

**CONTRACT FOR SECURITY MANPOWER SERVICES EFFECTIVE
OCTOBER 1 TO DECEMBER 31, 2016**

KNOW ALL MEN BY THESE PRESENTS:

By virtue of BOT Resolution No. 2016-10-113 dated October 19, 2016 this contract entered into at Balo-i, Lanao del Norte, Philippines this ____ day of _____, 2016 by and between:

The **PHILIPPINE SCIENCE HIGH SCHOOL – CENTRAL MINDANAO CAMPUS (PSHS-CMC)** with principal address at Nangka, Balo-i, Lanao del Norte, represented by its Director, **ENGR.LORVI B. PAGOROGON, RPAE, MHWQ** hereinafter called the “First Party”.

- and -

The **DOUBLE TAP SECURITY AGENCY, INC.**, a business firm with main office address at Badelles St., Ext., Pala-o, Iligan City represented by its President, **MR. THOMAS S. LAYA, CSP, CSMS** duly authorized as such to act and hereinafter called the “Second Party”.

WITNESSETH

1. That the First Party is desirous that certain services should be performed namely: Security services for the complete protection of its scholars, personnel, properties and visitors at its site at Nangka, Balo-i, Lanao del Norte.
2. That the Second Party has signified his intention, to which the First Party has accepted, to provide the services needed by the latter;
3. That the Second Party shall provide thirteen (13) Security Guards for adequate and continuous security and protection of students, personnel, offices, properties & premises of the First Party located at Nangka, Balo-i, Lanao del Norte including the lives of persons legally doing business therein;
4. That the Second Party shall provide at least two (2) female guard among the thirteen (13) security guards in conducting everyday inspection among female scholars, faculty, staff and other clients;
5. That the Second Party shall provide body guard for Campus Director when requested in exigencies of his security;
6. That the Second Party shall provide at least one (1) guard among the thirteen (13) security Guards who is a licensed professional driver duly accredited by the First Party whose services could be invoked twenty four hours in seven days (24/7) during emergency cases such as: fire, immediate hospitalization and the like;
7. That the Second Party shall provide service vehicles and/or additional security forces during especial occasions/graduation ceremonies of PSHS-CMC, which include, but not limited to the following : visits of DOST & PSHS System and other Very Important Persons (VIPs);
8. That the Second Party hereby attest that the security guards: 1) are not related within the third degree of consanguinity or affinity to the hiring authority and/or representative of the First Party; and 2) have not been employed by any of the hiring authority and/or representative of the First Party.

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reason of an administrative offense and have not reached yet the compulsory age of sixty five (65);

9. That the Second Party shall provide one (1) highly skilled Security Officer to supervise and monitor the twenty-four hours shifting duties of all the thirteen (13) guards and the salary of said Security Officer shall be borne by the Second Party;
10. That the security guards of the Second Party have been declared by the NBI, Bureau of Prison, Police Department Fiscal's Office and Clerk of Court of the City or Province of his residence;
11. That the Second Party shall provide their security guards with the following facilities/equipment pledged during the opening of bids such as:

- 1) 1 unit 12 GA shotgun with ammunitions
- 2) 3 units patented 38 caliber revolver ammunitions
- 3) 1 unit metal detector
- 4) 1 unit base radio
- 5) 4 units handheld radio (1-Detachment Commander, 1-Front Gate, 1-Back Gate and 1-Roving Guard)
- 6) 1 unit cellular phone with charger
- 7) 3 units rechargeable emergency lantern
- 8) 1 unit rechargeable flashlight, halogen lamp
- 9) 13 sets rubber boots (1 for each guard)
- 10) 13 sets rain coats (1 for each guard)
- 11) 3 cans tear gas
- 12) 3 pieces umbrella (heavy duty)
- 13) 2 pieces reflectorized traffic vest
- 14) 14 pieces office supplies (logbook, ballpens, etc for the duration of the contract)
- 15) 1 unit megaphone
- 16) 1 unit bicycle for roving guard
- 17) 1 unit motorcycle

12. That the Second Party acknowledges the general conditions and requirements as enumerated in the bid proposal and such other rules and regulations applicable hereto are part of the Contract;
13. That the security guards assigned by the Second Party under this contract shall exclusively be the employees of the Second Party, of which as their employer, shall comply with the LABOR CODE and such other related laws bearing on employment including the Minimum Wage, Worker's Compensation, Employer's Liability, Separation Pay, SSS, PHILHEALTH, and PAG-IBIG coverage, Income Tax Payments and the like that the Second Party shall hold the First Party free from any claim of security guards related thereto;
14. That the Second Party shall furnish the First Party with monthly remittances of SSS, PHILHEALTH, and PAG-IBIG which shall be the basis for the payment of their billing of the succeeding month;
15. That the Second Party shall maintain effective discipline and full control and supervision over the security guards assigned under this Contract as well as the manner of performance of their duties. However, the Second Party binds itself to cause the implementation or enforcement of any and all rules, regulations, or directives of the First

of said security guards). In case of emergency or immediate need for the services of security guards, the First Party or any of its ranking officials may issue direct orders for compliance by the security guards in the performance of their duties. In case, there is trouble among the security guards assigned at the premises of the school, the Second Party shall automatically be replaced and the Contract shall be revoked;

16. That the Second Party shall hereby assume full responsibility for theft, pilferage, damage, loss, robbery, vandalism, arson or any other unlawful acts concerning the properties, either owned or held in trust for third persons by the school, except when the loss or damage is due to fortuitous events such as conflagration, not attributable to the fault or negligence of the Second Party, or earthquake, typhoon, flood and other natural phenomena beyond the control of man. The Second Party shall be notified within fifteen (15) days from the date of notice, the First Party may suspend or withhold whatever contract payments may be due the Second Party or to the same effect, the First Party may set-off such loss or damage against the compensation payable to the Second Party or go against the surety bond set forth in this Contract. In case of loss, the First Party has the option to demand payment of the replacement value of the lost article, or its replacement by another at least substantially in the same condition of the former;
17. That the First Party has the right to reduce or increase the number of security guards or replace all, some or any particular guard, as the exigencies or its operation may require, such as reduction, increase or replacement become effective twenty-four (24) hours after notice thereof is given by the First Party to the Second Party, in which case corresponding proportionate adjustments (in case of reduction or increase in number of security guards) shall be made;
18. That the Second Party shall within ten (10) calendar days from the signing of Notice of Award Furnish the First Party with Performance Security in the form of cash, certified check, cashier's check, bank draft/guarantee of irrevocable letter credit issued by an authorized commercial bank in the amount equivalent to at least **One Hundred Twenty One Thousand Six Hundred Twenty Eight Pesos & 29/100 (P 121,628.29)** or a Surety Bond callable on demand by the PSHS-CMC in the amount **Seven Hundred Twenty Nine Thousand Seven Hundred Sixty Nine Pesos & 72/100 (P 729,769.72)** to the First Party conditioned to answer for any claim which First Party may have against the Second Party arising from this Contract;
19. That for and in consideration of the service rendered by the Second Party, the Second Party shall during the life of this Contract, be paid per guard per month of eight (8) hours service daily, Saturdays, Sundays and holidays included, effective October 1 to December 31, 2016 for a duration of Three (3) months the sum of **SIX HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED NINETY FIVE PESOS & 75/100 (P 633,495.75)** payable every 15th and end of the month, subject to accounting and auditing regulations. The monthly compensation is based on the FADPAO rate broken down as follows:

Days worked per week		7 days
No. of days per year		396.5
<u>Amount Directly to Guard:</u>		
Daily Wage (DW)		303.00
ECOLA		
Average Pay/Month	(DW x No. of days in a year/12)	10,011.63
Night Differential Pay	(Average Pay/Mo./ 3x10%)	333.72
13 th Month Pay	(DW x 365/12/12)	768.02

Uniform Allowance (R.A. 5487)	100.00
ECOLA	
	<u>11,339.62</u>

Amount to Gov't in favor of Guard:

Retirement Pay (RA 7641) (DW x 22.5/12)	568.13
SSS Premium	773.50
Philhealth Premium (Circular No. 011, s. 2012)	125.30
PAG-IBIG Fund	100.00
State Insurance Fund	<u>10.00</u>
	1,576.63

Total Amount to Guard & Government	12,916.25
Agency Fee (Administrative Overhead and Margin)	2,970.74
Value Added Tax (Agency Fee x 12% VAT-RMC 039-2007)	356.49
Total Contract Rate Per Guard	16,243.48
No. of Guards - 13	
Total Per Month	211,165.25
No. of Contracted Months - 3	<u>P 633,495.75</u>

20. That the second Party shall pay the security guards every 15th and 20th of the month regardless of receipt of payment from the First Party;
21. That the contract implementation shall be subject to continuing evaluation as to the effectiveness and advantage, and for this purpose shall be governed by the following guidelines:
- The Director of PSHS-CMC shall be consulted on security matters;
 - The Second Party shall recommend practical measures to improve the security services viable within the availability of government funds;
 - the head of the security force shall submit regularly reports and/or recommendations at least weekly to the Chief of Finance and Administrative Division (FAD), copy furnished the Office of the Campus Director (OCD);
 - The FAD Chief shall respond appropriately on action recommended by the head of security force subject to the approval of the Campus Director, and submit recommendation for the OCD in exigencies of security operations, with or without recommendation of the head of security force;
 - Any request for replacement, hiring, posting, etc. of security guards shall be acted upon immediately and any guard replaced shall not be reassigned to any post within the school premises;
 - No security guard shall be allowed to render continuously more than the prescribed eight (8) hours service per day; and
 - As part of the contract, the Second Party shall provide those extra services offered for free to the First Party as stipulated in their bid proposal.
 - Security services shall be evaluated by the First Party at the end of the contract period
22. That it is understood that this Contract does not create an employer-employee relationship between the First Party and the security guards of the Second Party, that the services rendered hereunder are not considered as government service; and the latter's security guards are not entitled to benefits enjoyed by the regular personnel of the First Party;

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23. That this Contract shall have force and effect starting October 1, 2016 to December 31, 2016, subject to evaluation, unless either party, as its pleasure sooner terminates the same by written notice to the other at seven (7) days in advance. The First Party also reserves the right to terminate this Contract even without notice in the event of any breach of the stipulation hereof by the Second Party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2016 at Nangka, Baloi, Lanao del Norte.

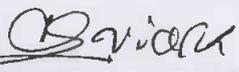
For: PHILIPPINE SCIENCE HIGH SCHOOL -
CENTRAL MINDANAO CAMPUS

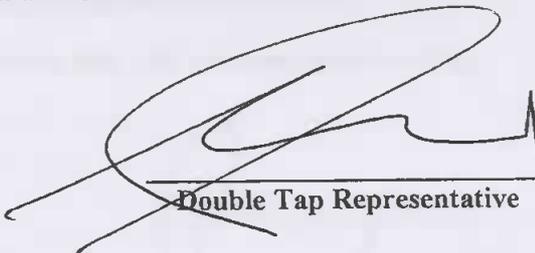
For: DOUBLE TAP SECURITY AGENCY, INC.


LORVI B. PAGOROGON, RPAE, MHWQ
Campus Director


THOMAS S. LAYA, CSP, CSMS
President

SIGNED IN THE PRESENCE OF:


CARLITO C. LARIOSA
FAD Chief


Double Tap Representative

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.
CITY OF ILIGAN-----)
X-----X

09 NOV 2016

Before me, this _____ day of _____, 2016 in Iligan City, Philippines,
personally appeared;

NAME	CAPACITY	ID NUMBER
Thomas S. Laya, CSP. CSMS	President	SSS No. 08-0282605-0
Lorvi B. Pagorogon	Director III	EB 9537531

Handwritten signature or initials on the left side.

Known to me and known to be the persons who signed and executed the foregoing
CONTRACT OF SECURITY SERVICES (October 1 – December 31, 2016) and acknowledged
before me that the same in their voluntary act and deed.

This Agreement consisting of six (6) pages including this page upon which this
acknowledged is written, signed by the parties and their instrumental witness on each and every page.

WITNESS MY HAND SEAL, on this date, year and place above written.

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Book No. X/11
Series of 2016

ATTY. ENLA M. GASTE
 VALID UNTIL OCT. 31, 2016
 PTR NO. 541278 (MAR. 16, 2016)
 IBP NO. 118128 (JUN. 7, 2016)
 ATTORNEY R.A.L. NO. 12610
 MCLE COMPL. NO. 0000029
 OCT. 27, 2010