

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

PHILIPPINE RICE RESEARCH INSTITUTE, a chartered government corporate entity attached to the Department of Agriculture (DA), with office address at Maligaya, Science City of Muñoz, Nueva Ecija, represented by its Executive Director, **JOHN C. DE LEON**, hereinafter referred to as "**PHILRICE**";

-and-

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

PHILRICE and **AGENCY** are collectively called "**Parties**".

-WITNESSETH-

WHEREAS, **PHILRICE** sought to engage the services of a security agency to maintain a round-the-clock peace and order within PhilRice premises to protect its personnel and property;

WHEREAS, through public bidding, the **AGENCY** presented the most responsive and lowest bid among three other security agencies and **PHILRICE** accepted the **AGENCY**'s security services proposal;

NOW, THEREFORE, **PHILRICE** agrees to enter into an agreement with the **AGENCY** to provide security services to **PHILRICE** for the period **January 1, 2021 to December 31, 2021**, for a total amount of **EIGHT MILLION FOUR HUNDRED TWENTY SIX THOUSAND NINE HUNDRED SIXTY THREE PESOS AND 61/100 (PhP 8,426,963.61)** to be paid through monthly billings for the services rendered by 21 well-trained guards (10 guards with 12- hour day shifts and 11 guards 12-hour night shifts);

The parties further agree on the following:

1. Role of PHILRICE

- 1.1. Pay the total contract amount to the **AGENCY** for the provision of security services of 21 guards, who will render services for twelve (12) hours daily, including Saturdays, Sundays, and holidays and subject to changes whenever deemed necessary;
- 1.2. Provide office space and utilities for the smooth operation of the agency;
- 1.3. Provide guidance, updates, orientation on local ordinances, and strong coordination in the management of events and untoward incidents; assign a management representative for this purpose;
- 1.4. Provide the agency with the latest internal or national policies that need enforcement;
- 1.5. Provide proper orientation on the use and management of various equipment and facilities in the complex;
- 1.6. Conduct its own investigation of incidents such as theft, loss of property, accidents, and threats to **PHILRICE** personnel, offices, and housing facilities;

and organize a joint meeting with the **AGENCY** in order to determine the liability of each party;

2. Role of the **AGENCY**

- 2.1. Provide well trained and experienced security guards, with good character and compliant to credentials stated in the technical specifications of the bidding documents such as security license, training, experience and drug clearance, among others;
 - 2.2. Provide security uniforms, traffic warning devices e.g. traffic wands, licensed and serviceable firearms, ample rounds of ammunition, vehicles, and other supplies and materials and office equipment;
 - 2.3. Provide working and reliable communication equipment (two-way radios with chargers and spare batteries) at no cost to the security guards;
 - 2.4. Obtain all required licenses and permits and warrants in compliance with the provisions of all relevant social legislation, labor laws, social security laws, pertinent Presidential Decrees, General Orders, Letter of Instructions, and all other Philippine Laws applicable to its personnel assigned at PhilRice;
 - 2.5. Provide the guards their proper remuneration based on agreed upon rates and in accordance with PD No. 442 (Labor Code of the Philippines) as amended, including insurance and allowances (uniform and fuel);
 - 2.6. Provide to each guard heavy duty flashlight, raincoat, hard hat, umbrella, boots, reflectorized vest, and handheld blinker within the first month of the contract at no cost to the security guards;
 - 2.7. Conduct random drug testing of its security personnel assigned to PHILRICE;
 - 2.8. Provide the following basic security functions:
 - 2.8.1 Secure the area of PhilRice – its offices, farm, dormitories, residential houses, vital installations such as utilities, experimental set up, and property perimeter – from encroachment, intrusion, damage, theft, threats, and disturbance, among others;
 - 2.8.2 Provide public assistance to its officials, staff, visitors in telephone and radio communication; coordination with PNP, BFP, and local barangay officials;
 - 2.8.3 Enforce standard rules and protocols, as well as orders that may be issued by management from time to time;
 - 2.8.4 Operate the base radio with competence and courtesy; and protect vital offices and installations such as power house, records, communication tower, and personnel;
3. The **AGENCY** shall have full control and supervision over the security guards to be assigned under this Contract as well as the manner of performance of their duties. However, the **AGENCY** binds itself to cause the implementation or enforcement of any and all rules, regulations or other directives for smooth operations that **PHILRICE** may issue concerning the conduct of said security guards that will redound to the fulfillment of the objectives of this Contract, such that PhilRice or any of its authorized ranking officials may issue direct orders for compliance by the security guards;
4. There shall be no employer-employee relationship between the **AGENCY** and **PHILRICE** on one hand, and the **AGENCY's** employees and PhilRice on the other.
5. The **AGENCY** shall hold PhilRice free and harmless from any liability for any injury and or loss of life to any security guard assigned by the **AGENCY** to **PHILRICE** resulting from accident or incident during the performance of his work;
6. The following documents shall form part of this contract:

A. A. Bid Documents

- A.1 Supplier's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- A.2 Schedule of Requirements;
- A.3 Technical Specifications;
- A.4 General Conditions of Contract
- A.5 Special Conditions of Contract;
- A.6 Performance Security and
- A.6 Notice of Award

B. Annex A – Specific Rules and Provisions

C. Annex B – Posting of Guards

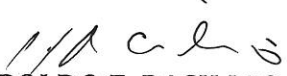
- 7. This Contract shall be in force and shall bind the parties to each other for a period of twelve (12) months commencing **January 1, 2021 to December 31, 2021** and shall continue to have force and effect until either party terminates the same upon written notice to the other at least 30 days in advance without prejudice to the rights and obligations of the parties that have accrued prior to such termination;
- 8. 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;
- 9. All legal actions out of this contract shall be exclusively filed with the Municipal Trial Court in Cities of the Science City of Munoz, Nueva Ecija and the Regional Trial Court at Baloc, Sto. Domingo, Nueva Ecija;

IN WITNESS WHEREOF, the parties hereunto affixed their signature this ____ day of _____ 2021 at Science City of Munoz, Nueva Ecija.

PHILRICE


JOHN C. DE LEON
Executive Director

AGENCY


LEOPOLDO F. PASILIAO
President/General Manager

WITNESSES:


ABNER T. MONTECALVO
DED for Administrative Services & Finance


ROGER S. MANZANO
Detachment Commander

Certified Funds Available


MARY GRACE DG. CORPUZ
FMD Head

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.
SCIENCE CITY OF MUÑOZ

In SCIENCE CITY OF MUÑOZ, Philippines, this JAN 26 2021 day of _____ personally appeared before me,

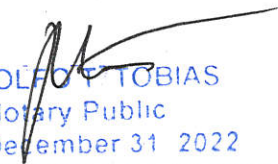
Name	Government ID	Issued on/at
1. JOHN C. DE LEON	PhilRice ID 90-0501	May 1990/Muñoz, Nueva Ecija
2. LEOPOLDO F. PASILIAO	Lic. No. AD2-82-022839 (expires 12-22-2021)	_____

Both known to me to be the same persons who executed the foregoing Contract for Security Services and acknowledged the same to be their own free act and deed.

This Instrument consists of eleven (11) pages including the page wherein this acknowledgment is written, signed in every page hereof by the parties and their instrumental witnesses.

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

Doc. No. 279
Page No. 56
Book No. 307
Series of 2021.


RODOLFO T. TOBIAS
Notary Public
Until December 31 2022
PTR No 7642434, 01-04-2021
Science City of Muñoz, Nueva Ecija
R.A.N. 11224
MCE (Notary Public) No. 00000000000000000000

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ANNEX A
Specific Rules and Provisions

I. Posting and Deployment of Guards




1. Both parties agree to establish good coordination in the following areas: change in detachment leadership; hiring, dismissal, or replacement of security guards; planning of postings; management of events and emergencies; and documentation and reporting of various incidents;
2. The **AGENCY** shall secure the approval of **PHILRICE** on deployment of new guards;
3. The **AGENCY** shall submit quarterly or as often as necessary an official list of security personnel assigned at **PHILRICE** complete with supporting documents as proof that the security personnel meets the qualification requirements of **PHILRICE**;
4. **PHILRICE** reserves the right to demand the immediate replacement of any security personnel assigned by the **AGENCY**, if in its assessment, the personnel is wanting in competence, honesty, integrity, or whose continued stay is prejudicial to the interest of **PHILRICE**;
5. Under no circumstances should the **AGENCY** deploy at the same shift or time schedule two (2) security guards who are related within the third degree of affinity and consanguinity;
6. The **AGENCY** shall provide **PHILRICE** results of quarterly performance evaluations of its security guards as support for their continued deployment;

II. Contract Payment

1. The total contract amount shall be inclusive of VAT, and payable upon presentation of the bill, with individual accomplishment of daily guard detail sheet, duly attested by his Supervisor and submitted to **PHILRICE**, subject and in accordance with government accounting and auditing rules;
2. The **AGENCY** shall pay all salaries and wages of its personnel every 15th and 30th of each month. Payment shall be made at PhilRice premises where the work is conducted. **PHILRICE** reserves the right to assign representatives/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;
3. The **AGENCY** shall submit to **PHILRICE** duplicates or photocopies of the actually signed payrolls and pay slips showing the gross amount earned, deductions, employer's contribution and net amount paid to the security guards which includes the photocopy of remittances to SSS and PhilHealth;

III. Specific Duties and Responsibilities of Security Guards

1. Record on separate log sheets the arrival and departure time, name of vehicles, driver, plate number of vehicle, and the loads, if any, with delivery receipt (DR) number;

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2. Conduct visual searches or, when legally appropriate, inspect and check all incoming and outgoing vehicles of contractors, PhilRice vehicles, vehicles of **PHILRICE** staff, suppliers, deliveries, and pull-outs;
 3. Check the authenticity and applicability of the accompanying gate pass used; Collect gate passes from staff who bring out **PHILRICE** properties and submit the same monthly to the Procurement Management Division (PMD);
 4. Record on logbook trip tickets numbers and the times of departure and arrival of official **PHILRICE** vehicles;
 5. Record on separate logbook **PHILRICE**-owned equipment, materials, and parts, specifying the quantity, description, condition, and time of return without prejudice to any form the PMD may require;
 6. Coordinate with the Integrated Management Systems and Services Office in the issuance of non-compliance tickets and implementation of standing regulations against carrying deadly weapons, smoking, gambling, drinking of liquor within the office premises, parking, littering, and other regulations **PHILRICE** may impose;
 7. Conduct random inspection and searches on bags and personal belongings of incoming/outgoing people/visitors. Require visitors to register in the logbook at the information counter and issue a visitor's card in exchange for the surrendered identification card, and direct the visitor(s) to see the Officer-of-the-Day (OD);
 8. Conduct regular roving inspection of all rooms/offices at lunch time, after 5 o'clock in the afternoon, midnight, or as the need arises; including the necessary inspections during relief of duty;
 9. Conduct foot patrol of the **PHILRICE** premises and all areas of responsibility noting down and reporting any violation of **PHILRICE** policies, rules, regulations, and any untoward incident that had transpired during inspection of the said areas;
 10. Escort scrap collectors during scrap collection and buyers during withdrawal period;
 11. Regulate vehicular traffic in the **PHILRICE** compound at all times by:
 - a) enforcing prescribed traffic routes, designated parking areas, and speed of vehicles and farm machines
 - b) assisting pedestrians in the highway fronting the main and second gates during peak hours;
 12. Prevent loitering of unauthorized persons within the **PHILRICE** premises including the housing area;
 13. Take note of time of deliveries and all actual physical count of outgoing/incoming returned deliveries;
 14. Inspect assigned area and secure all **PHILRICE** properties as well as those of its clients from theft and pilferage;
 15. Take telephone calls in the absence of the telephone operator;
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16. Turn on and off perimeter lights and facility lights during office hours and during Saturdays, Sundays and Holidays;
17. Prepare a report of activities and incidents that occurred during the tour of duty and file blotter reports with proper authorities as necessary;
18. Refer security matters to the Deputy Executive Director for Administrative Services and Finance which are not covered by these instructions;
19. In no case shall any guard leave or abandon his post unless properly relieved and posting of guards for two straight consecutive days must be avoided;
20. Properly turnover activities, duties and responsibilities to the incoming reliever;
21. Ensure that farm equipment and machines are turned over properly and not one is left in the open field overnight;
22. Maintain the cleanliness and orderliness of the provided office space for the security guards, which shall not be slept and/or dwelled in by any visitor or relative at any time;

IV. Specific Duties and Responsibilities of Security Supervisor

1. Coordinate with the Deputy Executive Director for Administrative Services and Finance or his duly authorized representative to plan and finalize:
 - a. Posting of Guards (shifts, roving, coverage)
 - b. Procedures at the Gates (entry, exit, recording, inspection, gate pass)
 - c. Traffic Management (incoming and outgoing persons, signages, and equipment)
 - d. Base Radio Protocol (regular post call, no response, conduct over the radio, etc.)
 - e. Roving Protocol (frequency, energy conservation, logging, etc.)
 - f. Protocols in Dealing with Theft and Accidents
 - g. Preparation of Reports (frequency, format, etc.)
 - h. Other Instructions
2. Act on security matters needing priority action and immediate solution;
3. Bring to the attention of the Deputy Executive Director for Administrative Services and Finance all security matters not covered by instructions;
4. Supervise the whole detachment in securing personnel and property in farms, offices, including the Material Recovery Facility, Palayamanan, FutureRice and wheat area; and residents and property in the housing and dormitory facilities;
5. Prepare a daily summary of incidents and observations and weekly summary of daily activities of the detachment and submit these to the Deputy Executive Director for Administrative Services and Finance;
6. Conduct investigation on any untoward incident involving security matters transpiring within the premises unless otherwise ordered by the **PHILRICE**

Director; results of initial investigation must be submitted within 24 hours and a full report upon completion of the investigation;

7. Make a written report to the Deputy Executive Director for Administrative Services and Finance of any violation by an employee of **PHILRICE** of policies, rules and regulations that compromises or violates security;
8. Recommend security measures for the improvement of the security system; make a written report upon discovery of any flaw in the security system for remedial measures;
9. Perform the functions of a roving guard, in the absence of one;
10. Take full accountability for the qualifications, discipline and conduct of men under his supervision by:
 - a. Deploying guards with at least one-year experience;
 - b. Issuance of functional firearms, regular cleaning, and conduct of quarterly firing drills;
11. Conduct meetings with his guards at least once a month, if possible, in the presence of the Deputy Executive Director for Administrative Services and Finance or his duly authorized representative;
12. Properly turnover duties and responsibilities between the incoming and outgoing guards;
13. Perform other tasks that may be instructed to him from time to time by the Deputy Executive Director for Administrative Services and Finance.

V. **Loss of or Damage to Property**

1. The **AGENCY** shall submit a Performance Bond issued by a reputable Insurance Company and/or with the GSIS Surety Bond in favor of **PHILRICE** in the amount equivalent to thirty percent (30%) of the cost of services from Jan 1, 2021 to December 31, 2021 to answer for any claim which may be made against **PHILRICE** by any third party, for any loss or damage which may be incurred by reason of the operation of this Contract. If the claims of **PHILRICE** is more than the amount posted as Surety Bond, the **AGENCY** shall be answerable for the excess amount.
2. The **AGENCY** shall, within thirty (30) calendar days from receipt of a written notice, be liable to and pay **PHILRICE** the value of any property lost or damaged while in the compound due to theft or unauthorized withdrawal or any damage to property or personal injury, including death, which may arise due to lapse of the guard on duty to enforce security protocols issued by **PHILRICE** and the agency except in the following cases:
 - a) where the loss, damage, or injury is due to force majeure or fortuitous events;
 - b) where the loss or damage resulted from mob violence, tumultuous affray, acts of dissidents, war, insurrection and revolutions.
3. Such losses, damages, or injuries shall be reported in writing to **AGENCY** 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.

VI. Miscellaneous Services

1. Guards are expected to be on duty during special occasions and seminars and shall provide escort services for company VIPs. The guards during special occasions shall come from the off-duty guards and shall be paid accordingly based on the regular monthly rate;
2. Without prejudice to security, the **AGENCY** shall render free of charge related services such as carrying or handling of supplies and/or records/documents within the compound upon request by **PHILRICE** officials;

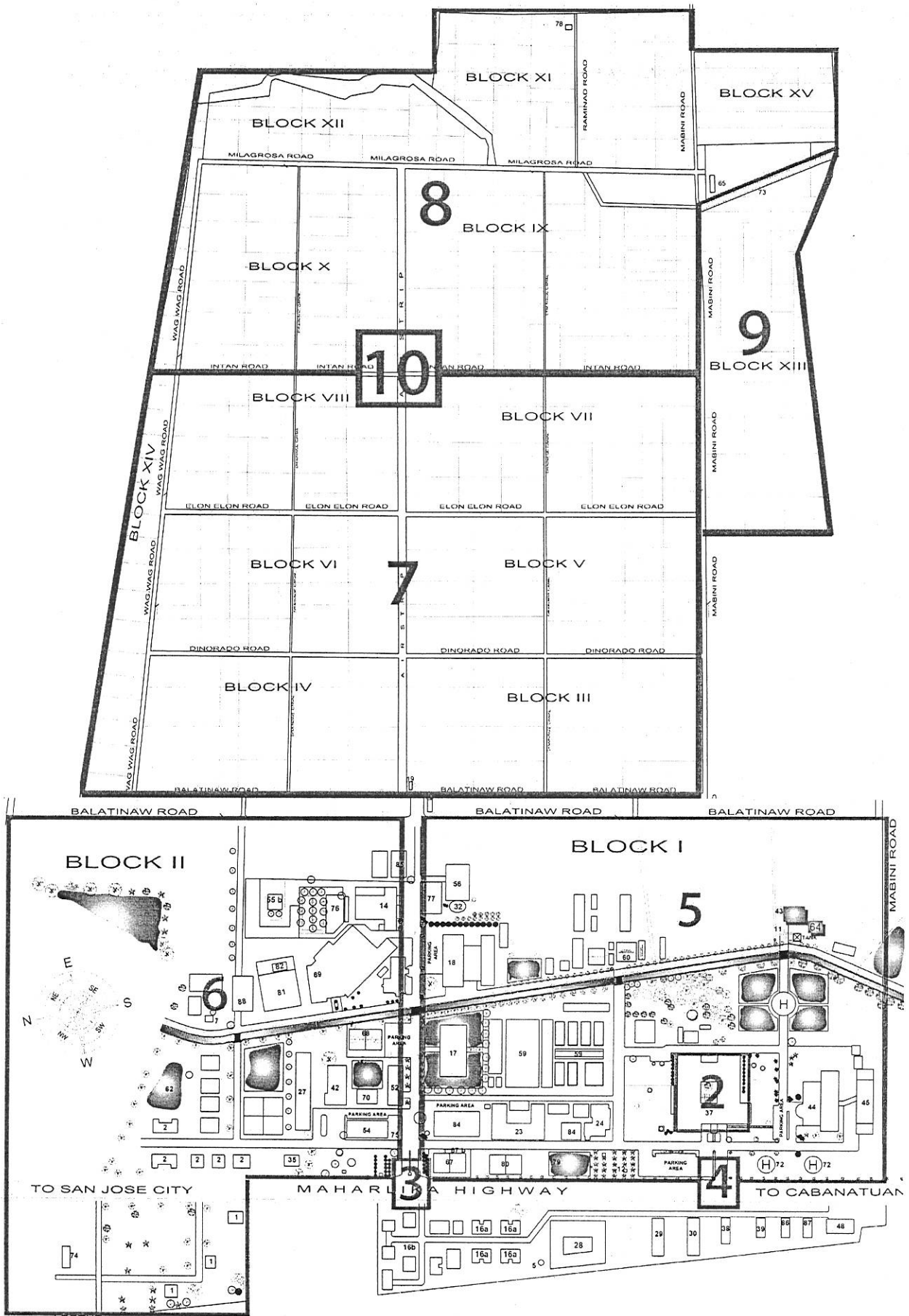
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ANNEX B
Posting of Guards

Post # (Code)	Main Post	Coverage (refer to attached map)	# of guards (shifts)
1) Officer/SIC	Act as roving guard	(8AM-5PM) Perimeter walls of Maligaya, Mapak-ol, Mabini/Staffville (6-9:30AM; 5PM – 11 PM) Assist at Old Housing and Wheat Area	1x2= 2
2) Lobby (7-0)	CES Main Bldg	Cat Genset, Powerhouse, Server Room, Genebank, Phone and Base, Trips/ Travels, Parking area, Recording, Checking	1x2= 2
3) 8-5	Main Gate	Staffville Gate, Crossing, Checking, Recording and Preventing (10PM – 6AM) Old Housing and Wheat Area	2x2= 4
4) Gate 2	2nd Gate	Staffville Gate, Parking areas, Crossing, Checking	1x2= 2
5) Patrol 2	Dormitory	Main Building perimeter, Dorm 1, Dorm 2, Gym, Laundry, Powerhouse, Parking area, Palayamanan, Records Center, Screenhouses, Hybrid Rice Bldg, RCPC, Titanic, Rice Wine/ABCRE, REMD, Toll Gate, South Genset	1x2= 2
6) Patrol 1	FTIC/BDD	Social Hall, Museum, Hardin ni Mang Tico, IMSSO, Basketball Court, NSQCS, KOPIA, KOICA, PPD, PMD, Motorpool, Junkyard, North Powerhouse, IAU, Old Housing, Wheat Area	1x2= 2
7) Field Patrol 1	North/ South ASPPD, PBBD, CPD, BDD, Seed Tech	Methane Van, Windmill, Back Gate, Balatinaw Road, Dinorado Road, Elon-Elon Road, Mapak-ol Gate, Wag-Wag Road	1x2= 2
8) Field Patrol 2	South/East/ North/MRF, Palayabangan, PBBD, REMD, BDD, ASPPD	Intan Road, Wag-Wag Road, Tower, Milagrosa Road, Boom Gate	1x2= 2
9) Field Patrol 3	Farm Area	Intan Gate, TMSD, BDD, PBBD, FutureRice	1x2= 2
10) (Tower - Seasonal)	Tower	(8AM-5PM) from Post 3 (Main Gate)	1x2= 2 (Seasonal)
11) Housing	Staffville	Entire Staffville	1x1 = 1 (Night shift only)



CENTRAL EXPERIMENT STATION SITE DEVELOPMENT PLAN