Republic of the Philippines
TECHNOLICAL UNIVERSITY OF THE PHILIPPINES
Ayala Blvd. Cor. San Marcelino St. Ermita, Manila 1000

CONTRACT FOR SECURITY SERVICES

This CONTRACT made and entered into this __th day of
JAN 01 2016 __, 2016, at the City of Manila, Philippines by and between:

TECHNOLICAL UNIVERSITY OF THE PHILIPPINES (TUP), a state
institution of higher learning established by virtue of its Charter, P.D. 1518,
with main office address at Ayala Boulevard corner San Marcelino Street,
Ermita, Manila, represented herein by its President, DR. ADORA S. PILI,
and hereinafter referred to as the "FIRST PARTY";

-and-

URDUJA SECURITY SERVICES, INC., a duly registered business entity
duly organized and existing by virtue of Philippine Laws, with principal
business address at No. 59 Gil Fernando Ave., Marikina City, Metro
Manila, herein represented by its President and General Manager, MR.
LEOPOLDO F. PASILIAO, and hereinafter referred to as the "SECOND
PARTY";

WITNESSETH, THAT:

WHEREAS, the FIRST PARTY invited bids for security services for the
main Campus in Manila and TUP Cuenca Extension in Cuenca, Batangas;

WHEREAS, the SECOND PARTY participated in the public bidding held
for the purpose and submitted the Lowest Calculated Responsive Bid;

WHEREAS, after complying with the bidding requirements as provided for
by law, and undergoing the process of post-qualification, SECOND PARTY was
found and qualified to have the capability, resources and manpower to meet the
requirements needed by the FIRST PARTY which is now ready to engage the
services of the SECOND PARTY in providing and rendering security
services, 24/7, for the maintenance of safety, security and order throughout
the premises, areas, facilities and offices of the TUP Manila and TUP
Cuenca Extension Campus, Cuenca, Batangas to protect its officials,
employees, students, clients, visitors and guests from risks and harm;

WHEREAS, upon the recommendation by the Bids and Awards
Committee through BAC Resolution No. 2015-RESO-035, the FIRST PARTY
hereby awards the contract for the supply and provision of Security services to
the SECOND PARTY to take effect from January 1, 2016 to December 31, 2016;

NOW, THEREFORE, for and in consideration of the mutual covenant and
stipulations herein provided, the parties agree on the following terms and
conditions governing this Contract:

1. OFFICIAL BID DOCUMENTS. The following Official Bid Documents are
incorporated and made integral parts of this Contract which include but not
limited to:
a. Bid Form and the Price Schedule submitted by the SECOND PARTY as Annex "A";
b. Instruction to Bidders as Annex "B";
c. Bid Data Sheet as Annex "C";
d. General Conditions of Contract as Annex "D";
e. Schedule of Requirements as Annex "E";
f. Special Conditions of Contract "Annex "F";
g. Technical Specification/Scope of Work/Terms of Reference as Annex "G";
h. Notice of Award as Annex "H";
i. Performance security as Annex "I"; and
j. Supplemental Bid Bulletin, if any.

It must be understood that the SECOND PARTY has the obligation to abide by all stipulations in its submitted Technical Proposal and Specification considered during the procurement process which form as integral parts of this Contract.

2. This Contract shall be for a period of One Year commencing January 1, 2016 to December 31, 2016 unless earlier revoked/terminated for cause.

3. The SECOND PARTY shall provide/render security services to FIRST PARTY for the maintenance of safety, security and order throughout its premises, areas, facilities and offices and to protect its officials, employees, students, clients, visitors and guests from risk or harm for twenty four (24) hours daily, seven days a week including declared holidays, which in no case shall be less than THIRTY (30) security guards, under the following scope of work but not limited to:

a. Securing the TUP Manila Campus and TUP Cuenca Extension Campus, Cuenca, Batangas and protect its properties, facilities, officials, employees, students, including clients, visitors and guests that transact business with it, from injury, harm, danger or loss on daily basis under an twelve (12) hour shift per guard;

b. Provide the FIRST PARTY with licensed, qualified, uniformed, physically and morally fit, adequately trained and disciplined security personnel, with duly licensed and serviceable firearms with sufficient ammunitions at all times during their tour of duty and fully equipped with supplies, communication and other required equipment for the proper/effective performance of their guard duties;

c. Strictly comply with the minimum and basic qualifications of the security guards to be furnished which shall be at least in accordance with the technical specification submitted during the procurement process including the provision of supplies and equipment; and

d. Provide other security related services such as VIP Escort, conduct investigation, surveillance monitoring, and asset/property recovery including employment of lie detection or polygraph facility with the proper law enforcement agency of the government.
Provided, however, that FIRST PARTY has the right to demand monthly rotational assignment of security guards and immediate replacement of erring security guard who may be found remiss in the performance of their duties or in any way undesirable. The SECOND PARTY also assumes full responsibility of the proper conduct, discipline and individual performance of the duties of the security guards being furnished, and shall act accordingly on complaints or negative reports brought against them.

5. The SECOND PARTY is obliged to conduct regular inspection, monitoring and supervision of its personnel and assign security officers to ensure performance efficiency.

6. Other obligations of the SECOND PARTY:

a) Provide extra manpower to render reasonable extra hours of service when extremely necessary during special occasion/celebration of the FIRST PARTY and in case of emergencies and natural calamities without cost by the FIRST PARTY;

b) Submit quarterly report to the FIRST PARTY;

c) Follow pertinent rules and regulations imposed and implemented by the FIRST PARTY such as but not limited to:
   i. Strict observance of established quality standards on security services including the eleven general orders for security personnel;
   ii. Strict observance and enforcement on the anti-drugs, anti-smoking law and anti-littering;
   iii. Conduct of quarterly written evaluation on the performance of security guards using prescribed instrument that will involve the FIRST PARTY’s representative and the end-user and/or office/department;
   iv. Guards must be gender sensitive in the performance of their duty and must be oriented and reminded on the anti-sexual harassment law; and
   v. Guards must be vigilant at all times in their actions and words as they perform their duties.

7. PERFORMANCE SECURITY. The SECOND PARTY shall post a performance security as a condition precedent to the signing of this Contract, to guarantee and secure the timely and complete performance of its obligation under this Contract and the Official Bid Documents. The performance security shall be equivalent to a percentage of the Contract Price as provided for under the Official Bid Documents. The liability, however, of the SECOND PARTY shall not be limited to the amount of the performance bond thus posted but shall be effective even after the cancellation or termination of this Contract should there be any claim against it for loss or damage by reason for this Contract.

8. FORFEITURE. Failure of the SECOND PARTY to comply with any of the requirements under this Contract shall constitute sufficient grounds for declaring it as non-performing, leading to termination of this Contract and the forfeiture of its performance and security.

9. The FIRST PARTY reserves the right to demand the immediate replacement of any security guard, officer or personnel employed by the SECOND PARTY who may be remiss in the performance of their duties and/or found wanting in competence, honesty, integrity or whose
continued employment may be deemed prejudicial to the interest of the FIRST PARTY.

10. The FIRST PARTY shall not in any way be liable to the security guards for the payment of any claim for injury, sickness, or any other claim under any existing laws, rules and regulations nor for the payment of their SOCIAL SECURITY SYSTEM, PAG-IBIG and PHILHEALTH contributions, all these being for the account of the SECOND PARTY.

11. The SECOND PARTY hereby holds itself liable for the loss or damage of the TUP's property, equipment and facilities, including property of University officials, employee or guest that is placed or deposited under the custody of the guard on duty, in cases arising from theft, pilferage, robbery, malicious mischief and other mischief's, arson, vandalism, and so forth; and for the protection of the lives and welfare of TUP officials, personnel, students, visitors, guests and clientele. Such liability arises if after due investigation the damage or loss is attributable to the negligence, omission or fault of the security guard on duty or his superior security officer placed by the SECOND PARTY.

12. The SECOND PARTY may, upon request, provide duly licensed firearms to the university officials: President, Vice-president and Chief, Civil security Unit and close-in security/VIP Escort personnel to be used for self-defense/protection. Permit to carry the said firearms should be secured from the PNP by the SECOND PARTY.

13. The SECOND PARTY is obliged for the payment of the daily four (4) hours overtime services of the close-in security/VIP Escort/security officer furnished by it, if any.

14. In consideration for the services rendered by the SECOND PARTY, the FIRST PARTY shall pay the AGENCY the amount of ELEVEN MILLION ONE HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED TWENTY ONE PESOS AND 16/100 (PhP 11, 173, 821.16) for 30 Security Guards for one year, VAT inclusive, payable by FIRST PARTY to SECOND PARTY on the 15th and 30th day of each month.

15. As requirement in processing of bi-monthly billing by FIRST PARTY and prior to the release of payment, the SECOND PARTY shall submit the following documents:

a. An affidavit that the salaries and allowances of its personnel furnished and assigned to FIRST PARTY for that period being collected had been paid in accordance with all existing labor laws; and


All payments made to SECOND PARTY shall be subject to existing accounting and auditing rules and regulations.
16. **PERFORMANCE WARRANTY.** The SECOND PARTY represents and warrants that it possesses all the requisite knowledge, skills, technical know-how, capabilities, expertise and manpower to perform, or cause to be performed, all its obligations under this Contract in a proper, efficient, timely and professional manner and that the performance of its obligation under the Contract shall be in conformity with applicable laws, government regulations and business practices.

17. **LICENSE TO OPERATE.** The SECOND PARTY warrants that it has the necessary permit or license to operate and agrees to comply with all existing laws as well as rules and regulations which are or may be issued by competent authorities.

18. **ANTI-GRAFT PRACTICES.** The SECOND PARTY warrants that it has not given or promised to give money or gift, directly or indirectly, to any official or employee of FIRST PARTY to secure this Contract. Any violation of this warranty shall be sufficient ground for FIRST PARTY to revoke or cancel this Contract without the necessity of judicial intervention, by giving written notice to that effect to SECOND PARTY.

19. **SAFETY AND SECURITY.** The SECOND PARTY and its personnel shall at all-time comply with all the safety and security regulations of FIRST PARTY. It shall provide FIRST PARTY’s auxiliary and maintenance personnel with a seminar on fire prevention and control.

20. The FIRST PARTY has the right to terminate the services of the SECOND PARTY on valid/lawful grounds anytime within the contract period with prior notice to the SECOND PARTY, for any of the following grounds: (a) gross violation/s of the provision/s of this Contract; (b) consistent poor performance; (3) violation of labor laws, rules and regulations; and (4) failure to comply timely remittance of legally demandable obligations such as SSS, Philhealth and PAG-IBIG.

21. **LIQUIDATED DAMAGES.** In the event that the SECOND PARTY fails to perform its obligations within the agreed period as specified in this Contract, the other applicable laws, FIRST PARTY shall deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. The damages herein provided are fixed and that the FIRST PARTY shall not be required to adduce proof thereof.

22. Should there be any need to clarify issues/concerns pertinent to this contract for its effective implementation, the same must be expressed in writing by either party duly signed and communicated to the other party and the same once ratified/concurred by both parties shall form part of this Contract: Provided, that such clarification shall not result to its substantial amendments or giving undue advantage to either party.

23. Should any portion or provision of this Contract be declared invalid, illegal or unenforceable, for any reason whatsoever, the legality and
enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. In case of dispute, the parties agree to settle them amicably using alternative modes of dispute resolution. If it fails and a party resort to litigation, the venue of the action or proceeding shall be the proper courts in the City of Manila to the exclusion of all other venue.

25. EFFECTIVITY. This Contract shall take effect upon signing by the parties and their instrumental witnesses, subject to the confirmation and approval by the TUP Board of Regents.

IN WITNESS WHEREOF, both parties have hereunto affixed their signatures this ___ day of _______, 2016 at the City of Manila, Philippines.

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES

URDUJA SECURITY SERVICES, INC.

By:

DR. ADORA S. PILI
President

LEOPOLDO F. PASILIAO
President & General Manager

Signed in the Presence of:

PROF. ENRICO R. HILARIO
Vice President for Admin. & Finance

Authorized Representative

FUNDS AVAILABLE:

CATALINO A. FORTES, JR.
Accountant IV/Head, Accounting Office
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
City of MARIKINA

BEFORE ME, a Notary Public for and in the City of MANILA at this FEB 10 2016 personally appeared:

Name

IDR. ADORA S. PILIL

LEOPOLDO F. PASILIAO

CTC No. 297-93114; 1-9-14; Rizal

CTC No. 092-63105; 1-11-10; Ling., Pang.

known to me and to me known to be the same persons who executed the foregoing instrument consisting of SEVEN (7) pages including this acknowledgment and they acknowledged to me that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL.

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Series of 2016.

ATTY. ANNITA BERNABE

Notary Public
Notary Public (Cebu), 2013
Appointed Jan 04, 2013
PTR. No. 000478.15.S.2011.34925 City
CAMARINES SUR
怔

NOTARY PUBLIC
Serie: A.1.2013
No. 2nd Floor, 1711 Mabini Street
Mandaluyong City
Tel. No. 094-634-5087/ 579-27-91