

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

29 JUN 2012

This CONTRACT, made and entered into this _____ by and between;

SAINT NICOLAS SECURITY AGENCY, INC., an agency duly licensed and organized and existing under and by virtue of the Laws of the Republic of the Philippines, with principal office at 6 A RJ Building, Congressional Avenue, Quezon City in this act represented by its **President/General Manager, MR. DIOSDADO S. LABARENTOS**, now and hereinafter referred to as the **AGENCY**.

AND

FIBER INDUSTRY DEVELOPMENT AUTHORITY, duly organized government entity and existing under by virtue of the Republic of the Philippines, with office and business address at 7th Floor Sunnymede IT Center, 1614 Quezon Avenue, Quezon City represented in this act by its **Administrator, MS. CECILIA GLORIA J. SORIANO, CESO III** and hereinafter referred to as the **CLIENT**.

WITNESSETH:

WHEREAS, the **CLIENT** is desirous in engaging the services of the **AGENCY** after conducting a successful bidding process and in compliance to the provision of the procurement act (RA 9184), for the purpose of guarding and protecting the properties of the client located at above mentioned address from theft, pilferage, robbery, arson and other unlawful acts by strangers or any person.

WHEREAS, the **AGENCY**, an establishment duly licensed and authorized by law to render protective services nationwide, has agreed to provide such services to the **CLIENT**, under the terms and conditions herein below set forth;

1. The **AGENCY** shall faithfully render and provide the services stipulated above to the properties of the **CLIENT** located at these address, same as above and Fiber Technology and Utilization Division, BAI Compound, Visayas Avenue, Quezon City and shall provide the **CLIENT** with the necessary security guard daily, including Sundays and Holidays.
2. The **AGENCY** shall be responsible for the proper performance of duties of its security guards and shall solely be responsible for any acts or omission of said security guards during their watch hours, the Client being specifically released from any liabilities to the Third Party arising from the acts or omission of the security guards of the **AGENCY**.
3. The **AGENCY** shall assume responsibility for loss, pilferage or damage only of such property of the **CLIENT** that were duly inventoried or listed and placed under the control of the guards of the **AGENCY** if after inventory it is established that such property was lost, pilfered or damaged during the hour of duty of the guard of the **AGENCY**, and that the same was the result solely of the act, omission, negligence, or fault of the guard, and provided further that such loss, pilferage or damage is reported by the **CLIENT** in writing to the **AGENCY** within Forty-eight (48) hours from discovery or occurrence. However, the **AGENCY** shall assume no responsibility if such loss or damage is due to force majeure or fortuitous event or to any of the following conditions;

- a. Where the property claimed to have been lost or damaged were kept in an open space or unfenced storage, and were not duly turned over to the **AGENCY** or have been issued to **CLIENT'S** employee who therefore become directly responsible for the use, care and safekeeping.
 - b. Where such loss was the result of any or all of the following: robbery-in-band, riot, violence, and tumultuous affrays, act of dissidents, war, insurrection or revolution, demonstration and/or rallies.
4. In the event of the promulgation of any decree or law, providing for the grant of other forms of allowance and/or change in minimum wage of guards, the basic rate herein stipulated per guard shall be increased proportionately, in accordance with the said amendments to the **Minimum Wage Law** and/or new decree or new law. The increase, mentioned in this paragraph shall be implemented automatically after a (30) days written notice to the **CLIENT** without need of executing a new contract.
 5. It is expressly understood and agreed that the **CLIENT** shall not be held responsible or liable for any claim or claims for personal injury or damage, including death, caused either to any security guards or to any third party, although such injury, damage or death arouse out of or in the course of the lawful performance of the duties of said guards.
 6. The **CLIENT** shall in no case arbitrarily deduct the cost of lost/damage property from the billing of the **AGENCY** without the prior consent of the latter.
 7. The **AGENCY** totally absolves the **CLIENT** from any and all liabilities due to claim filed by the security guards assigned to the **CLIENT**, relative to violations of Labor Laws, the SSS Laws, Presidential Decrees, or any special laws now in effect or which may hereinafter be enacted.
 8. For and in consideration of the security services to be rendered by the **AGENCY** to the **CLIENT**, the **CLIENT** shall pay the **AGENCY**, during the term of this agreement, the amount of **ONE MILLION EIGHT HUNDRED NINETY THOUSAND FOUR HUNDRED TWENTY PESOS (P1, 890,420.00)** for seven (7) guards, seven (7) days duty a week of eight (8) hours daily duty, the same payable on the 15th and 30th day of each calendar month.
 9. That the **AGENCY** shall post a performance bond equivalent to any form specified in the Instruction to Bidders of the Philippine Bidding Documents to guaranty the faithful performance of its contractual obligations with the **CLIENT**.
 10. This **Agreement** shall take effect on the 1st day of July 2012 and shall continue for a period of one (1) year and maybe renewed for a similar period at the option of both parties. That any breach of the terms and conditions of this agreement may cause the **Termination** of this contract.

In the absence of a notice of termination or renewal from either party within thirty (30) days prior to the expiry date of this Agreement, the same Agreement shall be deemed for all purpose as automatically renewed for a similar period.


11. Violation of the provisions of this Agreement or any existing law, rules and regulations shall constitute a ground for the termination of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 20 JUN day of 2012, 20 in Quezon City, Philippines.

SAINT NICOLAS SECURITY AGENCY, INC.

FIBER INDUSTRY DEVELOPMENT AUTHORITY (FIDA)

By:


DIOSDADO S. LABARENTOS
President/Gen. Manager


By:


CECILIA GLORIA J. SORIANO, CESO III
Administrator

SIGNED IN THE PRESENCE OF:



FEDELINO B. BRAVO



HONESTO C. TABUZO, JR.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON) S.S.

BEFORE ME, a Notary Public, for and in the City of **QUEZON CITY** Philippines, personally appeared this 20 JUN of 2012 2012.

NAME	COMMUNITY TAX CERTIFICATE NO.	DATE/PLACE ISSUED
CECILIA GLORIA J. SORIANO, CESO III	<u>06498501</u>	<u>Quezon City / Feb. 18, 2012</u>
DIOSDADO S. LABARENTOS	_____	_____

Both known to me and to be known the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary acts and deeds.

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


ATTY. TOMAS F. DULAY JR.
NOTARY PUBLIC
UNMILITARY
ROLL NO. 16583 / 03-13-1961
ISSUED BY NO. 823239 / CY 2012 / Q.L.
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