

# CONTRACT FOR SECURITY SERVICES

No. 2023-01-01

## KNOW ALL MEN BY THESE PRESENT:

This contract for Security Services, executed in the City of Iloilo this 1<sup>st</sup> day of January, 2023 by and between:

**ILOBAC SECURITY AGENCY, INC.** with the office address at Suite 112, Level 1, JTL Building, BS Aquino Drive, Bacolod City, Negros Occidental, a duly organized and existing under and by virtue of the laws of the Republic of the Philippines, represented in this instance by **MEIRA P. ABDALLAH, Ph.D.** in her capacity as **Chief Security Director/ CSO**, hereinafter referred to as the **CONTRACTOR**.

-and-

**WEST VISAYAS STATE UNIVERSITY CALINOG CAMPUS**, a government institution, duly organized and existing under the laws of the Republic of the Philippines, with office address at Brgy. Simsiman, Calinog, Iloilo, represented by its Campus Administrator, **ROSARIO CLARABEL C. CONTRERAS, Ph.D.**, hereinafter referred to as the **CLIENT**.

## WITNESSETH:

**WHEREAS**, the **CLIENT** is desirous of securing and protecting its personnel and properties from theft, pilferage, robbery and other unlawful acts committed by strangers, malefactors or third persons.

**WHEREAS**, the **CONTRACTOR** has offered its services to safeguard the personnel, students, guests and properties of the **CLIENT** from theft, pilferage, robbery and or other unlawful acts committed by strangers, malefactors or third persons at the premises of WVSU Calinog Campus, Calinog, Iloilo.

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual covenants and stipulations, hereafter set forth, the parties have agreed and do hereby agree, as follows:

1. In this contract, words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annexes D and E respectively;

2. The following documents shall form and be read and construed as part of this Contract:

- |          |                                |
|----------|--------------------------------|
| Annex A. | Financial Bid Form             |
| Annex B. | Schedule of Requirements       |
| Annex C. | Technical Specifications       |
| Annex D. | General Conditions of Contract |
| Annex E. | Special Conditions of Contract |
| Annex F. | Notice of Award; and           |
| Annex G. | Performance Security           |

ILOBAC SECURITY AGENCY, INC.

By:

MEIRA P. ABDALLAH, Ph.D.

Chief Security Director/ CSO

HYACINTH M. PEÑAFLORES, CPA

Chief, Finance Division

RONALD L. CASTIGADOR

Chief, Administrative Division

West Visayas State University Calinog Campus

By:

ROSARIO CLARABEL C. CONTRERAS, Ph.D.

Campus Administrator

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ILOBAC SECURITY AGENCY, INC.  
By:   
MEIRA P. ABDALLAH, Ph.D.  
Chief Security Director/ CSO


3. The **CONTRACTOR** shall provide the **CLIENT** with four (4) qualified security guards properly licensed by the Philippine National Police Security Operation Service Investigation Agency (PNPSOSIA) and Firearms and Explosive Security Agency and Guards Supervision Section (FESAGSS) and possessing all the requirements provided by R.A. No. 5487.

Specifically, the **CONTRACTOR** shall provide the **CLIENT** qualified, bonded, uniformed and armed security guards with the following qualifications:

- a. Filipino Citizen
- b. At least high school graduate, preferably those who have completed a two (2) year degree course or with at least seventy-two (72) units earned in college
- c. Physically and mentally fit
- d. Not less than 21 years of age nor more than 55 years of age
- e. At least five feet and four inches (5'4") in height for Male and five feet and two inches (5'2") for Female
- f. Must weigh at least 130 lbs. for Male and 115 lbs. for Female
- g. Must have undergone and passed a psychological evaluation by Client's (WVSU) Psychologist
- h. Cleared by the law enforcement agencies and without previous record of any conviction of criminal offenses involving moral turpitude
- i. Of good moral character
- j. Ex-serviceman who are honorably discharged and of equivalent police or security guard's experience
- k. Strict and firm but at the same time diplomatic and courteous
- l. Must possess valid legal security guard license
- m. Must have attended First Aid Training
- n. With knowledge and practice of modern firefighting techniques and other fire safety measures
- o. With knowledge and practice of modern martial arts and self-defense techniques
- p. Proficient in handling guns and other protective devices, e.g. shield during riots, rallies, and other human disturbances
- q. With knowledge and practice in the evacuation of victims, properties, etc.
- r. With knowledge and practice in detecting bombs and other explosive devices
- s. Must have passed Psychological and Neuro-Psychiatric examinations
- t. Passed the drug test

  
HYACINTH M. PEÑAFLORES, CPA  
Chief, Finance Division

  
RONALD L. CASTIGADOR  
Chief, Administrative Division

West Visayas State University - Calinog Campus  
By:   
ROSARIO CLARABEL C. CONTRERAS, Ph.D.  
Campus Administrator

4. The security detachment shall be established by the **CONTRACTOR** and shall consist of four (4) security guards to serve for three (3) shifts of eight (8) hours each. The number may increase or decrease as the case may be at the discretion of the **CLIENT**, when the exigency of the service requires or when the situation so demands.
5. The **CONTRACTOR** shall be responsible in informing the security guards of the general and specific instructions. In matters of the **CLIENT'S** policies, the **CONTRACTOR** shall likewise be responsible for the attendance of the security guards for orientation on

# CONTRACT FOR SECURITY SERVICES

No. 2023-01-01

rules and regulations embodied in the WVSU University Code and Student Handbook which shall be conducted immediately by the authorized representative of the **CLIENT**.

6. The **CONTRACTOR** shall provide proper and functional communication equipment for security guards assigned in critical areas of responsibility and shall monitor or supervise their duty on regular basis.

The **CONTRACTOR** shall equip and provide each security guard on duty at the **CLIENT'S** premises, who must be always in proper uniform, with licensed serviceable firearms, flashlights, workable hand-held radios, whistle, first aid kits, and bicycles for roving guards.

7. The **CONTRACTOR**, within 24 hours from the receipt of the written notice, shall replace any guard assigned to the **CLIENT** who does not meet the standard performance of the security guards, with another who shall possess the qualification provided herein. The concerned security guard who is replaced by reason of breach of standard of conduct shall no longer be qualified for assignment to **CLIENT'S** premises during the effectivity of this contract.

The **CONTRACTOR** further undertakes that its guards shall faithfully perform their duties and responsibilities which the **CLIENT** or its authorized representative may require in writing provided, that the **CONTRACTOR** is informed in writing of such additional duties and responsibilities at least five (5) days before its implementation.

The **CONTRACTOR** shall have direct supervision and control over the security guards and personnel assigned under this Contract, but the **CLIENT** through its authorized representative shall be consulted from time to time on matters requiring attention of the **CLIENT**, and likewise suggest measures for implementation by the **CONTRACTOR** as would carry out the basic purpose for which the **CONTRACTOR** is being hired.

8. The **CLIENT** shall not be responsible for any claim for personal injury or damage to any of the guards on duty or the third persons, where such injury or death arises out of, or in the course of the lawful performance of duty of the **CONTRACTOR'S** security guard.
9. The **CONTRACTOR** shall guarantee payment to the **CLIENT** for any loss or damage that has been established to be due to the unlawful act or negligence or fault on the part of the **CONTRACTOR'S** guard and after the conduct of joint investigation, and provided further that the **CLIENT** shall report within forty-eight (48) hours from the discovery of such facts. The **CONTRACTOR** shall not in any way be liable for losses and damages to properties due to force majeure or fortuitous event. The liability of the **CONTRACTOR** once legally established for losses or damages suffered by the **CLIENT** shall automatically be deducted from the fees of the **CONTRACTOR** in such amount that may be agreed upon by both parties.
10. For and in consideration of the services rendered pursuant to this Agreement by the **CONTRACTOR** to the **CLIENT**, the latter shall pay the former, the four (4) security guards in the amount of **SIXTEEN THOUSAND NINE HUNDRED PESOS & 69/100**

ILOBAC SECURITY AGENCY, INC.

By:

MEIRA P. ABDALLAH, Ph.D.

Chief Security Director/ CSO

HYACINTH M. PEÑAFLORIDA, CPA

Chief, Finance Division

RONALD L. CASTIGADOR

Chief, Administrative Division

West Visayas State University Calinog Campus

By:

ROSARIO CLAYABEL C. CONTRERAS, Ph.D.

Campus Administrator

# CONTRACT FOR SECURITY SERVICES

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(P16,900.69) each per month, per eight (8) hours daily services, inclusive of Sundays and Holidays with the following cost distribution:


No. of days .....	26 days/ month	
<b>A. Amount Directly to Guard</b>		
Daily Wage .....	450.00	
Average Pay/ Month .....		11,700.00
Night Differential Pay .....		390.00
13th Month pay .....		975.00
5 days Incentive Pay .....		187.50
Uniform allowance .....		100.00
<b>Subtotal .....</b>		<b>13,352.50</b>
<b>B. Amount to Government in favor of Guard</b>		
SSS Premium + ECC .....		987.50
PhilHealth Contribution .....		263.25
Pag-IBIG Fund .....		100.00
<b>Subtotal .....</b>		<b>1,350.75</b>
<b>C. Agency Fee &amp; VAT</b>		
Agency Fee .....		1,962.00
VAT (12%) .....		235.44
<b>Subtotal .....</b>		<b>2,197.44</b>
<b>TOTAL CONTRACT AMOUNT PER GUARD .....</b>		<b>16,900.69</b>


The aforementioned amount shall be paid by the **CLIENT** to the **CONTRACTOR** on monthly basis. This will include all the benefits, increase, allowances, and other remuneration presently or may be required by law thereafter. Failure of the **CLIENT** to pay two (2) successive payments corresponding to one (1) month shall be sufficient and valid cause to terminate this Agreement immediately and in case of suit for collections, an additional sum equivalent to 25% of the total amount due shall be collected a corresponding attorney's fee.

11. As a pre-condition for any payment including monthly billing thereof by the **CLIENT** to the **CONTRACTOR** under the contract, the latter shall submit to the Accounting Section of the Finance Division, a copy of the official receipt with attached list of employees to show that the **CONTRACTOR** has duly paid the SSS premium, PhilHealth, Pag-IBIG and other contributions under existing laws and regulations. It shall also submit a copy of pay slip or payroll indicating that each guard assigned to the **CLIENT** has duly received from the **CONTRACTOR** the corresponding wages and benefits due them as indicated in Stipulation No. 10 Provided, however that the **CONTRACTOR** shall submit to the **CLIENT** a sworn certification executed by each guard that he or she has been fully paid of his or her wages and benefits, under labor laws and regulations for the preceding month.

ILOBAC SECURITY AGENCY, INC.  
By:   
MEIRA P. ABDALLAH, Ph.D.  
Chief Security Director/ CSO

  
HYACINTH M. PEÑALORIDA, CPA  
Chief, Finance Division

  
RONALD L. CASTIGADOR  
Chief, Administrative Division

West Visayas State University Cailnog Campus  
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ROSARIO CLARABEL C. CONTRERAS, Ph.D.  
Campus Administrator

**CONTRACT FOR SECURITY SERVICES**  
No. 2023-01-01

Failure of the **CONTRACTOR** to submit the above-mentioned documents fifteen (15) days prior to the date of payment shall be considered a violation of the terms and conditions of this contract and shall give the **CLIENT** the right to unilaterally rescind or revoke this contract or withhold the payment until the **CONTRACTOR** shall have complied with this provision.

If any of the certification are found to have forged signatures or fictitious names of the guards currently assigned at the **CLIENT'S** premises shall be considered a serious breach of this Contract which shall warrant the immediate recession thereof without prejudice to whatever legal actions that are available to the **CLIENT** under the law.

12. The **CONTRACTOR** shall be the legal employer of all guards assigned to the **CLIENT** and shall pay the salaries and remuneration of these security guards in accordance with the agreed cost distribution stipulated in this contract, Presidential Decree Nos. 525,850,851,1123,1678 and 1713 and other existing laws and their implementing rules and regulations involving security agencies. As such, the **CLIENT** shall not be jointly and solidarily liable for any money claims of the guards against the **CONTRACTOR** that may be awarded by any quasi-judicial agencies or the court.

The **CONTRACTOR** shall pay all taxes to the government arising from this contract, insurance premiums, license fees and other expenses in performing this Agreement.

13. The **CONTRACTOR** hereby constitutes the **CLIENT'S CASHIER** as its Attorney-in-fact for the purpose of withholding such amount owing to the **CONTRACTOR** as might be sufficient to satisfy its liability to the **CLIENT** and/or other person as determined in the preceding paragraph; provided further that the **CONTRACTOR** hereby agrees such amount to cover said liability shall be forthwith deducted by the **CLIENT** from all the amount payable to the **CONTRACTOR**.

14. To ensure the faithful performance of this **CONTRACT**, the **CONTRACTOR**, upon execution of this Contract, shall post a Performance Security, callable on demand, drawn in favor of the **CLIENT**, in any of the following forms:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

ILOBAC SECURITY AGENCY, INC.  
By:   
WEIRA P. ABDALLAH, Ph.D.  
Chief Security Director/ CSO

  
HYACINTH M. PENAFLORES, CPA  
Chief, Finance Division

  
RONALD L. CASTIGADOR  
Chief, Administrative Division

West Visayas State University Calinog Campus  
By:   
ROSARIO CLARABEL C. CONTRERAS, Ph.D.  
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ILOBAC SECURITY AGENCY, INC.

By:   
MEIRAP P. ABDALLAH, Ph.D.  
Chief Security Director/ CSO

conditioned for the faithful performance of this Contract and to answer for such and all obligations and responsibilities of the **CONTRACTOR** arising out of or in accordance with this Agreement. The Performance Security shall be released only upon termination of the Contract or any extension thereof, provided no claims have been filed against the **CONTRACTOR** for violation of any of the terms and conditions of the Contract, otherwise, the Performance Security shall remain effective and shall not be released until final disposition of the claim/s. In case of any subsisting claim, the **CONTRACTOR** shall immediately take measures to continue the effectiveness and validity of the Performance Security until the claim is finally settled.

15. The security guards to be assigned by the **CONTRACTOR** to restricted office areas where highly accountable assets and security documents are kept shall perform their duties under the supervision of officials to be designated by the office concerned. Furthermore, the **CONTRACTOR** shall also provide an immediate reliever in case of leave of absence or any regular guards posted at specific posts.

16. Payments for the **CONTRACTOR** for the services rendered in accordance with the **CONTRACT** shall be made by the Officer concerned directly to the **CONTRACTOR** on monthly basis and the amount subject further to the representation by the **CONTRACTOR** of such documents as required under the existing government auditing and accounting regulations.

17. The contract for security services shall be in force for the period from **January 1, 2023 to May 31, 2023** but can be terminated after thirty (30) days from notice, if the **CLIENT** is not satisfied with the performance of the security guards; it may also be terminated by either party, in which case the party terminating the **AGREEMENT** shall give a thirty (30) days notice prior to date of termination to the other party with reason therefore: the **CLIENT** may at its options engage the services of the **CONTRACTOR** at the same rate for the period of not more than ninety (90) days from expiration of this Contract, subject to all terms and conditions as may be agreed upon.

18. Upon execution of this **CONTRACT**, the **CONTRACTOR** shall provide to the **CLIENT** the following for the use and proper implementation of the covenant herein:

- a. Two (2) units patented short firearms (9mm)
- b. One (1) unit patented long firearm (.12 gauge shotgun)
- c. Two (2) units hand-held radios/ walkie-talkies
- d. One (1) unit search metal detector
- e. First Aid Kit per guard
- f. Two (2) units flash lights with 2 million candle power
- g. One (1) unit tear gas
- h. One (1) unit bicycle

The **CONTRACTOR** further binds itself to provide free security escort to the **CLIENT'S** visiting VIPs and other services other than those stipulated in this **CONTRACT**, as

West Visayas State University Calinog Campus

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Campus Administrator

**CONTRACT FOR SECURITY SERVICES**

**No. 2023-01-01**

maybe requested which shall not entail additional cost or will involve the **CONTRACTOR'S** personnel assigned in the premises of the **WVSU CALINOG CAMPUS**.

19. Violation of any or all of the above terms and conditions herein stipulated shall give the injured party the right to rescind, revoke, or pre-terminate this **CONTRACT**, without prejudice to the filing of the appropriate court action as warranted by the circumstances against the erring party.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**ROSARIO CLARABEL C. CONTRERAS, Ph.D.**  
Campus Administrator

for:  
West Visayas State University Calinog Campus

  
**MEIRA P. ABDALLAH, Ph.D.**  
Chief Security Director/ CSO

for:  
ILOBAC Security Agency, Inc.

**WITNESS**

**Certified funds availability:**

  
**RONALD L. CASTIGADOR**  
Chief, Administrative Division

  
**HYACINTH M. PEÑAFLORIDA, CPA**  
Accountant I/ Chief, Finance Division

Contract Amount: PhP 338,013.80  
OBR/ BURS No.: 2023-101-01-0001  
Dated: 01-29-23  
RC: 101-630-05-02-03

Source:  
 Fund 101: BOR Reso. No. 158-E-2022  
 Fund 164: BOR Resolution No.: \_\_\_\_\_  
 Fund 184: Project Name: \_\_\_\_\_

**CONTRACT FOR SECURITY SERVICES**  
**No. 2023-01-01**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES  
 (CITY OF ILOILO-----) S. S.  
 BEFORE ME, A Notary Public for and in \_\_\_\_\_ on this \_\_\_\_\_  
 personally appeared,

NAME	GOVERNMENT ISSUED ID	DATE/ PLACE OF ISSUE
ROSARIO CLARABEL C. CONTRERAS, Ph.D.	SCHOOL ID NO. 001006	October 22, 2019/ Iloilo City, Philippines
MEIRA P. ABDALLAH, Ph.D.	<i>162 760 151</i>	<i>TIN NO. B. C.</i>

Known to me to be the same person who executed the foregoing instrument and acknowledgment to me that the same is their free act and voluntary deed of the herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this *3rd day of January* at *Bacolod City, Philippines.*


ILOBAC SECURITY AGENCY, INC.  
 By:   
**MEIRA P. ABDALLAH, Ph.D.**  
 Chief Security Director/ CSO

  
**HYACINTH M. PEÑAFLORES, CPA**  
 Chief, Finance Division

  
**RONALD L. CASTIGADOR**  
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 Campus Administrator

No. *479*  
 Page No. *84*  
 Book No. *67*  
 Series of *MM*

  
**ATTY. MARYGOLD G. LEMONCITO**  
 Notary Public  
**NOTARY PUBLIC**  
 For the Cities of Bacolod, Talisay & Silay and the Mun. of Murcia &  
 Don Salvador Benedicto, Negros Occidental  
 NP#0010-24, Valid until December 31, 2024  
 PTR O.R. No. 9076648, 01/03/2023, Bacolod City  
 MCLE Compliance VII No. 0015162 until 04/14/2025  
 IBP Lifetime Member No. 12053  
 Roll of Attorney No. 41000  
 TG1 Cottage Road, Brgy. 9 Bacolod City