shall not disclose any such information even to the **Contractor**.
- 5.5 The **Contractor** warrants that he has not given or promised to give any remuneration either by way of cash or gift to any employee of the Philippine Textile research Institute (PTRI) to secure this Contract.
- 5.6 The **Contractor** hereby assumes full responsibility for theft, loss pilferage, damage, robbery, vandalism, arson or other unlawful acts concerning properties of the **PTRI**, except when the loss or damage is due to fortuitous event.
- 5.7 In the event of a legal action arising from the execution of this Contract, the Parties hereto agree that the venue for the action shall be settled and/or litigated in the proper courts of the City of Taguig, Metro Manila, to the exclusion of all other courts of equal or competent jurisdiction.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature on FEB 08 2016, 2016 in Bicutan, Taguig City, Philippines.

PHILIPPINE TEXTILE RESEARCH
INSTITUTE

By:


CELIA B. ELUMBA
Director IV

URDUJA SECURITY SERVICES,
INC.

By:


LEOPOLDO F. PASILIAO
President / General Manager


Signed in the presence of:


MS. CORAZON I. TAPULGO
Chief
Finance and Administrative Division


MARCIAL B. SALAZAR
Marketing Manager

Certified Funds Available:


REMEDIOS D. NOGUERA
Administrative Officer V
Budget & Treasury Section
PTRI-DOST


NELSON D. LAUNIO
Accountant III
Accounting Section
PTRI-DOST

ACKNOWLEDGMENT

Republic of the Philippines }
City of Taguig } S.S.

MARIKINA CITY

BEFORE ME, ON **FEB 08 2016** 2016 personally appeared:

Name	Valid Gov't. Issued I.D.	Date of Issue	Place of Issue
CELIA B. ELUMBA	PTRI ID # 003	January 01, 2014	Bicutan, Taguig City
LEOPOLDO F. PASILIAO	Driver's License		

known to me to be the persons who executed the foregoing Contract for Security Services and they acknowledged to me it is their free and voluntary act and that of the principals] they represent.

I further acknowledge that this instrument, including this page on which the acknowledgment is written, consists of seven (7) pages, all signed by the parties and their witnesses and sealed with my notary seal.

Witness my hand and seal.

/ATTY. ANNA THERESA C. CRUZ

Notary Public

Until December 31, 2017

Appointment No. **NOTARY PUBLIC**

PTR No. 6071651 / 01-04-2016 / Marikina City

IBP No. 1012990 / 12-15-2015 / RSM

Roll No. 52694

MCLE No. IV - 0014002 / 03-24-2013

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