

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into at Koronadal City, Philippines this 29th day of December 2015, by and between:

The PHILIPPINE SCIENCE HIGH SCHOOL SOCCSKSARGEN REGION CAMPUS (PSHS-SRC) with principal address at Brgy. Paraiso, Koronadal City, represented by its Campus Director , CHUCHI P. GARGANERA , hereinafter called the “First Party”.

- and -

The ACD INVESTIGATION SECURITY AGENCY, INC. a business firm with principal address at Quezon Boulevard, Davao City represented by its General Manager, AMY DILLA GRABATO , hereinafter called the “Second Party”.

W I T N E S S E T H

1. That the First Party is desirous that certain services should be performed namely:

Security services for the complete protection of its scholars, personnel, properties and visitors at its site at Brgy. Paraiso, Koronadal City.

2. That the Second Party has signified his intention, to which the First Party has accepted, to provide the services needed by the latter;
3. That the Second Party shall provide nine (9) security guards for the period of twelve (12) months for adequate and continuous security and protection of students, personnel, offices, properties and premises of the First Party located at Brgy. Paraiso, Koronadal City including the lives of persons legally doing business therein;
4. That the Second Party hereby attests that the security guards are not related within the third degree of consanguinity or affinity to the: 1) hiring authority and/or 2) representative of the First Party; that the security guards have not been previously dismissed from government service by reason of an administrative offense; that they have not already reached the compulsory age of sixty-five (65);
5. That the security guards of the Second Party have been cleared by the NBI, Bureau of Prison, Police Department, Fiscal’s Office and Clerk of Court of the City or Province of their residence;
6. That the Second Party shall provide their security guards with all the facilities/equipment submitted during the bidding such as: one (1) unit 12 GA shotgun with ammunitions, three (3) units patented 38 caliber revolvers with ammunitions, one (1) unit metal detector, one (1) unit base radio, four (4) units handheld radios, one (1) unit cellular phone with charger, three (3) units

rechargeable emergency lantern, one (1) unit rechargeable flashlight (halogen lamp), 10 sets rubber boots, 10 sets raincoats, three (3) cans tear gas, three (3) pcs. umbrella (heavy duty), two (2) traffic vest (reflectorized), 14 pcs. Office supplies (logbook, ballpens, etc. for the duration of the contract), one (1) unit megaphone, one (1) unit bicycle, and one (1) unit motorcycle;

7. That the Second Party acknowledges the general conditions and requirements as enumerated in the bid proposal and such other rules and regulations applicable hereto are part of the Contract;
8. That the security guards assigned by the Second Party under this Contract shall exclusively be the employees of the Second Party which as their employer shall comply with the LABOR CODE and such other related laws bearing on employment including Minimum Wage, Workmen's Compensation, Employer's Liability, Separation Pay, SSS and Phil. Health coverage, Income Tax Payments and the like that the Second Party shall hold the First Party free from any claim of security guards related thereto;
9. That the Second Party shall furnish the First Party with monthly remittances of SSS, Phil. Health and HDMF which shall be the basis for the payment of their billing of the succeeding month;
10. That the Second Party shall maintain effective discipline and full control and supervision over the security guards assigned under this Contract as well as the manner of performance of their duties. However, the Second Party binds itself to cause the implementation or enforcement of any and all rules, regulations, or directives that the First Party may issue (copies whereof shall be furnished the First Party concerning the conduct of said security guards). In case of emergency or immediate need for the services of security guards, the First Party or any of its ranking officials may issue direct orders for compliance by the security guards in the performance of their duties. The First Party shall answer any claim for damages including death caused to the security guard's persons, and/or school personnel, faculty and students, where such injury or death arises from the performance of their assigned duties. In case, there is trouble among the security guards assigned at the premises of the school, the Second Party shall automatically be replaced and the contract shall be revoked;
11. That the Second Party hereby assumes full responsibility for theft, pilferage, damage, loss, robbery, vandalism, arson or other unlawful acts concerning the properties either owned or held in trust for third persons by the school, except when the loss or damage is due to fortuitous events such as conflagration, not attributable to the fault or negligence of the Second Party, or earthquake, typhoon, flood and other natural phenomena beyond the control of man. The Second Party shall be notified within fifteen (15) days from the date of notice, the First Party may suspend or withhold whatever contract payments may be due the Second Party or to the same effect, the First Party may set-off such loss or damage against the compensation payable to the Second Party or go against the surety bond set forth in this Contract. In case of loss, the First Party has the option to demand payment of the replacement value of the lost article, or its replacement by another at least substantially in the same condition as the former;
12. That the First Party has the right to reduce or increase the number of security guards or replace all, some or any particular security guard, as the exigencies

of its operation may require, such reduction, increase or replacement to become effective twenty-four (24) hours after notice thereof is given by the First Party to the Second Party, in which case corresponding proportionate adjustment (in case of reduction or increase in number of security guards) shall be made;

13. That the Second Party shall within ten (10) days from the signing of the Contract furnish the First Party with a Performance Bond in the sum of FOUR HUNDRED THIRTY THOUSAND NINE HUNDRED FIFTY ONE AND 43/100 PESOS (P 430,951.43) Philippine Currency, issued by the GSIS or any accredited Insurance Company to the First Party conditioned to answer for any claim which the First Party may have against the Second Party arising from this Contract;
14. That for and in consideration of the service rendered by the Second Party, the Second Party shall during the life of this Contract, be paid per guard, per month of eight (8) hours service daily, Saturdays, Sundays and holidays included, effective January 1, 2016 until December 31, 2016 the sum of THIRTEEN THOUSAND THREE HUNDRED AND 97/100 PESOS (P13,300.97) payable every 15th and end of the month, subject to accounting and auditing rules and regulations. The monthly compensation is based on the PADPAO rate except the Administrative Overhead & Margin broken down as follows:

Daily Minimum Wage (RTWPB-XII-17)	-	P 270.00
1. Basic Pay (DW x 391.5 days/12 mos.)		P 8,853.75
2. 13 th Month Pay (DW x 365/12 mos.)		684.38
3. Cost of Living Allowance		157.08
4. 5 Days Incentive Pay (DW x 5/12)		114.58
5. Uniform Allowance (RA 5487)		100.00
6. Night Differential Pay (Basic/3 x 10%)		<u>295.13</u>
Amount Directly to the Guard		P 10,204.92
7. SSS Premium (Employer's Share)		699.80
8. Philhealth		100.00
9. State Insurance (ECC)		10.00
10. Retirement Pay (RA 7641)		506.25
11. Pag-ibig Contribution (RA 7742)		<u>100.00</u>
Total Amount to Guard & Gov't		P 11,620.97
12. Administrative Overhead & Margin VAT (Agency fee x 12% VAT)		1,500.00 180.00
TOTAL		P 13,300.97

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15. That the above amount shall not change for the contract period unless mandated by law or the issuance of wage orders as the case maybe.
 16. That the Second Party shall pay the security guards every 5th and 20th of the month regardless of receipt of payment from the First Party;
 17. That the contract implementation shall be subject to continuing evaluation as to the effectiveness and advantage, and for this purpose shall be governed by the following guidelines:

ACKNOWLEDGMENT

Republic of the Philippines)
Koronadal City)
X -----)

BEFORE ME, a Notary Public for in Koronadal City, this DEC 29 2015ay of _____, personally appeared CHUCHI P. GARGANERA in her capacity as the Campus Director of Philippine Science High School SOCCSKSARGEN Region Campus with **PSHS – SRC ID No. DIR3-1-2013** and AMY DILLA GRABATO, for and in her capacity as the General Manager of ACD Investigation Security Agency, Inc. with **UMID ID No. CRN – 0009 – 0911159 – 5** known to me to be the same persons who executed the foregoing Contract of Security Services and acknowledged to me that the same is their own free and voluntary act and deed and have been authorized to sign this CONTRACT by the entities they respectively represent.

I certify that this Contract consists of five (5) pages including this page where the acknowledgment is written and that all pages have been signed by the parties and their witnesses.

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

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