

## CONTRACT TO SECURE PERSONNEL AND PROPERTY

### KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered this 23rd day of December, 2020 at PhilRice Negros Station, Cansilayan, Murcia, Negros Occidental, Philippines, by and between:

The **PHILIPPINE RICE RESEARCH INSTITUTE**, a government corporation, established by virtue of Executive Order No. 1061 dated November 5, 1985, as amended with Central Experiment Station at Maligaya, Science City of Munoz, Nueva Ecija, represented herein by its Branch Director, **GERARDO F. ESTOY JR., PhD.**, and hereinafter referred to as **PHILRICE**;

-and-

The **JAZMAR SECURITY AGENCY**, a corporation duly organized and licensed under existing laws to operate a private security agency nationwide, with main office at Brgy. Zone 2, Murcia, Negros Occidental, herein represented by its Branch Manager, **IRENE C. GRAVINO** and hereinafter referred to as the **CONTRACTOR**;

### WITNESSETH:

WHEREAS, because of the significant increase in its assets and number of personnel and the alarming incidents of petty felonies in the community, **PHILRICE** needs to augment its capability to secure its personnel and property from such felony threats;

WHEREAS, the **CONTRACTOR** possesses the needed security expertise and equipment to secure personnel and property of **PHILRICE**;

NOW THEREFORE, for and in consideration of the foregoing premises, **PHILRICE** and the **CONTRACTOR** agree to bind themselves to the following terms and conditions of this contract:

1. The **CONTRACTOR** through its own independent means, resources and techniques as a licensed security agency, shall secure the personnel of PhilRice and its guests, including its property, inside, around and between the following areas, namely: Main Building (Administration and R & D), Seed Warehouse, Seed Processing Shed, Flatbed Dryer and Seed Cleaning, Power Generator House, Deepwell Pressure Pump, Vehicle Parking Area, Farm Operations Building, Main Gate, Light Trap Facility, Agromet Station, Duplex Staff House, Staff Houses, Training Dorm Building and the Experimental field of Research and Development and Seed Production Area of BDD from felonious, offensive, and infractions threats, for 24 hours a day, including Saturdays, Sundays and Holidays while this contract is in effect.
2. The **CONTRACTOR** shall within 30 calendar days from receipt of a written notice, indemnify **PHILRICE** the value of its property lost or damaged, or any injury or death to its personnel resulting from felonies, offenses and infractions committed within the Security Guard's area of responsibility subject to the guards' exercise of extraordinary diligence.
3. The **CONTRACTOR** shall deploy at **PHILRICE**, Security Guards who are possessed of, and equipped with, the following:
  - a. At least 2<sup>nd</sup> year college, 5'4 to 5' 6 in height and 150 to 180 lbs in weight and employed and trained by the **CONTRACTOR** for at least three (3) months before deployment at PhilRice.
  - b. Licenses, PNP, and NBI clearances, neuro-psychiatric and drug clearances, professional training, physical and mental fitness, good moral character, courtesy, honesty, politeness, reliability, and with no habits such as smoking, drinking, gambling, alcoholism, or illegal drug use, and strong commitment to secure **PHILRICE** personnel and property;
  - c. Day or night duty uniforms consisting of white long (day duty) and short (night duty) sleeves top, navy blue pants, black leather combat or safety shoes, security ornaments, patches, necktie, medicine kit with first aid medicines, flashlight with live batteries, night stick, whistle, appropriate service firearms (pistol or shotgun) with live ammunitions, and raincoat and rain boots, when necessary;
  - d. Handheld radio transceivers with a range of 10-kilometer radius and with extra batteries each;




- e. Other supplies and materials to ensure the effective and efficient functions of the Security Guards.
4. The **CONTRACTOR** is, for all intents and purposes, an independent employer. There shall be no employer-employee relationship between the **CONTRACTOR** and **PHILRICE** on one hand, and the **CONTRACTOR'S** employees and **PHILRICE** on the other. As an independent contractor, the **CONTRACTOR** hereby binds itself to faithfully comply with existing labor, social security, tax, healthcare, and insurance laws, rules and regulations.
  5. In addition to the general and specific orders and other security laws and regulations, the **CONTRACTOR'S** Security Guards shall implement the provisions of the PhilRice Security Manual and its security policies, and shall carry out specific verbal or written instructions issued by the **PHILRICE** Management from time to time.
  6. The **CONTRACTOR** shall periodically conduct security survey of the compound without any additional service charge or fees and shall recommend to **PHILRICE** measures necessary to enhance the security of the latter's personnel and properties. In addition, the **CONTRACTOR** shall assist **PHILRICE** form a Disaster Brigade and conduct fire, earthquake, and other drills regularly.
  7. The Security Guards, shall assist in carrying or handling supplies, materials and equipment and in delivering records, documents and messages within the compound upon the request by **PHILRICE**.
  8. The **CONTRACTOR** shall pay the wages of its security guards on the 15<sup>th</sup> and 30<sup>th</sup> day of each month. The total minimum gross monthly benefits to the Security Guards shall not be less than the amount specified in the **CONTRACTOR'S** bid adjusted correspondingly. The **CONTRACTOR** shall faithfully remit the required social security, healthcare, insurance, and tax contributions for its Security Guards assigned at **PHILRICE**. When requested by **PHILRICE**, the **CONTRACTOR** shall submit to **PHILRICE** photocopies of payrolls actually signed by the Security Guards and proof of its tax, social security, health and insurance remittances.
  9. **PHILRICE** shall not be liable for any injury or death of the **CONTRACTOR'S** Security Guards while on duty at PhilRice. The **CONTRACTOR** shall acquire a Group Accident Insurance for its security guards deployed at **PHILRICE**. PhilRice shall not be liable for any loss or damage on the **CONTRACTOR'S** properties used under this contract.
  10. In order to answer for indemnities in favor of **PHILRICE** and its personnel provided in this contract, the **CONTRACTOR** shall, within ten (10) days from signing of this agreement, post and subsequently maintain, in favor of **PHILRICE**, a Cash Bond or Surety Bond amounting to **FIFTY THOUSAND PESOS ONLY (P50,000.00)**.
  11. In consideration of the **CONTRACTOR'S** faithful performance of its obligations under this contract, **PHILRICE** shall pay the **CONTRACTOR** the sum of **EIGHTEEN THOUSAND NINE HUNDRED FORTY-ONE AND 11/100 (P18,941.11)** per guard, per eight-hour duty, per month for a total of **ONE MILLION THREE HUNDRED SIXTY THREE THOUSAND SEVEN HUNDRED SIXTY PESOS AND 40/100 (P1,363,760.40)** for 12 months for six (6) Security Guards who actually rendered 8 hours duty service at **PHILRICE**, payable every 30 days and upon receipt of the **CONTRACTOR'S** bill by **PHILRICE**.
  12. The **CONTRACTOR** shall designate one (1) Security Inspector to exercise control and supervision over the **CONTRACTOR'S** security guards. He shall also serve as **CONTRACTOR'S** coordinator with PhilRice. In addition to his duties as Security Inspector, he shall submit weekly reports to **PHILRICE**, conduct weekly formation and coordinate the necessary training.
  13. The **CONTRACTOR** shall provide photocopy of SSS, PhilHealth and HDMF remittances of the security guards deployed at PhilRice Negros on a monthly basis before payment of the succeeding month billing.
  14. The **CONTRACT** shall take effect on **January 1, 2021** and shall automatically terminate on **December 31, 2021** subject to renewal upon mutual agreement of the parties. It may be terminated or suspended anytime during its duration, by any of the parties, for any reason whatsoever, subject to a 24-hr advance notice.
  15. In case of any disagreement between the **CONTRACTOR** and **PHILRICE** on the interpretation of the provisions of this contract, it shall be automatically suspended. Suspension shall result to the immediate withdrawal by the **CONTRACTOR** of its Security Guards at **PHILRICE** and the withholding by **PHILRICE** of payment of outstanding obligations to the **CONTRACTOR**, until the disagreement is resolved.

16. If any term or condition of this Contract is declared contrary to law, the other terms and conditions shall remain valid.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day of December, 2020 at PhilRice Negros, Cansilayan, Murcia, Negros Occidental.

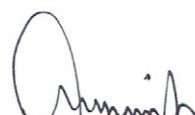
**PHILIPPINE RICE RESEARCH  
INSTITUTE (PHILRICE)**

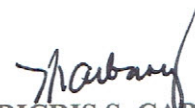
  
**GERARDO F. ESTOY JR., PhD.**  
Branch Director, PhilRice Negros

**JAZMAR SECURITY AGENCY**

  
**IRENE C. GRAVINO**  
Branch Manager

**WITNESSES:**

  
**CHERRYL U. SEVILLE**  
Senior SRS, PhilRice Negros

  
**MARICRIS S. CABANAYAN**  
Admin Officer III, PhilRice Negros

**FUNDS AVAILABLE:**

  
**ROMMEL JOHN C. LIBRODO**  
Accountant II



## ACKNOWLEDGMENT

Republic of the Philippines )  
Province of Negros Occidental) s.s.  
City of Bacolod )

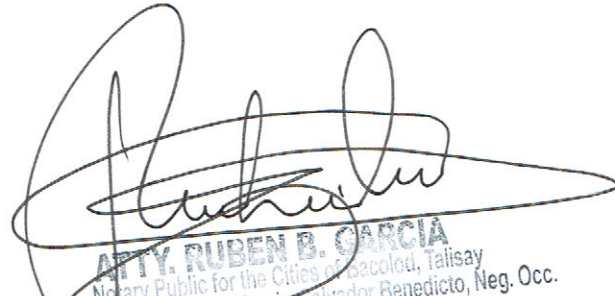
**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared this \_\_\_\_\_ day of 28 DEC 2020, 2020\_ at Bacolod City

Name	CTC No.	Date/Place of Issue
<b>GERARDO F. ESTOY JR., PhD.</b> <b>IRENE C. GRAVINO</b>	<b>193-353-374</b>	<b>TIN</b>

both known to me to be the same persons who executed the foregoing contract to Secure Personnel and Property, consisting of 4 pages including this page, signed by the parties and their instrumental witnesses and acknowledged the same 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.

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Series of m

  
**ATTY. RUBEN B. GARCIA**  
Notary Public for the Cities of Bacolod, Talisay  
Municipalities of Murcia, Salvador Benedicto, Neg. Occ.  
NT No. 0100-20, Until Dec. 31, 2020  
PTR No. 7738637-02-04-19, Bacolod City  
JBP No. 061612-12-15-18, Bacolod City  
Roll No. 29023  
ACLE Compliance No. V-0011159  
AMEGO & Associates Law Office  
101 Bldg. Lacson-Luzuriaga Streets, Bacolod City

