

CONTRACT OF SECURITY SERVICES

KNOW BY ALL MEN THESE PRESENTS:

LAND REGISTRATION AUTHORITY (LRA), represented by its **OIC-Administrator** **ROBERT NOMAR V. LEYRETANA, CESO II**, a government agency duly organized and existing under the laws of the Republic of the Philippines, with postal address at LRA Building, East Avenue cor. NIA Road, Diliman, Quezon City, hereinafter referred to as the **AUTHORITY**,

and

URDUJA SECURITY SERVICES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, represented by its President and General Manager **NEPTHALIE D. PASILIAO**, with business address at 138 Matalava, Lingayen, Pangasinan, hereinafter referred to as the **AGENCY**,

WITNESSETH:

WHEREAS, the **AUTHORITY** is mandated to safe keep land titles, records and documents relating thereto, and for this purpose desires to engage the services of the **AGENCY** to safeguard and protect the lives, security and safety of the persons and properties found within the premises of the **AUTHORITY** and its Registries of Deeds nationwide and to maintain law and order at its premises and guard its property from unlawful and criminal acts including assault, harassment, threat, intimidation, physical injuries, trespass, theft, robbery, arson, destruction or damages, as well as enforcing and implementing its rules and regulations for the maintenance of the security and safety thereat;

WHEREAS, a public bidding was conducted by the **AUTHORITY** on 14 December 2021 at 10:00 A.M. in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, as amended, and other existing pertinent laws where the **AGENCY** participated, and after evaluation of the bids submitted, was determined to have submitted the Single Calculated and Responsive Bid most advantageous to the government;

WHEREAS, the **AGENCY** is a duly licensed and bonded private security agency operating under the provisions of Republic Act No. 5487, as amended;

WHEREAS, the **AGENCY** is the duly proclaimed winning bidder for security service by the Bids and Awards Committee on Procurement of Goods, Supplies and Materials (BAC-PGSM) as contained in the Notice of Award dated January 13, 2022, subject to the requirements of posting of bonds;

WHEREAS, a contract of security services was executed by and between the **AUTHORITY** and the **AGENCY** for the provision of security services for the period of **March 01, 2022 to December 31, 2022**, renewable yearly or until a new contract has been entered into, subject to availability of funds;

WHEREAS, the **AGENCY** represents that it has the experience, organization, manpower complement, tools and material necessary to comply with the services needed by the **AUTHORITY** and that it has the permit and/or license to operate and perform its undertaking;

WHEREAS, the **AGENCY** has offered to render the required and desired services on the basis of the foregoing representation and warranties and that the **AUTHORITY** has accepted the said offer of the **AGENCY** under the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing, the parties hereto agreed to be bound by the following terms and condition, to wit:

Contract of Service
Urduja Security Services, Inc.

Page 1

JESSA B. AMBONG
Acctg. Chief, GSD
Witness

ANNALIZA M. FERNADEZ
Witness

NEPTHALIE D. PASILIAO
General Manager/President

ROBERT NOMAR V. LEYRETANA, CESO II
OIC-Administrator
As per DOJ DO No. 099 dated March 17, 2022


JESSA AMBONG
Acting Chief, GSD
Witness

1. PLACE AND LOCATION

The AGENCY shall provide, maintain and deploy security services to the LAND REGISTRATION AUTHORITY Central Office Building and its Registries of Deeds nationwide as specified in the Schedule of Deployment, attached as Annex "A" hereof.

2. SERVICES

- 1.) One (1) Security Supervisor with communication equipment to handle security concerns.
- 2.) Conduct daily general security survey of the posts/areas being guarded.

3. EQUIPMENT / FACILITIES / UNIFORMS

- 1.) All security guards shall report in proper uniform with the Company ID worn at all times, with head gears, complete paraphernalia and the prescribed equipment as indicated below.
- 2.) It is also compulsory that they carry with them while on duty all the necessary documents such as duty detail order from the company, guards' license and copy of firearms license.
- 3.) All guards shall be equipped by the Security Agency with duly license firearms, ammunitions, nightstick, flashlight, whistle and other metal paraphernalia deemed necessary in the effective implementation of security policies, rules and regulations.
- 4.) The Security Agency shall deploy the following security equipment/facilities to maintain the quality of service and efficiency of its security personnel.

4a.) FIREARMS

Firearms to be deployed at the LRA premises shall be 9mm caliber pistol and 12-gauge shotguns with sufficient and quality ammunition as well as reserve ammunition. All firearms shall be licensed by the PNP and in the name of the company and are ready for immediate deployment. The Security Agency shall provide each security guard with 9mm caliber pistol with extra magazine and adequate number of 12-gauge shotguns. It shall also ensure that said firearms are in safe and excellent condition at all times.

4b.) METAL DETECTORS

The Security Agency shall provide minimum of three metal detectors for the LRA Central Office and one for each Registry of Deeds.

4c.) OTHERS

The following equipment shall be deployed by the Security Agency to the Central Office & Registries of Deeds **FREE OF CHARGE**.

- First Aids kits
- Flashlight for every post
- Megaphone
- Two Way Radio
- Inspection Mirror
- Bomb-Sniffing Dog
- Pre-numbered log book in every post
- Laminated Visitor's ID with pin
- And other security equipment


ANNALIZA M. FERNADEZ
Witness


NEPTHALIE D. PASILIAO
General Manager/President


ROBERT NOMAR V. LEYRETANA, CESO II
OIC/Administrator
As per DOJ DO No. 099 dated March 17, 2022

4. QUALIFICATIONS FOR SECURITY GUARDS

All security guards to be assigned to LRA by the Security Agency shall possess the following requirements:

1. Must be a Filipino Citizen;
2. Must be at least a high school graduate;
3. Of good moral character and reputation, courteous, alert and has never been convicted of any crime;
4. Physically and mentally fit (medical certificate attached);
5. Not less than twenty-one (21) years old nor more than fifty (50) years of age;
6. At least 5'4" feet tall for male and 5' ft. for female;
7. Duly licensed and properly screened and cleared by the PNP/SOSIA and other government offices issuing clearance for employment;
8. In proper uniform and armed with a licensed 9mm caliber pistol or a licensed rifle/shotgun with sufficient ammunitions at all times during his tour of duty;
9. Possesses the required licensed as security guards (i.e. Security Officer license for commander and officers);
10. In possession of such other qualifications required by Republic Act No. 5487, as amended.

5. SECURITY MANAGEMENT PLAN

I. OBJECTIVES

1. To undertake measures for the total protection of LRA officials and employees from harassment, threat or intimidation;
2. To undertake protective measures of LRA properties against theft, robbery, arson and destruction, sabotage, pilferage and any other unlawful acts;
3. To ensure the safety and protection of LRA guests/visitors/customers/clients;
4. To undertake preventive measures for the entry of unauthorized individuals within LRA premises;
5. To undertake other security operations such as traffic/crowd control and respond to emergency (man-made or natural);
6. To enforce existing LRA security rules and regulations on personnel;
7. To perform such other operations that is deemed necessary by LRA management.

II. OPERATING POLICIES AND PROCEDURES

1. CHECK ENTRY OF VISITORS

1. To screen visitors with utmost courtesy and guide them;
2. Upon entry, the guard shall require visitors to sign/log in the visitor's logbook indicating their name, address, purpose, time in and out, and signature.
3. To issue a visitor's pass in exchange of a current and valid identification card or residence certificate.
4. To advise all visitors to pin their visitor's pass inside the premises/building.
5. To strictly prohibit individuals or group from loitering in the lobbies or in building entrances.
6. To inspect by the use of metal detectors all bags and parcels and frisking of all persons entering the premises to ensure that no deadly weapons,

JESSA S. AMBONG
Accountant GSD

ANNALIZA M. FERNADEZ
Witness

NEPTHALIE D. PASILIAO
General Manager/ President

ROBERT NOMAR V. LEYRETANA, CESO II
OIC-Administrator
As per DOJ DO No. 099 dated March 17, 2022

explosives, contraband items, prohibited drugs and other harmful substances are brought inside the building.


7. To require individuals possessing firearm/s to leave/deposit the firearm/s with the security guards after issuing a deposit slip.

8. To turn over to the nearest police station individuals found in possession of deadly weapon/s and other harmful materials/substances.


JESSA S. ANIBONG
Acting Chief, GSD
Witness

2. CHECK ENTRY OF LRA PERSONNEL

1. To operate and enforce the system of personnel identification.
2. To maintain a separate logbook for office personnel with the same entries as that of visitors.
3. Employees shall, upon entry within the building, be required to wear and/or pin their ID cards and shall remain displayed on the chest until they leave the premises.
4. Employees not in proper uniform, unless for valid reason, shall not be allowed entry in the premises.
5. To warn and advise personnel with lost ID cards to secure company ID from the Human Resource Development Division of LRA. Such system will enable the guards to determine/distinguish employees from "fixers" and from other visitors within the area.
6. To strictly implement the "NO ID - NO ENTRY" system.


ANNALIZA M. FERNANDEZ
Witness

3. CHECK ENTRY OF VENDORS

1. To prohibit the entry of vendors without written authority to transact business within the building/compound.
2. To record the time in and out of the vendors allowed to enter the premises. They shall be required to sign/log in the visitor's logbook indicating their name, address, purpose and signature.
3. To issue a visitor's pass in exchange of a current and valid identification card or residence certificate.


NEPTHALIE D. PASILIAO
General Manager/President

4. CHECK ENTRY OF SERVICE PROVIDERS

1. To monitor the entry of our service providers (janitors, repairmen, et. al.) in the LRA Central Office and Registry buildings.
2. To require them to present their authority (i.e. request of the agency for repair, etc.) and if there is, verify its veracity with the issuing person.
3. To require them, upon entry, to sign/log in the visitor's logbook.
4. To issue a visitor's pass in exchange of a current and valid identification card or residence certificate.

5. OTHER SECURITY OPERATIONS

1. To apprehend any person attempting or gaining unauthorized access to restricted areas (particularly the vault) of the Central Office and Registry office and those committing unlawful acts.
2. To respond to protective alarm signal and to any call of emergency.
3. To conduct inspection of the building after office hours and to switch off all electrical equipment left unplugged by employees.
4. To politely guide, check and observe situations of visitors within the area.
5. To check and prevent unauthorized persons loitering in corridors without official business/transactions.


ROBERT NOMAR V. DEYRETANA, CESO II
OIC-Administrator
As per DOJ DO No. 099 dated March 17, 2022

6. To submit reports of any unusual incidents committed within the area of responsibility.
7. To inspect if all LRA properties being brought out of the building are covered by a property pass slip issued by the Registrars of Deeds or his/her Deputy RD or any authorized personnel to issue the same.

III. EMERGENCY PLAN

During disasters, whether manmade or as a result of force majeure, security personnel are enjoined to act in a predetermined and appropriate manner to ensure the safety and security of persons and property within the premises, taking note of the following:

a.) FIRE

1. Detailed fire plan including evacuation area and indicate 1st priority (Red), 2nd priority (Blue), 3rd priority (White);
2. Include list of firefighting equipment's locator.
3. In case of fire, guard shall first determine the cause of fire. After determining, he shall use fire extinguisher by remembering the word "PASS" P - ull the pin; A - im the nozzle; S - queeze and S - weep to the face of the fire until it is totally covered.
4. The guard shall immediately sound the alarm if fire cannot be stopped.
5. Call the nearest fire department.
6. All emergency exits shall be opened.
7. Secure the entrance and exit doors by not allowing anyone to enter the building except those authorized.
8. Record if possible, the event of fire as to the cause of smoke, speed of fire, and its origin. This will help fire investigators in resolving the case.

b.) TYPHOONS

1. Observe the premises and detect possible danger from falling branches or any harmful object coming from a higher ground.
2. Check electrical wirings/plugs that can be reached by water and inform RD personnel to switch-off the power line.
3. Assist to the best of his ability to protect and evacuate RD personnel to a safer place.
4. Send the personnel hurt in the course of the typhoon to a nearest clinic/hospital.
5. Prepare a report on damages to properties as well as injured persons to the Head of Agency.

c.) EARTHQUAKES

1. Help instruct employees and other persons within the premises to remain calm and avoid panic, to stay away from electrical cables and wires and for and for them to stay under the tables if the situation calls for it.
2. Assist to the best of his ability to protect and evacuate employees and other persons to a safer place.
3. Send the personnel hurt in the course of the quake to a nearest clinic/hospital.
4. Prepare a report on damages to properties as well as injured personnel to the Head of Agency.

JESSA SAMBRONG
Acting Chief
Witness

ANNALIZA M. FERNANDEZ
Witness

NEPTHALIE D. PASILIAO
General Manager/President

ROBERT NOMAR V. LEYRETANA, CESO II
OIC Administrator
As per DOJ DO N. 6, 099 dated March 17, 2022


JESSA S. AMBONG
Acting Chief, GSD
Witness

d.) BOMB THREAT

1. In case of bomb threat, security personnel shall coordinate with the local law enforcement authorities.
2. Initiate for the evacuation of the employees and other persons to a safer place.
3. Tighten security measures.
4. Conduct an immediate search of the area.
5. If bomb is positively found, never touch it; instead, cordon the area.

e.) INCIDENCE OF THEFT/ROBBERY CASES

1. Security personnel, upon receipt of the complaint for loss of properties, will immediately proceed to the scene of the crime.
2. Never touch anything so as to preserve traces of evidence.
3. Make a list of personnel present during the discovery of the loss.
4. Prepare incident report and coordinate with the Chief of General Services Division for Central Office and Registrar of Deeds or his Deputy for Registry of Deeds for the conduct of a parallel investigation of the case.

f.) GUIDELINES IN THE IMPLEMENTATION OF COVID-19 HEALTH AND SAFETY PROTOCOLS

I. Observe proper Physical/Social Distancing:

- a. Observe "No Contact" Policy by encouraging officials and employees to practice "No hugs", "No hand shake", and a minimum distance of at least one (1) meter shall be observed at all times both inside and outside the workplace, including hallways, stairs, gates, pathwalks.
- b. Proper markings for entrance and exit, for going up and going down shall be placed. If one (1) meter physical distancing cannot be met in the gates or stairs, one (1) gate can be used as entrance and one (1) gate as exit. Likewise, one (1) stairway can be used for going up and one (1) stairway for going down, in the LRA compound, if possible, a separate entrance and exit shall be allowed for LRA employees, RD QC employees and clients/visitors.

II. Health and Safety Protocols must be observed in the workplace:

- a. The Security Guards assigned at the entrance of the office/building shall be provided with Hand sanitizers, face shield, disposable surgical gloves, and Infrared Thermometer;
- b. Regular calibration and checking of batteries for Infrared thermometers shall be done prior to opening hours of the office;
- c. Only the person with actual transaction/business shall be allowed to enter the office premises. Clients who are accompanied by persons below 21 years old, senior citizens, and pregnant women, will not be allowed to enter the premises unless their presence is necessary to accomplish their transaction;
- d. Security guards shall be Instructed to roam every now and then to remind the client/stakeholders/officers/employees in a respectful manner to maintain social distancing;


ANNALIZA M. FERNADEZ
Witness


NEPTHALIE D. PASILLAO
General Manager/President


ROBERT NOMAR V. LEYRETANA, CESO II
OIC-Administrator
As per DOJ DO No. 099 dated March 17, 2022


JESSA S. AMBONG
Acting Chief, GSD
Witness


ANNALIZA M. FERNADEZ
Witness


NEPTHALIE D. PASILIAO
General Manager/President


ROBERT NGMAR V. LEYREFFANA, CESO II
OIC Administrator
As per DOJ DO No. 099 dated March 17, 2022

III. Prior to entrance in the workplace/office/building:

- a. All officers, employees, stakeholders, clients entering shall be required to fill up a COVID-19 Declaration Form provided by the Security Guard assigned on a daily basis which shall then be forwarded to the General Services Division (GSD) in the Central Office or the authorized personnel in the registry of deeds at the end of each day. The accomplished forms shall be kept and filed by date and alphabetically arranged for contact tracing purposes. Ensure that all contact details like address, contact no. and email address are recorded in the entry module of the PHILARIS or any existing application.
- b. Upon entry, the Security Guard assigned shall take the temperature of the officer, employee, stakeholder entering the office and spray the hands with sanitizers/alcohol.
- c. If temperature is greater than 37.5°C (99.5°F), the employee/client shall not be allowed to enter and shall be advised to rest at the designated isolated holding area and revalidation shall be made after 5 minutes. If no changes are noted, the employee/client shall be refused entry in the premises.

6. SECURITY OFFICE JOB PERFORMANCE EVALUATION

I. POLICY

The Security Service Provider must conduct a comprehensive periodic Security Officer Job Performance Evaluation.

II. PURPOSE

To periodically determine the quality of service the Security Officer provides for the client.

III. PROCEDURE

1. Security Officer Job Performance Evaluation to be conducted quarterly.
2. LRA Officials to conduct quarterly performance evaluation of Security personnel.

The evaluation criteria are the following:

- Alertness/Attentiveness
- Courtesy & Integrity
- Professionalism
- Stress Management
- Resourcefulness & Initiative
- Care of Property and Equipment
- Neatness/Tidiness

3. Rating shall be based on progressive scale criteria (5-highest, 1-lowest). Failure to obtain a rate of 3, for two consecutive ratings,

shall be considered poor performance. Results of the evaluation will be reviewed and discussed with the security agency for proper action (i.e. immediate change of security personnel).

4. Job Performance Evaluation must be submitted to the Procuring Entity quarterly, to be counter-signed by the Head of Office where the Security Guard is deployed / assigned.

TERMS OF CONFERENCE

1. CONTRACT WORK

- 1.1 Provision of qualified, bonded, uniformed and armed security guards to safeguard and protect the lives, security and safety of the persons and properties found on or within the premises of the Land Registration Authority (LRA) Central Office and its Registries of Deeds nationwide and to maintain law and order and its premises and guard its property from unlawful and criminal acts including assault, harassment, threat, intimidation, physical injuries, trespass, theft, robbery, arson, destruction or damages, as well as enforcing and implementing its rules and regulations for the maintenance of the security and safety threat:
- 1.2 Provision of additional services such as inspection of guards, investigation of irregularities, armed security and other similar services, shall be undertaken, if needed, without additional compensation. Provided, that the same services will not in any manner affect the day-to-day operations of the Authority.
- 1.3 The Security/Agency shall only deploy security guards to the newly created Registries of Deeds once the operations commence.
- 1.4 **Approved Budget for the Contract (ABC) is Four Million Eight Hundred Ninety-Three Thousand Seven Hundred Thirteen Pesos and 87/100 (Php 4,893,713.87) or Forty-Eight Million Nine Hundred Thirty-seven Thousand One Hundred Thirty-Eight Pesos and Sixty-Eight Centavos (Php 48,937,138.68) for ten (10) months from March 1, 2022 to December 31, 2022.**

2. CONTRACT PERIOD/RENEWAL

This contract of security services shall cover for ten (10) months for the period of **March 01, 2022 to December 31, 2022**, renewable yearly or until a new contract has been entered, subject to the availability of funds.

3. MODE OF PAYMENT

For and in consideration of the AGENCY's services during the effectivity of this contract, the AUTHORITY shall pay the AGENCY the amount of **PESOS: Forty-One Million Seven Hundred Ninety-three Thousand Two Hundred Sixty-Four Pesos and Forty-two Centavos (Php 41,793,264.42.)** for ten months (**March 01, 2022 to December 31, 2022**), payable twice a month i.e. 15th and end of the month upon submission of DTR, Statement of Accounts, Summary of Attendance duly signed by the Registrar of Deeds or official concerned, and certification of satisfactory performance issued by the AUTHORITY.

The Security Agency may request for an adjustment of the stipulated price in the event that there is an increased in the number of days per year, or the minimum wage is increased, or increased in the mandatory employee benefits and contributions, or fringe benefits are granted in favor of the security guards as promulgated by law, executive order and/or wage order. Said

JESSA S. AMBONG
Acting Chief, GSD
Witness

ANNALIZA M. FERNADEZ
Witness

NEPTHALIE D. PASILIAO
General Manager/ President

ROBERT NOMAR V. VEYRETANA, CESO II
OIC-Administrator
As per DOJ DO No. 099 dated March 17, 2022

adjustment shall be equivalent only to the amount of the increase in the number of days per year or the amount of the increase in the minimum wage, or increase in the mandatory employee benefits and contributions or fringe benefits as promulgated by law, decree and/or order, as the case may be. Said adjustment is subject to availability of funds and shall be awarded upon/after evaluation and approval by the LRA.

4. WORK SCHEDULE/FREQUENCY OF OPERATIONS

For Central Office, the AGENCY shall provide a 24-hour security coverage with twelve (12) hours duty per guard per day, seven (7) days a week including Saturdays, Sundays and legal holidays.

For Registries of Deeds with two (2) security guards, the AGENCY shall provide a 24-hour security coverage with twelve (12) hours duty per guard per day, seven (7) days a week including Saturdays, Sundays and legal holidays.

For Registries of Deeds with only one (1) security guard, he shall render eight (8) hours duty per day, five (5) days a week from Monday to Friday, except for the guards who will be assigned to RD Batac, Ilocos Norte and RD South Cotabato, who will render twelve (12) hours duty per day (6pm-6am), seven (7) days a week including Saturdays, Sundays and legal holidays.

5. ABSENCES, UNDERTIMES, TARDINESS AND DEDUCTION TO PAY/COMPENSATION

Security guards who shall go on leave of absence, whether vacation or sick leave shall be immediately replaced/substituted by the AGENCY.

The AUTHORITY and the AGENCY hereto agree that the time for any absences, undertime and/or tardiness of unreplaced security guards scheduled for duty shall be proportionately deducted by the AUTHORITY against the agreed monthly compensation due to the AGENCY.

6. GUARD FORCE

The Security Agency shall provide the LRA with one hundred seventy-five (175) security guards to be deployed at LRA's Central Office and various Registries of Deeds nationwide per attached Schedule of Deployment of Guards marked as ANNEX "A". This number of guards contracted may be increased or decreased at any time with the consent/approval of both parties, subject to availability of funds. In the event that there will be an increase in the number of guards during the duration of the contract, the same shall form part of the contract and shall be subject to the same terms and conditions herein set forth.

7. EXPECTED SERVICE QUALITY STANDARDS AND SPECIFICATIONS FROM THE SECURITY AGENCY

- a. Shall provide the LRA Central Office and its Registries of Deeds with qualified security guards who shall be in their proper uniform in accordance with R.A. 5487 as amended, while they are on duty and in as may be required from time to time.
- b. Shall provide each guard standard security equipment and paraphernalia to be used in the implementation of security plan, procedure, rules and regulations.
- c. Shall maintain and make available security guard relievers or replacements when exigencies of the service so require or in case of absence for whatever reason, of the security guard/s on duty.

JESSA S. AMBONG
Acting Chief, GSD
Witness

ANNALIZA M. FERNADEZ
Witness

NEPTHALIE D. PASILLAO
General Manager/ President

ROBERT NOMAR V. BEYRETTANA, CESO II
OIC/Administrator
As per DOJ DO No. 099 dated March 17, 2022

8. RESPONSIBILITIES OF THE SECURITY AGENCY

8.1 The security agency shall exercise direct control and supervision over the security guards assigned to the LRA in accordance with the rules and regulations promulgated by the Philippine National Police (PNP). The Security Agency shall be responsible for the proper functioning of the security operation and shall have operational control over said guards. The LRA may however exercise direct supervision and give instructions regarding security measures to protect the properties of the office and lives of its officials, employees and clients against assault, theft, pilferage, sanitary hazards and such other unlawful acts.

8.2 Shall be solely responsible for any act or omissions of all its security guards during their assigned hours/tour of duty.

8.3 Shall assume fully responsibility to retribute and/or pay the LRA for any loss or damage due to theft, robbery, pilferage, and trespass which it may suffer during the assigned watch hours of security guard/s on duty, provided that it shall be established after due investigation by the LRA's authorized investigators or an independent party who shall be jointly appointed by the LRA and the Security Agency that said loss or damage was primarily due to the negligence and/or fault of the guard/s.

8.4 The Security Agency hereby guarantees that the salaries of guards detailed shall be paid in accordance with provisions of the Labor Code, law, executive order, and wage order.

9. GENERAL CONDITIONS

9.1 The LRA shall have exclusive jurisdiction over the implementation of the service contract with the Security Agency and all assignments/deployments shall first be approved by the LRA or its authorized representative.

9.2 All acts and behavior in the execution of the service contract by the Security Agency shall in no way contravene any existing government laws, rules and regulations.

9.3 No assignment whatsoever of the Security Service Contract shall be made to any third party.

9.4 The Security Agency shall be obliged to exercise due to diligence in carrying out its obligations under the Security Service Contract and shall faithfully serve the best interest of the Land Registration Authority.

9.5 The Security Agency shall not, during the period of its security services contract or at any time thereafter, use or disclose to any person or entity, any information, derogatory, or otherwise, concerning the affairs and activities of LRA and its Registries of Deeds which the members of the security agency may have acquired by reason of their assignment with the Authority.

9.6 The LRA assume no obligation or responsibility whatsoever to compensate or indemnify any and all bidders, for any expenses or loss which may be incurred in the preparation of their proposals.

10. LIABILITIES TO GUARD AND THIRD PARTIES

The security guards of the AGENCY, deployed at the Land Registration Authority Central Office and Registries of Deeds nationwide, are not agents or employees of the AUTHORITY. Accordingly, the AUTHORITY shall not be

JESSA SAMBONG
Acting Chief, GSD
Witness

ANNALIZA M. FERNADEZ
Witness

NEPTHALIE D. PASILIAO
General Manager/ President

ROBERT NOMAR V. LEVRETTANA, CESO II
OIC-Administrator
As per DOJ DO No. 099 dated March 17, 2022

responsible for any claims for personal injury or death caused to any of the guards or to any third party where such injury of death arises out of or in the course of lawful performance of guard duties.

Jessa S. Ambong
JESSA S. AMBONG
 Acting Chief, GSD
 Witness

Annaliza M. Fernandez
ANNALIZA M. FERNADEZ
 Witness

11. RESPONSIBILITIES TO LOSSES

The Security Agency shall be responsible for any loss or damage to the properties of the LRA due to the willful act, negligence and/or carelessness or lapses in the security procedures of its security guards and supervisors in the performance of their duties. This loss or damage is to be determined at fair market value except those losses involving properties/items which cannot be considered bulky such as but not limited to pocket calculator, jewelry and the like, occurring or taking place during the tour of duty of the guards. The loss or damage must be made known in writing to them within forty-eight (48) hours from the time of the occurrence provided the losses or damages are due and traceable to the willful or neglectful act/s of the security guard/s.

12. DISCIPLINARY ACTIONS

LRA may have a guard changed or replaced anytime whose works are found to be below standards or whose conduct is unsatisfactory or prejudicial to its interests as determined by the LRA. The judgment of LRA on such matter shall be final and binding.

Security guards who shall go on leave of absence, either vacation or sick leave shall be replaced by the Security Agency.

13. INSPECTION

The **AUTHORITY** reserves the right to inspect the guards at any time to ensure the proper performance of their duties and obligations. This right of inspection however shall not relieve the **AGENCY** from full responsibility for the adequate security and protection of this **AUTHORITY**'s premises.

14. PRE-DEPLOYMENT REQUIREMENTS

The awarded Security Agency shall submit to LRA, bio-data sheet of each personnel together with the Agency's certified true copy of NBI clearance, Police clearance, Barangay clearance, Medical certificate, clearance from DOH accredited drug testing laboratory and recent picture (2x2) prior to their deployment.

15. PERFORMANCE SECURITY

The **AGENCY** shall post a Performance Security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award, payable to the **AUTHORITY** callable on demand and co-terminus with the final completion of the contract to guarantee the complete and faithful performance by the **AGENCY** of all its obligations, warranties and duties under this Agreement in any of the following rates and forms:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier's/managers check issued by a Universal or Commercial Bank.	

Nepthaliou V. Pasillao
NEPHTHALIOU V. PASILIAO
 General Manager/ President

Robert Ngmaray L. Luybetana
ROBERT NGMARAY L. LUYBETANA, CESO II
 OIC-Administrator
 As per DOJ DO No. 099 dated March 17, 2022

Jessa Ampong
JESSA AMBONG
 Acting Chief, GSD
 Witness

'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.	Five Percent (5%)
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%)
Performance Security Declaration	In accordance with item 6.4 of GPPB Resolution No. 09-2020

Annaliza M. Fernandez
ANNALIZA M. FERNADEZ
 Witness

The Performance Security shall be released to the **AGENCY** after termination of the Contract, provided, however, that the performance security is not forfeited as a result of the delay or default in the performance of the obligations of the **AGENCY**, or for damages to any property of the **AUTHORITY** due to acts or negligence of the personnel of the **AGENCY**.

In the event that the **AGENCY** violates any or all of the provisions of this Contract, the Performance Security shall be forfeited in favor of the **AUTHORITY**.

16. TERMINATION OF CONTRACT

Without need of judicial intervention, the Land Registration Authority or the Security Agency may terminate the Security Service Contract thirty (30) days upon notice, particularly for a breach of contract.

Upon discovery by the **AUTHORITY**, any failure or willful neglect of payment of the correct and legal contribution to SSS, Philhealth, Pag-Ibig and Employees Compensation (State Insurance Fund) by the **AGENCY**, the same shall be a ground for automatic termination/rescission of the contract.

17. MISCELLANEOUS PROVISIONS

- a) The guards shall undergo two (2) days seminar prior to posting and the **AGENCY** shall conduct regular Neuro-Psychiatric and drug test for all the guards assigned to the **AUTHORITY**, proof of which, must be submitted to the latter upon demand.
- b) The **AGENCY** shall designate one (1) inspector to supervise and shall conduct weekend meetings and quarterly refresher training to the posted guards to update them of the policies of the **AUTHORITY**.
- c) All commitments to the terms set forth in the Bidding Documents shall form part of this Contract and any violation of the same will be sufficient ground for the rescission by the **AUTHORITY** of this Contract.

17 MAY 2022

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____ 2022 in QUEZON CITY.

LAND REGISTRATION AUTHORITY
 INC.

URDUJA SECURITY SERVICES,

By:

By:

ROBERT NOMAR V LEYRETANA, CESO II
 OIC-Administrator
 As per DOJ DO No. 099 dated March 17, 2022

NEPHTHALIE D. PASILIAO
 General Manager/President

ROBERT NOMAR V LEYRETANA, CESO II
 OIC-Administrator
 As per DOJ DO No. 099 dated March 17, 2022

Signed in the Presence of:

JESSA S. AMBONG
Acting Chief, GSD

(Signature over Printed Name)

ANNALIZA M. FERNANDEZ

(Signature over Printed Name)

FUNDS AVAILABLE:

JAIKUS M. CABUSI, CPA
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

) S.S

BEFORE ME, a Notary Public for and in Quezon City this 17 MAY 2022
personally appeared the following presenting credible proofs of identity, to wit:

ROBERT NOMAR V. LEYRETANA, CESO II
No. _____

ID LRA ID 2003 - 031

NEPTHALIE D. PASILIAO
No: A07-97-027460

ID LTO DRIVERS LICENSE

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is their own free and voluntary act and deed and that of the corporations herein represented for the above purpose.

This instrument refers to a Contract of Security Services consisting of twelve (13) pages including this page wherein the acknowledgment is written, signed by the parties and the instrumental witnesses on the left margin of each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place first above written.

Doc. No. 304
Page No. 67
Book No. XVII
Series of 2022.

ATTY. RYAN C. CORTEZ
Notary Public Quezon City
Until December 31, 2022
PTR No. 2564877 01/27/2022; Quezon City
IBP No. 178355; 02/15/2022;
Roll No. 72112 MCLE Compliance No. VI - 0030666
Adm No. NP-071 (2021-2022)

Contract of Service
Urduja Security Services, Inc.

JESSA S. AMBONG
Acting Chief, GSD
Witness

ANNALIZA M. FERNANDEZ
Witness

NEPTHALIE D. PASILIAO
General Manager/ President

ROBERT NOMAR V. LEYRETANA, CESO II
OIC-Administrator
As per DOJ DO No. 099 dated March 17, 2022