

CONTRACT FOR THE SUPPLY OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this _____ day of _____ 2008 at Muñoz, Nueva Ecija, Philippines, by and between:

The **BUREAU OF POSTHARVEST RESEARCH AND EXTENSION**, a government agency, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and business address at CLSU Compound, Muñoz, Nueva Ecija, herein represented by its Executive Director, **ENGR. RICARDO L. CACHUELA** and hereinafter referred to as BPRE.

- and -

STARLINE SECURITY AGENCY INC., a private entity/corporation duly organized and existing under the laws of the Republic of the Philippines, with business address C. Wycoco Bldg., Paco Roman St., Cabanatuan City, Nueva Ecija, herein represented by its President **ROMMEL A. WYCOCO**, and hereinafter referred to as the CONTRACTOR:

W I T N E S S E T H

WHEREAS, the BUREAU OF POSTHARVEST RESEARCH AND EXTENSION is in need of security services consisting of three shifts each for the lobby, front gate, back gate and Dorm building of its Main Office at CLSU Compound, Munoz, Nueva Ecija;

WHEREAS, in the public bidding held last July 22, 2008, the CONTRACTOR submitted the lowest calculated and responsive bid;

WHEREAS, the BPRE found the bid submitted by the CONTRACTOR to be fair, reasonable and advantageous to the government;

NOW THEREFORE, for and in consideration of the maximum amount of **ONE MILLION FOUR HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED THIRTY FIVE PESOS AND FIFTY CENTAVOS (P1,467,235.50)** for one (1) year, or **ONE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED SIXTY NINE PESOS AND SIXTY CENTAVOS (P 122,269.60)** per month, Philippine currency, inclusive of 5% VAT and 2% EWT, and payable upon presentation of the bill in accordance with government accounting and auditing rules and regulations, the CONTRACTOR hereby agrees to provide the BPRE with efficient security services under the following terms and conditions:

1. The CONTRACTOR shall, for the duration of this contract, post and maintain within the BPRE Compound one (1) guard each at any given time, throughout the day, including Sundays and Holidays, at the BPRE Main Gate, Admin. Bldg. and R & D Building and an additional night shift guard for the Dormitory Bldg. for a total of ten (10) guards per day.

In addition to the foregoing, the CONTRACTOR shall periodically conduct security survey and inspection without any additional service charge or fees and shall recommend to the BPRE measures that would

DR. ROSENDO S. RAPUSAS

ROMMEL A. WYCOCO

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be necessary to safeguard the latter's premises, personnel and properties.

2. The CONTRACTOR shall provide the BPRE with security guards who shall always be in proper and identical uniform and equipped with such security aids as maybe necessary and proper to carry out the purpose of this contract and called for under existing PNP rules and regulations, including but not limited to the following:

a) DULY LICENCED AND SERVICEABLE FIREARMS

- 2 Units 12 ga. Shotguns with ammunitions
- 2 Units caliber 38 revolvers with ammunitions

b) COMMUNICATION EQUIPMENT

- 4 units portable handheld radio (10 km radius)
- 1 unit cellular phone

c) TRANSPORTATION

- 1 unit bicycle

d) OTHER SUPPLIES AND MATERIALS

- Raincoat (for each guard)
- Medicine kit (for each guard)
- Boots (for each guard)
- Flashlight (4 pcs.)
- Night sticks (4 pcs.)
- Whistle (4 pcs.)

3. No security personnel shall be posted at the BPRE unless he is duly licensed by the PNP Director-General, is professionally trained, has a valid police, NBI and neuro clearances, physically and mentally fit, of good moral character, courteous, honest, reliable, has no vicious habits such as alcoholism or illegal drug use, and committed to protect the BPRE compound from arson, theft, robbery, pilferage, trespass and any other unlawful disturbance by any person or malefactors.

4. The CONTRACTOR shall submit a list of employees to be assigned at the BPRE. No security personnel shall be assigned at the BPRE without its prior approval. The BPRE may increase or decrease the number of security personnel provided by the CONTRACTOR by giving a two-day notice of such intention to the latter. The right is reserved on the part of the BPRE to demand the immediate replacement of any worker assigned by the Contractor, if in its opinion, the worker is wanting in competence, honesty, integrity or whose continued stay is prejudicial to the interest of the BPRE.

5. From time to time, the BPRE shall furnish the CONTRACTOR with copies of guidelines, general policies and instructions in addition to the standard rules and practices peculiar to the security need and requirements of the BPRE. The CONTRACTOR shall be responsible for the faithful performance and implementation of said guidelines, policies, rules and regulations.


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6. The CONTRACTOR shall, at its own expense, conduct periodic and appropriate inspection of the guards assigned at the BPRE's premises, and shall exercise discipline, control, supervision and administration over the security guards in accordance with its and the BPRE's rules and regulations and other laws. The BPRE, or its officers and supervisors, shall have the right to inspect the guards of the CONTRACTOR with a view towards determining the quality and acceptability of the services rendered by the CONTRACTOR's personnel within its premises.

7. CONTRACTOR by way of miscellaneous services shall render free of charge related services such as carrying or handling of supplies and/ or records/ documents within the compound upon request by BPRE officials.

8. The CONTRACTOR is, for all intents and purposes, an independent employer. There shall be no employer-employee relationship between the CONTRACTOR and the BPRE on one hand, and the CONTRACTOR's employees and the BPRE on the other.

9. The CONTRACTOR hereby binds itself to pay its employees in accordance with PD No. 442 as amended (Labor Code of the Philippines). The CONTRACTOR shall pay all salaries and wages of its personnel every 15th and 30th of each month. Payment shall be made at the BPRE's premises where the work is conducted. The BPRE reserves the right to assign representative/s to observe payment of salaries or wages due their personnel. Delayed remittance of employees' compensation for more than five (5) days shall be enough ground for the cancellation and/or termination of this Contract.

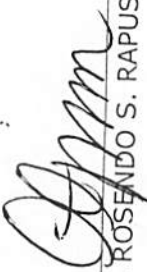
10. The Contractor shall submit to the BPRE duplicates or Photostat copies of the actually signed payrolls and pay slips showing the gross amount earned, deductions, employer's contribution and the net amount paid to the security guards.

11. In case the BPRE becomes liable to any employee of the CONTRACTOR resulting from the CONTRACTOR's failure to comply with any provision of law, the CONTRACTOR shall indemnify the BPRE for all payments made to said employee. The performance bond filed by the CONTRACTOR shall also answer for this contingency, including attorney's fees and costs of suit, without prejudice to the BPRE seeking relief from other sources of funds of the CONTRACTOR if and when necessary.

12. The 13th month pay shall be paid not later December 18 of each year. The CONTRACTOR however, may give to his employees one-half (1/2) of the required 13th month pay before the opening of the regular school year and the other half on or before 18th of December of every year, except when another mode of payment has been agreed upon between them.

13. The CONTRACTOR may, upon request, be granted reasonable increases in contract amount on the basis of wage adjustments legally mandated by the Regional Wage Board subject to the availability of funds or the release by the DBM of funds requested by the BPRE for the purpose.

14. The CONTRACTOR shall obtain all required licenses and permit and warrants compliance with the provisions of all relevant social legislation,


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labor laws, social security laws, pertinent Presidential Decrees, General Orders, Letter of Instructions, and all other Philippine Laws applicable to its personnel who may be assigned to render the security services at the BPRE.

15. The BPRE shall in no manner be liable for any incident or injury of any kind or death which maybe caused or sustained by any employee of the CONTRACTOR during the time and consequent to the performance of the work under this contract. Neither is the BPRE liable for any injury, loss or damage arising form negligence or carelessness of the CONTRACTOR's employees, officers and/or agents relative to CONTRACTOR's properties, nor for any amount, claim or liability, civil or criminal appertaining to licenses, taxes, permits, all of which shall be for the account of the CONTRACTOR. The CONTRACTOR hereby covenants and agrees to assume all liabilities to or on account of any injury loss or claim above-mentioned and to render BPRE free and harmless therefrom.

16. The CONTRACTOR shall, within 30 calendar days from receipt of a written notice, be liable to and pay the BPRE for the value of any property lost or damaged while in the compound due to theft or unauthorized withdrawal as well as for any damage to property or personal injury, including death, which may arise except in the following cases:

- a) where the loss, damage or injury is due to force majeure or fortuitous events;
- b) where the property is not bulky, easy to hide and transport and the loss occurred during office hours and without any forcible entry; except when the property/ies / items were properly turned over and received by the guard on duty;
- c) when the property lost or damaged was kept in an open area that is distant and not readily visible from the guard's regular post and patrol route except when said property was duly turned over to the guard and the latter agreed to accept responsibility thereto in spite of said circumstance; and,
- d) where the loss or damage was the result of robbery in band, mob violence, tumultuous affray, acts of dissidents, war, insurrection, revolutions, demonstrations and/or rallies.

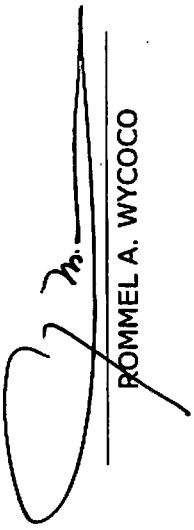
Such losses, damages or injuries shall be reported in writing to the CONTRACTOR or to its security guards immediately or within twenty-four (24) hours from the date of discovery to enable the latter to investigate the matter.

17. The CONTRACTOR shall post in favor of the BPRE within ten (10) days from signing of this Agreement, a Performance Bond callable on demand issued by the GSIS in an amount equivalent to **thirty percent (30%) of the cost of services from September 1, 2008 to August 31, 2009** to guarantee its faithful compliance with all the terms and conditions of this Agreement.

18. The following shall form part of this contract which shall collectively be referred to as "contract documents:"

- a. Bid Documents;
- b. Contractor's Bid and adjusted computation;
- c. The Notice of Award;


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- d. Performance Bond;
- e. An undertaking to pay their workers at least the minimum wage;
- f. An undertaking to comply with the SSS and BIR laws on compulsory remittance of SSS premiums and BIR dues; and,
- g. Business Permit.

19. This CONTRACT shall be in force and shall bind the parties to each other for a period of **four (4) months** commencing on **September 1, 2008 until December 31, 2008** and shall be renewed for a period of eight months beginning January 1, 2009 unless written notice of termination is given by the BPRE at least thirty (30) days in advance, EXCEPT for glaring violations of this contract in which case the BPRE may dispense with the thirty-day requirement.

20. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions shall not be affected thereby.

21. All legal actions out of this contract shall be filed with any court of appropriate jurisdiction in or nearest to the Science City of Muñoz, Nueva Ecija.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of _____, 2008 in the Science City of Muñoz, Nueva Ecija.

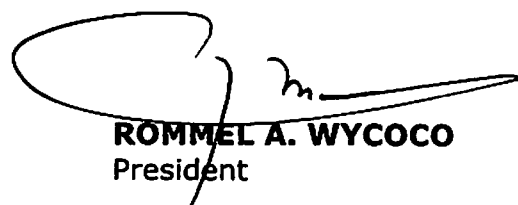
**BUREAU OF POSTHARVEST
RESEARCH AND EXTENSION
(BPRE)**

**STARLINE SECURITY
SERVICES**

BY:

BY:

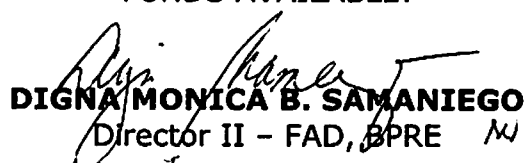

RICARDO L. CACHUELA
Executive Director


ROMMEL A. WYCOCO
President

W I T N E S S E D B Y:


ROSENDO S. RAPUSAS
Acting Deputy Executive Director, BPRE

FUNDS AVAILABLE:


DIGNA MONICA B. SAMANIEGO
Director II - FAD, BPRE

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ACKNOWLEDGEMENT

Republic of the Philippines)
Muñoz, Nueva Ecija) S.S

CABANATUAN CITY

BEFORE ME, a Notary Public for and in the above jurisdiction, personally
appeared this _____ day of _____, 2008 at
_____ Philippines:

NAME

COM.TAX CERT. NO.

DATE/PLACE ISSUED

Ricardo L. Cachuela

04875852

Jan. 7, 2008 / Science City
of Muñoz

Rommel A. Wycoco

16249071

1-09-08/O.C.

Both known to me the same persons who executed the foregoing contract of
Supply of Security Services, signed by the parties and their instrumental witness
and have acknowledge before me that the same is their free and voluntary act as
well as the entities they respectively represent.

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

WITNESS MY HAND SEAL, this _____ day of AUG 23 2008
2008 _____ at CABANATUAN CITY, Philippines.

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CARLOS V. FEDERIZO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2008
PTR 0017500
0-9-08 CAB. CITY

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