



CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT FOR THE PROCUREMENT OF SECURITY SERVICES FOR FY 2020 is made and entered into by and between The **PHILIPPINE SCIENCE HIGH SCHOOL CALABARZON REGION CAMPUS**, a government agency created by virtue of Republic Act No. 8496 and BOT Resolution No. 2013-11-34, with office at Barangay Sampaga, Batangas City, herein represented by its Campus Director, **DR. JOSE M. ANDAYA**, hereinafter referred to as the "**CLIENT**" and **MAXIMUM SECURITY AND SERVICES CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Suite 202, 2nd Floor, Unified Bldg., #6 Denver Street, Cubao, Quezon City represented by MS. HELEN C. AQUINO hereinafter referred to as the "**AGENCY**".

WHEREAS, the **CLIENT** desires to engage the services of a security agency for the purpose of protecting its property from theft, robbery, arson, trespassing, and destruction or damage by strangers and/or employees of the **CLIENT**, as well as protecting its officers, personnel, students, visitors and guests from assault, harassment, threats or intimidation and other unlawful acts, and provide assistance in enforcing the rules, regulations and policies relative to the maintenance of safety and security in the workplace; and provide the same protection to the **CLIENT'S** personnel when acting as escort while traversing destinations in the performance of function necessary and indispensable for the **CLIENT'S** operation.

WHEREAS, the **AGENCY**, duly licensed to render protective services and has accepted to provide the services, was proclaimed the Single Calculated and Responsive bidder for security services for FY 2020 effective January 2020 in the amount of **ONE MILLION EIGHT HUNDRED SIXTY THREE THOUSAND THREE HUNDRED TEN PESOS & 8/100 ONLY (P1,863,310.08)**.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agreed to be bound under the following terms and conditions:

A. DUTIES AND OBLIGATIONS OF THE AGENCY

- The **AGENCY** shall provide the **CLIENT** with twenty-four (24) hours security services daily including Saturdays, Sundays, legal and special holidays under the herein schedule of deployment and work shift, to wit:

Time	Days	No. of Guards on Duty
6:00am to 2:00pm	Monday to Sunday	Two (2) Guards
2:00pm to 10:00pm	Monday to Sunday	Two (2) Guards
10:00pm to 6:00am	Monday to Sunday	Four (4) Guards



Provided that the future adjustments regarding time schedule shall be reserved in favor of the **CLIENT** in consonance with whatever alterations the latter may find necessary. The number of security guards may be subsequently increased or decreased as may be determined by the **CLIENT** depending upon the circumstances.

2. It is understood and agreed upon that any guard to be assigned by the AGENCY shall possess the qualifications required in Republic Act No. 5487 and its implementing rules and regulations of the Philippine National Police. The **AGENCY** shall assign to the **CLIENT** uniformed, efficient, well-trained, dependable, experienced, and trustworthy security personnel with duly licensed firearms and sufficient live ammunitions at all times during the tour of duty with adequate licenses and permits from appropriate government agencies and fully equipped with supplies necessary for the successful implementation of their job.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Bid Form, Matrix Per Number of Security Guards;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Entity's Notification of Award.
4. The minimum and basic qualifications of the security guards to be assigned to the **CLIENT** shall be as follows:
 - a. Filipino citizen;
 - b. Twenty (21) years but not more than 50 years of age;
 - c. At least high school graduate preferably with two (2) years' experience;
 - d. At least five feet and five inches in height and of medium built;
 - e. Licensed and properly screened and cleared by the PNP, NBI, and other appropriate government offices;
 - f. Must be a holder of Certificate of Training for Security Guards issued by recognized police agency and such other requirements under R.A. 5487, as amended;
 - g. If those with military background, must submit honorable discharge papers;
 - h. Of good moral character; and
 - i. Physically fit for security duties and of sound and alert mind /mentally fit.
5. The security guards shall be hired by the **AGENCY** and this contract shall not be deemed in any way as to constitute a contract of employment by and

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between the **CLIENT** and any of the security guards hired by the **AGENCY**, but merely as a contract for the **AGENCY** to render security services to the **CLIENT**. It is therefore understood that the security guards are the employees of the **AGENCY**.

6. The **AGENCY** hereby holds itself responsible and liable for the loss or damage that may be caused to the **CLIENT's** properties and installation as well as the properties of its officer, personnel and guests duly accounted for and placed under the custody of the guard at the guarded premises and in the dormitory where school personnel and students perform critical functions pursuant to school rules and regulations, arising from theft, pilferage, robbery, malicious mischief, vandalism, or resulting from the protection of the lives and safety of the **CLIENT's** officials, personnel, students, visitors/guests and clientele, if after due investigation such as losses or damages were due to the negligence, omission or fault of the security guards on duty.
7. The **AGENCY** assumes full and sole responsibility for the proper conduct of, and performance of duties by the security guards employed by it during the watch hours. The **CLIENT** is specifically released from acts or omission of the security guards of the **AGENCY**.
8. The **CLIENT** shall at all times have the right to inspect the guards on detail of the premises and at any time request for the replacement of any guards assigned to it.
9. The security including shall register their time-in and time-out and sign in a book-bound logbook and DTR Card provided in their post. At the end of the month, the **AGENCY** shall submit the summary report to support the Monthly Statement of Account and other pertinent documents to be forwarded to the **CLIENT**.
10. The **AGENCY** shall guarantee the delivery of benefits to the guards in accordance with the Technical and Financial Proposals submitted during the bidding conducted for the purpose. The **AGENCY** will pay their guards in advance every *month*.
11. The **AGENCY** shall furnish **CLIENT** every 2nd quincena of the month with authenticated photocopies of Official Receipts evidencing the previous month's payment of the SSS, PhilHealth and Pag-ibig of the guards on duty during the entire duration of this Contract.
12. All taxes, licenses and permit fees that may be required by, dues to or collectible by the local or national government pursuant to this Contract, shall be the sole responsibility of the **AGENCY**.

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B. SECURITY PROCEDURE

13. The **CLIENT** shall provide the **AGENCY** with an inventory containing the list of agency assets, equipment and other properties to be guarded. It is however presumed that all such assets, equipment and properties, which are located, placed and kept inside the guarded premises, belong to the **CLIENT**. Provided further, that the absence of such inventory list shall not preclude the **AGENCY** from performing its duties and obligations. To ensure effectiveness in safeguarding and protecting the aforesaid properties, a "gate pass" containing the description of the property must be duly filled out and signed by the concerned official allowing said property to be brought out of the guarded premises. In this connection, the **CLIENT** will furnish the **AGENCY** a copy of the respective specimen signatures of approving officials or authorities. Properties place inside car compartment without the corresponding "gate pass" slip shall not be the responsibility of the **AGENCY**. Hence, for the **AGENCY** to be responsible in such cases, the **CLIENT** agrees that all outgoing vehicles shall be subject to inspection by the guard on duty. Copy of record of property brought inside the guarded premises but not included in the inventory list shall be furnished to the **AGENCY**.

C. OBLIGATIONS OF THE CLIENT

14. For and in consideration of the services rendered by the **AGENCY** to the **CLIENT** during the effectivity of the contract, the latter shall monthly pay the former at the rate accepted in the financial component of the **AGENCY'S** bid from Mondays to Sundays including legal and special holidays.
15. It is understood that whenever the **CLIENT** suffer losses or damages due to theft, robbery, and other unlawful acts of strangers or by any persons, the **CLIENT** may suspend release of payment of collectibles due the **AGENCY** pending the outcome of the investigation by a committee created by the **CLIENT** where the **AGENCY** will be presented a copy of the investigation report, which shall determine whether the damages or losses were solely due to the fault of the guard and without any contributory negligence on the part of the **CLIENT**. Provided, further that this condition shall apply whenever the value involve in any such damage/loss exceeds P500.00, and provided finally, that the loss or damage was reported in writing by the **CLIENT** to the **AGENCY** within five (5) working days from the date of its discovery. The **AGENCY**, however, shall not be held liable for damages or losses due to force majeure or fortuitous event, unless the same is coupled with negligence of the guards.
16. The **AGENCY** also agrees to hold the **CLIENT** entirely free from any liability resulting from injury or any cause of actions which may be filed by said

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security guard by reason of the employment under this contract or under the provision of the Minimum Wage Law or such other laws which are now in effect or which may hereafter be executed.

- 17. In the event of any significant increase in the operating costs of the **AGENCY** due to amendments/changes in the present laws, rules and regulations such as increase in the minimum wage, taxes, SSS, PhilHealth Contributions and other declared special holidays, the parties may negotiate for reasonable adjustments in the contract price.

D. PERFORMANCE BOND

- 18. **AGENCY** hereby undertakes to furnish **CLIENT** a Performance Security in the form of surety bond in an amount equivalent to thirty percent (30%) of the total contract price or in the form of bank guarantee in the amount equivalent to five percent (5%) of the total contract price or in the form of Cash/Check/Cashier's/ Manager Check amounting to five percent (5%) of the total contract price, as guarantee for the payment of any claim made by **CLIENT** for losses, liability, injury or damage arising from or growing out of supplies obligations under this contract, and for the faithful performance made by **AGENCY** of the covenants, obligations and undertaking assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law for filing such claim(s) or loss, liability, injury or damage shall have lapsed. Provided, however, that if any claim for any of the foregoing has been filed within the said period, then in any such case, said bond should continue.

E. DURATION OF THE CONTRACT

- 19. This Contract shall take effect on the date signed as a matter of extension, unless sooner terminated in accordance with the provisions hereof.
- 20. After expiration of this contract and no new contract has been made or issued by the **CLIENT** or that the result of the bidding is not yet issued, if one is conducted, this contract shall be deemed extended on a month to month basis up to such period as may allowed by law, rules and regulations.

F. TERMINATION OF CONTRACT AND VENUE OF ACTION

- 21. The **CLIENT** or the **AGENCY** reserves the right to terminate this Contract for any cause or reason upon thirty (30) days prior notice to the other party. If this Contract is extended on a month to month basis under the circumstances provided in paragraph 20, the termination of this contract shall only be upon reasonable period of prior notice by either of the parties. Provided that in case



of litigation arising from or in connection with this Contract, the parties agree that the venue of any action shall be at the proper court of Batangas City only, to the exclusion of other courts.

G. MISCELLANEOUS PROVISIONS

- 22. Warranties/proposals/guarantees submitted by the **AGENCY** during the bidding conducted shall form part of this Contract, and in case of inconsistencies thereto with this Contract, the latter shall prevail.
- 23. In case any provision or stipulation hereof is declared invalid, null and void or contrary to laws, rules and regulations by a court of competent jurisdiction, the unaffected provision or stipulation thereof shall remain valid and effective.

IN WITNESS WHEREOF, the parties hereto have hereto signed this Agreement at Batangas City, Philippines JAN 30 2020 of MAKATI CITY


PSHS CALABARZON REGION CAMPUS

MAXIMUM SECURITY & SERVICES CORPORATION

BY:

BY:


JOSE M. ANDAYA, D.T
Director III


MS. HELEN C. AQUINO
President and General Manager

SIGNED IN THE PRESENCE OF:


MARY MEDIATRIX B. ARROYO
OIC, Finance and Administrative Division


MERVIN C. PANTE
Vice President - Adm & Finance



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) s.s

Before me, a Notary Public for and in **MAKATI CITY**, Philippines this
JAN 30 2020, personally appeared:

Name	Government Issued ID No.	ID Type
DR. JOSE M. ANDAYA	N02-00-433955	Driver's License
MS. HELEN C. AQUINO	04-0390894-0	SSS

Both 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.

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 Page No. 101 ;
 Book No. II ;
 Series of 2020

(Signature)
ATTY. NICAMON B. JIMENO
 * Commission No. M-503
 Notary Public for Makati City
 Until December 31, 2020
 37th Floor Rufino Pacific Tower
 6784 Ayala Ave. cor. V.A. Rufino St., Makati City
 Roll No. 25559
 PTR No. 81268131-9-20 Makati City
 Lifetime IBP Member No. 07156
 MCLE (Exempt No.) VI-001541:02-27-19