

## CONTRACT FOR SECURITY SERVICES

### **KNOW ALL MEN BY THESE PRESENTS:**

This Contract is entered into this 27<sup>th</sup> day of July 2017 at Victorias City, Negros Occidental, Philippines by and between:

**VICTORIAS CITY WATER DISTRICT**, a government-owned and controlled corporation duly created and existing pursuant to Presidential Decree (PD) 198, as amended by PD 767 and 1479 and Republic Act (RA) 9286, with office address at Quirino Street, Victorias City, Negros Occidental, represented in this Agreement by its General Manager, **ENG'R. ABRAHAM J. DE DIOS, JR.**, duly authorized for this purpose through the attached Board Resolution No. 42, Series of 2017, dated July 25, 2017 and. Hereinafter referred to as "**CLIENT**";

- and -

**ILOBAC SECURITY AGENCY, INC.**, a company duly organized and existing under the laws of the Republic of the Philippines, with Branch Office at Suite 4 & 5, Level 2, JTL Building, B.S. Aquino Drive, Bacolod City, Negros Occidental and represented in this instance by its HR Manager, Mr. Elmer L. Pescadero, Ph.D. and hereinafter referred to as "**AGENCY**"

### **WITNESSETH THAT:**

**WHEREAS**, the **CLIENT** intends to apply the sum of Two Hundred Ninety Eight Thousand Five Hundred Pesos (P 298,500) being the total Approved Budget for the Contract (ABC) for the provision of Security Services for a Period of Five (5) Months from August 1, 2017 to December 31, 2017;

**WHEREAS**, the **CLIENT** posted the Invitation to Bid for the provision of Security Services for **VICTORIAS CITY WATER DISTRICT** for a Period of Five (5) Months in the PhilGEPS on June 23, 2017.

**WHEREAS**, responding to the abovementioned Invitation to Bid, two (2) prospective bidders signified their interest to participate in the said bidding process by purchasing bidding documents, namely: 1.) ILOBAC Security Agency, Inc., and 2.) Private Marshall Agent Security Services;

**WHEREAS**, the submission of bids and bid opening were held on July 3, 2017, 1:30 P.M. at the Victorias City Water District Conference Room in Victorias City;

**WHEREAS**, only the **AGENCY** was declared eligible pursuant to Sections 23 and 25 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, accordingly, the Bids and Awards Committee (BAC) evaluated the eligibility, technical and financial requirements submitted by the **AGENCY** during the bid opening;

**WHEREAS**, in view of the Bid Evaluation Report, the **AGENCY** had been found to be the Lowest Calculated Bid pursuant to Section 36 (b) of the Revised Implementing Rules and Regulations of Republic Act No. 9184;


**WHEREAS**, the recommendation to award the contract in favor of the **AGENCY** through BAC Resolution No. 13 –S. 2017 on July 14, 2017 had been elevated by the Bids and Awards Committee (BAC) Chairperson to the Victorias City Water District (VCWD) Board for approval;

**WHEREAS**, the Victorias City Water District (VCWD) Board approved the award of Contract to ILOBAC Security Agency, Inc. in the amount of Two Hundred Ninety Eight Thousand Four Hundred Seventy One Pesos and Eighty Centavos (P 298,471.80) through Board Resolution No. 42 –S. 2017 issued on July 25, 2017;

**NOW, THEREFORE**, for and in consideration of the foregoing, this Agreement is entered by and between the **CLIENT** and the **AGENCY** with the following covenants, to wit:



**A. PERFORMANCE BY THE AGENCY**

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1. The **AGENCY** shall provide the **CLIENT** with security services to guard and protect its properties from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, maintain peace and order in and around the **CLIENT'S** premises as well as protect its officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement rules, policies and regulation of the **CLIENT** aimed at maintaining security and safety at its premises.

**2. SCOPE OF WORK**

- a. Provide for the protection and security of the rights and interest, office buildings, vehicles, furniture, equipment, supplies and other facilities of **CLIENT** against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the **AGENCY** agrees to provide security and assistance to the officials and employees of the **CLIENT** while in the discharge of their official duties and responsibilities.

- b. Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Administrative Division Manager within twenty-four (24) hours if any property belonging to the **CLIENT** shall be brought without duly approved gate pass;
- c. Record the entry of Visitors, Suppliers, Vendors, Servicemen and etc. on a logbook. Indicating the name, address, purpose, time in and out, and signature
- d. Record all incoming and outgoing vehicles in their logbook;
- e. Record all trips of service vehicles and file one copy of each duly approved trip ticket;
- f. Check depositories, rooms, or buildings of security interest any time, in addition to the normal working hours to determine that they are properly locked and are otherwise in order;
- g. Must be familiar with location of fire-fighting apparatus and how to operate them;
- h. Must submit reports on any unusual incident;
- i. Safeguard the **CLIENT** personnel and employees against harm or threats when inside the Bureau premises during office hours.
- j. Maintain peace and order within the **CLIENT** and its immediate surroundings.
- k. Maintain proper decorum, personal discipline, grooming and decent uniform while on duty and refrain from reading newspapers, drinking alcoholic beverage or taking prohibited drugs or any other wrong doing that will distract him/her from performing his/her official function
- l. Shall enforce and obey all orders/instructions/memoranda issued by the **CLIENT**, which are relevant to their functions.

### 3. MANPOWER REQUIREMENTS

- a. The **AGENCY** shall provide the **CLIENT** with three (3) Security Guards:

No. of Hours Per Day	No. of Guards
8 Hours Duty	1
12 Hours Duty	2

**TOTAL NO. OF GUARDS: 3**

- b. MINIMUM REQUIREMENTS

The Security Guards shall have the following minimum qualifications:

- Filipino Citizen
- Must be 24 - 45 years old
- Must be at least high school graduate
- At least Five Feet and Four Inches (5'4") in height
- Must be licensed Security Guard
- Physically and mentally fit and with good moral character
- No derogatory record and properly screened and cleared by the PNP,

- Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience.
- Knows how to deal pleasantly and courteously with personnel, clients and the general public

**c. SECURITY EQUIPMENT AND UNIFORM**

- Two (2) units 38 cal. rev. pistols with ammunitions to be issued to guards
- Two (2) pieces umbrellas and raincoats to Guards;
- Two (2) units flashlights with batteries to all guards-on-duty;
- Two (2) units first aid kits to all guards-on-duty
- Logbooks throughout the implementation of the Contract and must turn-over these logbooks to CLIENT upon expiration or termination of the Contract.
- Proper and complete uniforms as mandated by Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA).

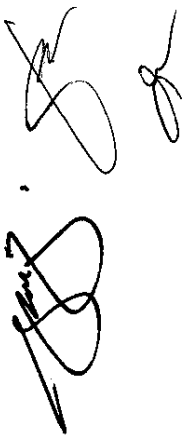
**4. SCHEDULE**

LOCATION	NO. OF GUARD/S ON DUTY			DAYS ON DUTY
	8:00AM - 5:00PM	6:00AM - 6:00PM	6:00PM - 6:00AM	
Administrative Building	1			Monday to Friday Excluding Holidays
Parking/Service Area/Warehouse		1	1	Monday to Sunday Including Holidays

**5. ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT SECURITY SERVICES**

- In view of the manpower requirements, the **AGENCY** shall provide the **CLIENT** with a copy of the individual personnel profiles of the security guards to be assigned in the **CLIENT** together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the **CLIENT** before assumption of work by the

- ii. The number of guards may be increased or decreased as the need arises upon mutual agreement by the **CLIENT** and **AGENCY**;
- iii. Should the **CLIENT** be in need of the services of additional security guards, the **AGENCY** shall provide the needed number at the same service rate and under the same terms and conditions in the **CONTRACT**, upon written request of the **CLIENT**;
- iv. The **AGENCY** hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;
- v. The **AGENCY** shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the **CLIENT**;
- vi. The **AGENCY** shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the **CLIENT**;
- vii. There shall be no employer-employee relationship between the **CLIENT** and the Security Guards;
- viii. The **CLIENT** shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the **AGENCY** including death resulting therefrom;
- ix. The **AGENCY** shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;
- x. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the **AGENCY**;
- xi. The **AGENCY** shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;
- xii. The **AGENCY** shall protect the **CLIENT** from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;
- xiii. The **AGENCY** shall be liable to the **CLIENT** for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;

Handwritten signatures in black ink, appearing to be initials or names, located on the left side of the page.

- xiv. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:
- a. Where the loss or damage occurs inside a closed office, building or compartment into which the **AGENCY** or its agents have no access, in which case, the **AGENCY** is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.
  - b. For loss of, and/or damage to property delivered, or entrusted by the **CLIENT** to its employees, which equipment or property is outside the administrative control of the **AGENCY** at the time of said loss or damage, the **AGENCY** is not liable. In this connection, properties or equipment are considered outside the administrative control of the **AGENCY** only when the same are brought outside the **CLIENT'S** premises or compound by the authorized employees themselves.
  - c. For loss of, and/or damage to property resulting from fortuitous events or force majeure;
- xv. For any loss or damage stated under paragraphs 13 and 14 The **AGENCY** shall indemnify the **CLIENT** for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the **AGENCY** shall furnish the **CLIENT** a Performance Security to guarantee the payment of such claim or damages and those claims arising from the operation of the **CONTRACT**. It is understood, however, that the liability of the **AGENCY** shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the **CLIENT**;
- xvi. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the **AGENCY** to the **CLIENT** within forty-eight (48) hours from its occurrence;
- xvii. The loss or damage to property shall be brought to the attention of the **AGENCY** by the **CLIENT** within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the **AGENCY**;
- xviii. The **AGENCY** shall provide the security guards assigned to the **CLIENT**, at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The **AGENCY** hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The **AGENCY** shall also provide the **CLIENT** copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the **CLIENT**;
- xix. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any



guarded compound of the **CLIENT**, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the **CLIENT**, whether he/she is on-duty or off-duty;

- xx. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the **AGENCY** shall provide the **CLIENT** with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;
- xxi. It shall monitor/supervise regularly their security guards by assigning a supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Administrative Chief of this Office on the first week of the month following the said evaluation;
- xxii. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the **AGENCY'S** monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;
- xxiii. It is agreed that in order to have an assurance that salaries of security guards assigned by the **AGENCY** were paid on time, the **CLIENT** requires the **AGENCY** to present a certified photocopy of the signed payroll of the security guards assigned to VICTORIAS CITY WATER DISTRICT covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.
- xxiv. The **AGENCY** shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the **CLIENT** and its shall be understood that the **CLIENT** will not be held liable for unpaid wages if the **AGENCY** fail to pay the security guards;
- xxv. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the **CLIENT** which the agency may have acquired by reason of its services.



## **B. PERFORMANCE BY CLIENT**

1. For and in consideration of the services to be rendered by the **AGENCY** to the **CLIENT**, the latter obligates itself to pay and deliver to the former every month, upon the former's submission to the latter of the Statement of Account, the sum of PHILIPPINE PESOS: FIFTY NINE THOUSAND SIX HUNDRED NINETY FOUR and 26/100 (59,694.26) per month payable every first week of the following month.


for posting/maintaining three (3) security guards computed at the following rates per month:

GUARD ON DUTY	RATE
Guard 1 (8 hours daytime duty)	P 10,987.09
Guard 2 (12 hours day time duty)	P 23,882.10
Guard 3 (12 hours night shift)	P 24,825.17

It should be understood that the three (3) security guards represent body-count/man-count. Payments made by the **CLIENT** shall be inclusive of the **VALUE ADDED TAX (VAT)**.


2. The **CLIENT** undertakes to provide the security personnel of the **AGENCY** with specific work areas, assignment, locations and/or Command Post to enable the **AGENCY** to fully and effectively perform its functions, duties and responsibilities.
3. It must be understood that should the **CLIENT** require additional security guards for its needs and purpose, a written notice shall be necessary. The same shall be paid on per security guard basis. Provided, also that should the **CLIENT** require a decrease in the number of security guards, the corresponding adjustment in payment to the **AGENCY** shall also be effected.

### **C. WARRANTIES**



The **AGENCY** hereby warrants that it has not given or promised to give money, gift to any official or employee of the **CLIENT** to ensure contact and that any violation of this warranty shall be sufficient basis to terminate this contract.

### **D. MISCELLANEOUS PROVISIONS**

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1. It is expressly understood and agreed that the **AGENCY** is not an agent or employee of the **CLIENT** in all intents and purpose under contract with the **AGENCY**. Accordingly, the **CLIENT** shall not be responsible for any and all claims for personal injury or damage including death caused either to any of the guards or any third person where such injury or death arises out or in the course of the lawful performance of said guards.
  2. The **CLIENT** reserves the right to pre-terminate the contract in case the **AGENCY** fails to fulfill any of the obligations set forth in this Agreement. In which case, the **CLIENT** will not in any way be liable to pay the **AGENCY** any amount representing the portion of the contract which has not served due to pre-termination including penalties.



**E. EFFECTIVITY OF CONTRACT**

1. This agreement shall commence from August 1, 2017 and shall continue in full force and effect until December 31, 2017 subject to the Guidelines in the Procurement to Supply Security Services for a Period of Five (5) Months hereof.
2. In case of termination, a fifteen (15) day notice shall be made by the either party hereof.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date and at the place first above mentioned.

VICTORIAS CITY  
WATER DISTRICT  
By:

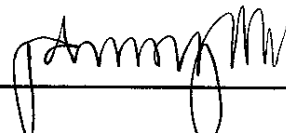
  
Eng'r. Abraham J. de Dios, Jr.  
General Manager


ILOBAC SECURITY AGENCY, INC.

By:

  
Mr. Elmer L. Pescadero  
HR Manager

**SIGNED IN THE PRESENCE OF:**

  
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**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
BACOLOD CITY, NEGROS OCCIDENTAL) S.S.

BEFORE ME, a Notary Public for and in Bacolod City, Negros Occidental, Philippines this \_\_\_\_ day of 28 JUL 2017 2017 at Bacolod City, personally appeared the following:

<u>NAME</u>	<u>RES. CERT. NO.</u>	<u>DATE AND PLACE</u>
ABRAHAM J. DE DIOS, JR.	<u>CCI 2014 16342705</u>	<u>JANUARY 30, 2017, VICTORIAS CITY</u>
ELMER L. PESCADERO	<u>SS 33 - 2771000 - 9</u>	<u>1-9 1995 MBTRD MANILA</u>

All known to me and me known to be the same persons who executed the foregoing Agreement for Security Guard Services and they acknowledged to me that same is their free and voluntary act and deed, as well as that of corporation therein respectively represented.

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

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Series of 2017

  
MARIANO L. NATU-EL  
NOTARY PUBLIC-CITIES OF BACOLOD

28 JUL 2018  
TALISAY MUN. MURGIA & DON SALVADOR BENEDICTO  
NEG. OCC. NP NO. 0092-18, UNTIL 12/31/18  
PTR NO. 1899635-1/03/17 TALISAY CITY  
IBP NO. 1066600-1/10/17 BACOLOD CITY  
ROLL NO. 20865 MCLE V-0024776 UNTIL 4/14/15  
RM. 14JS, BLDG. LACSON GALO, STS.  
BACOLOD CITY

