


2019 CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

THIS Contract for Security Services, made this _____ day of **11 APR 2019** 2019 by and between:



The **MARITIME INDUSTRY AUTHORITY**, a national government agency created by virtue of the laws of the Philippines, with principal address at Parkview Plaza 984 Taft Avenue corner T. M. Kalaw Avenue, Ermita, Manila represented herein by its Officer-In-Charge, **VADM NARCISO A VINGSON JR**, hereinafter referred to as "**MARINA**".


and,

LIFEGUARD ARCHANGELS SECURITY AGENCY CORP., a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 205, 2nd Floor, Jovan Condominium, 600 Shaw Boulevard corner Samat St., Highway Hills, Mandaluyong City, as represented by its President and General Manager, **LELENETTE S. ALDEGUER**, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, **MARINA** invited bids for the 2019 SECURITY SERVICES for the MARINA Central Office (**Public Bidding No: 2019-02**) and has accepted a bid by the **CONTRACTOR** amounting to Four Million Nine Hundred Sixteen Thousand Four Hundred Eighty Seven Pesos and 48/100 (P4,916,487.48), herein called the "**CONTRACT PRICE**";

WHEREAS, the **MARINA** and the **CONTRACTOR** hereby further agree as follows:

- 
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
 2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. The Bid Form and the Price Schedule submitted by the **CONTRACTOR**;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The General Conditions of the Contract;
 - e. The Special Conditions of the Contract;
 - f. The Notice of Award;
 - g. Certificate of Availability of Funds; and
 - h. The Performance Security
 - i. The Terms of Reference/Supplemental Bid Bulletin No. 1

3. That one (1) Security Supervisor and twelve (12) Security Guards shall be assigned by the **CONTRACTOR to CLIENT** to work as follows:

Total No. of Guards	7 Days		5 Days
	Day Shift	Night Shift	Day Shift
13	2	2	9

- 3.1 To perform the following:

- a. To guard and protect MARINA properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within the central office of MARINA and its premises.
- b. Protect MARINA officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within MARINA premises.
- c. Conduct inspection of all bags and baggage carried by people coming in and out of the MARINA central office and its premises.
- d. Conduct actual physical inspection of people coming in and out of the premises, as warranted/required to ensure safety.

4. The **CONTRACTOR** shall provide MARINA the specified number of qualified, competent, uniformed and armed guards who possess the following qualifications:

- a. Must be Filipino citizen;
- b. The Security Supervisor should be a graduate of Criminology or any related courses. The rest of the guards must be at least 2nd year college or should have earned 72 units in college. The security guards should also have 3 years relevant experience as guards;
- c. Must be physically and mentally fit and not less than 21 or more than 45 years of age;
- d. Must have passed and undergone regular security service training within the last 6 months, psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile and drug test;
- e. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts;
- f. Must be duly licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment;

5. That the **CONTRACTOR** shall furnish the services of security personnel who are honest, properly trained and screened, trustworthy and reliable, such that these personnel shall not disclose to anybody any information heard or learned while rendering the services, which might be detrimental to the interest and integrity of the **MARINA**;

6. That the **MARINA** and the **CONTRACTOR** mutually agree to exert effort in undertaking remedy to any defects that may occur in the contract in order to give full effect to its provisions;

7. That if the exigency of the service so requires, the **MARINA** shall have the right to increase or decrease the number of utility personnel at the rate of compensation herein set forth and/or extend the working hours, to be considered as overtime services, compensation of which shall be in accordance with the provisions of the Labor Code and provided further that such addition or reduction shall be communicated in writing;
8. The **MARINA** reserves the right to reject and/or request for replacement of any of the **CONTRACTOR's** assigned personnel at its discretion, if it finds the services of subject personnel unsatisfactory:
- a. The **CONTRACTOR** shall maintain a very satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports; and
 - b. Before end of the year, **MARINA** shall conduct an assessment or evaluation of the performance of the service **CONTRACTOR** based on the set of performance criteria prescribed by the **MARINA**.
9. That the **CONTRACTOR** warrants to comply with its obligations as employer pursuant to the Labor Code, Worker's Compensation Law, Social Security Act, and other Philippine Laws, with regard to its personnel who may be assigned to render the aforementioned services at **MARINA** premises. Should any national or local wage/salary adjustment be enforced during the validity of this contract through a law or wage order, said adjustment shall be for the account of the **MARINA** and shall be considered a necessary amendment of this contract;
10. This Contract of Security Services may be extended without prejudice to and in accordance with the provisions of R.A. 9184, its Implementing Rules and Regulations and Revised Guidelines on Extension of Contracts for General Support Services;
11. The **CONTRACTOR** shall assume full responsibility for any loss of damage attributable to the fault, negligence or misconduct of its security guards assigned to the **MARINA** or for any act done by third persons to the **MARINA's** employees, or its authorized representatives or to the guard or guards of the **CONTRACTOR** except in cases of force majeure or fortuitous event, or under the following circumstances:
- a. Where the loss occurred inside a closed office or building where the **CONTRACTOR's** guards/agents have no access, unless the door or any part of the office or building was forcibly broken and opened, and upon investigation by the proper government authorities or administrative bodies created for the purpose of determining the facts and circumstances of the incident, the security guard assigned has been found to be negligent. In this connection, the **MARINA** cannot hold the payment for services already rendered pending investigation;
 - b. Any property belonging to the **MARINA** which is issued to its employee is the responsibility of said employee, unless the same is turned over to the security guard of the **CONTRACTOR** for safekeeping; and



c. Any loss, damage or defacement of permanent fixtures which is due to the fault or act of an employee of the **MARINA** unless and was assisted by or its connivance or cooperation with the **CONTRACTOR's** assigned guard/guards;

12. The **MARINA** shall have no authority to automatically deduct its claims for losses and/or damages from the assigned compensation for guard services due to the **CONTRACTOR**;

13. **FREE AND HARMLESS CLAUSE.** Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws;

14. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other;

15. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other;

16. **FORCE MAJEURE.** Performance by either party may be excused by the occurrence of events beyond the control of the parties, including, but not limited to, unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.

17. **STANDARD ARBITRATION CLAUSE.** "Any controversy or claim arising out of or relating to this agreement, or the breach thereof, that cannot be acceptably negotiated by both parties shall be settled by arbitration in accordance with the rules of the "Alternative Dispute Resolution Act of 2004". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof."

18. **VENUE OF ACTION:** "In case of litigation arising from or in connection with this Contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only."

IN WITNESS WHEREOF, the parties hereto signed this Contract on this _____ day of _____ at _____.



LIFEGUARD ARCHANGELS
SECURITY AGENCY CORP.

BY:



LELENETTE S. ALDEGUER
President and General Manager

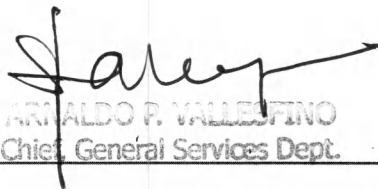
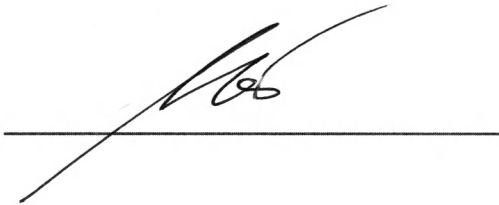
MARITIME INDUSTRY AUTHORITY

BY:



VADM NARCISO A VINGSON JR
Officer-In-Charge
Office of the Administrator

SIGNED IN THE PRESENCE OF:



ARNALDO P. VALLESFINO
Chief, General Services Dept.

ACKNOWLEDGEMENT

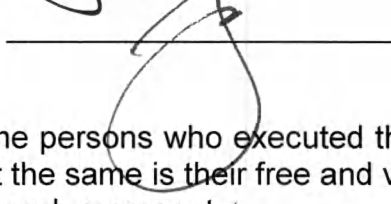
**REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.**

BEFORE ME, a Notary Public, for and in the City of Manila, personally came and appeared:

1. **LELENETTE S. ALDEGUER**



2. **VADM NARCISO A VINGSON JR**



known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the corporation/agency they each represent.

This instrument pertain to a Contract for the 2019 Security Services where the acknowledgment is written, signed by the herein parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on 11 APR 2019 at CITY OF MANILA

DOC. NO. 17 ;
PAGE NO. 3 ;
BOOK NO. AM ;
SERIES OF 219

ATTY. CLIFF RICHARD E. GENESELA
NOTARY PUBLIC, CITY OF MANILA / ROLL NO. 99006
Commission No. 2018-0791 Issued on Feb. 28, 2018 Until Dec. 31, 2019 / Manila
PTR No. 3011406 Issued on Dec. 28, 2016 Until Dec. 31, 2019 / Manila
IBP No. 056005 Issued on Dec. 28, 2012 Until Dec. 31, 2019
MCLE No. V-0017770 Valid From April 15, 2016 Until April 14, 2019
Office Add: Rm 305, NPC Building Magallanes Drive, Intramuros, Manila