

file copy

**CONTRACT FOR SECURITY SERVICES**

**KNOW ALL MEN BY THESE PRESENTS:**

This contract for security services and entered by and between:

The **FERTILIZER AND PESTICIDE AUTHORITY (FPA)**, formerly an attached agency of the Department of Agriculture and transferred to the Office of the President pursuant to Executive Order No. 165, with postal address at FPA Building, BAI Compound, Visayas Ave., Diliman, Quezon City represented by its Executive Director, **DR. NORLITO R. GICANA**, herein referred to as the **CLIENT**.

and

**STAR SPECIAL CORPORATE SECURITY MANAGEMENT, INC.** a private security agency duly authorized and existing under the laws of the Philippines with office address at No. 140 J.P. Rizal Street, Project 4, Quezon City, herein represented in this Contract by its President **ATTY. EDGARDO C. SORIANO** of legal age, married and a resident of # 42 Narcissus St., Roxas District, Quezon City, hereinafter referred to as the **CONTRACTOR**.

**WITNESSETH**

**WHEREAS**, the **CLIENT** desires to engage the services of the **CONTRACTOR** for the purpose of safeguarding the lives of its employees while in the performance of their duties in their places of work, and of guarding and protecting its properties and its office at the Bureau of Animal Industry (BAI) Compound, Visayas Avenue, Diliman, Quezon City from theft, pilferage, robbery, damage and unlawful acts of strangers;

**WHEREAS**, the **CONTRACTOR**, who represents to be a duly authorized security agency, with capital, facilities and men adequate to provide the security needs of its client, is willing to enter into a contract with the **CLIENT** for the aforementioned purposes;

1. The **CONTRACTOR** shall provide the **CLIENT** with the following:
  - a. Three (3) licensed, uniformed, bonded and armed with .38 caliber security guards;
  - b. One (1) unit Closed Circuit Television (CCTV) complete with One (1) unit Monitor, One (1) unit DVR and Eight (8) units Camera;
  - c. One (1) metal detector, emergency and first aid kit;
  - d. Raincoat, rain boot, umbrella and emergency light.

*[Handwritten mark]*

Each guard shall render security services for an Eight (8) hours duty including Sundays and Holidays;

*[Handwritten mark]*

2. The **CONTRACTOR** warrants that every security guard assigned under this Contract possesses with the following qualifications:
  - a. At least, he must be college level;
  - b. Of good moral character, and reputation without criminal records;
  - c. Physically and mentally fit and not less than Twenty-three (23) years old nor more than Forty-five (45) years old, and
  - d. He must be duly licensed by proper authorities.

*[Handwritten signature]*

*[Handwritten signature]*

3. For and in consideration of the services to be rendered by the CONTRACTOR, the CLIENT shall during the life of this Contract, pay the CONTRACTOR the sum of **Sixty-two Thousand One Hundred Thirty-six & 81/100 Pesos Only (P62,136.81)** a month for Twenty-Four (24) hours duty for Three (3) guards, Eight (8) hours per duty or a total of **Seven Hundred Forty-five Thousand Six Hundred Forty-one & 72/100 pesos Only (P745,641.72)**, for one year. All accounts shall be paid by the CLIENT to the CONTRACTOR every Fifteenth (15) day upon presentation of semi-monthly invoices of billing without need of demand.
4. The CONTRACTOR shall be responsible for payment of the benefits of its security guards provided by law such as SSS, PhilHealth and Pag-IBIG premiums and shall submit the contribution/remittance report of the same to the CLIENT as proof of compliance thereof prior to the issuance of the succeeding payments;
5. The CONTRACTOR may negotiate with the CLIENT a revision of stipulated contract price in the event that the minimum wage is increased or fringe benefits for security guards is provided by law, executive or wage order;
6. The CONTRACTOR reserves the right to terminate this Contract for non-payment of overdue account for THIRTY (30) days. The CLIENT is hereby also given the option to terminate this Contract for violation of the terms by sending a written notice of termination to the CONTRACTOR Thirty (30) days prior to the effectivity of the termination;
7. The CONTRACTOR shall be responsible for the losses or damages of all properties of the CLIENT including those held in trust which are located within the compound of the CLIENT, except those enumerated in the subsequent paragraph, during the tour of duty of the guards of the CONTRACTOR. The CONTRACTOR shall be informed in writing of such losses or damages within Forty-Eight (48) hours from the time of occurrence due to negligence of the security guard on duty;
8. The CONTRACTOR shall be responsible for any losses or damages to the property of the CLIENT whether or not there is a clear showing that any door or window or other point of entries were subjected to force. In such event, the CONTRACTOR shall be liable to replace the value of the loss or damaged property and the amount shall be automatically deducted from the agreed salary of the guard/s concerned;
9. The CONTRACTOR shall not be liable for losses and/or damages on the following situations:
  - a. Fortuitous events or force majeure;
  - b. Order of the CLIENT beyond the scope of this Contract;
  - c. Any property of the CLIENT which is entrusted/issued to its employees unless the same is turned-over to the custody of the security guard for safeguarding;

- d. Any property of the CLIENT within the premises which were not turned-over to the security guards for safeguarding and safekeeping;
- e. For any losses or damages to any permanent fixture, when such loss or damage is due to the fault of its employee; and
- f. The property of the CLIENT which are placed in open storage which were not turned-over to the security guards. In the case the same is turned-over to the CONTRACTOR, the same must be properly inventoried in the presence of the representatives of the CLIENT and the CONTRACTOR and recorded in the log book.

- 10. The CONTRACTOR shall exercise disciplinary, supervisory and administrative control over its guard in accordance with law, rules and regulations laid down by the CLIENT for the effective performance of the security guard on duty;
- 11. The CONTRACTOR may request the CLIENT in writing to adopt necessary security measures which shall be specified in the request, and to be agreed by the parties;
- 12. The CLIENT reserves the right to reduce or increase the number of security guards as the exigency of the operation requires. In the event that the CLIENT loses its trust and confidence of any of the security guards assigned by the CONTRACTOR, the CLIENT may at any time ask in writing for the immediate replacement of the security guard concerned; and
- 13. This Contract shall take effect beginning **August 01, 2014 to July 31, 2015** unless cancelled or terminated by either parties upon serving a thirty (30) days written notice, but all rights of claims which may have been accrued to either parties prior to date of termination, shall be respected.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25<sup>th</sup> day of July 2014 in Diliman, Quezon City:

**FERTILIZER AND PESTICIDE  
AUTHORITY**

**STAR SPECIAL CORPORATE  
SECURITY MANAGEMENT, INC.**


By:  **NORLITO R. GICANA, CESO III**  
Executive Director 

By:  **EDGARDO C. SORIANO**  
President

SIGNED IN THE PRESENCE OF:

 \_\_\_\_\_ 

FUNDS AVAILABLE:

  
**JANNETTE N. CALUYA**  
Accountant I and OIC, Accounting Unit

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
MANILA CITY

SUBSCRIBED AND SWORN to before me this AUG 01 2014 day of 2014 at MANILA, Philippines personally appeared the following:

<u>NAME</u>	<u>GOV'T. ISSUED ID</u>	<u>ID NO./DATE ISSUED</u>
NORLITO R. GICANA	<u>FPA ID</u>	<u>EN00039/06-23-2005</u>
EDGARDO C. SORIANO	<u>Driver's License</u>	<u>DL No. NO2-01-456847</u> with expiry date on May 30, 2016

Known to me to be same persons who executed the foregoing instruments and they acknowledge to me that the same is their free act and voluntary deed. This instrument consist of four (4) pages including the page on which the acknowledgement is written has been signed on each and every page thereof by the parties concerned and their instrumental witnesses with my notary seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place written above.

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**NOTARY PUBLIC**  
ATTY. DELFIN R. AGUIRRE JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2014  
PTR NO. 2413105 / 2014 MLA.  
IBP NO. 943989 / 2014 MLA.  
ROLL NO. 24655 / TIN NO. 144-518-099  
MCLE III - 0013521  
COMMISSION NO. 2013-023

Cf: Atlas Special Corp. Sec. Mgt. Inc

RECEIVED BY  
So Bengie MAGNANI  
8/5/2014

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