



Republic of the Philippines  
 Department of Science and Technology  
**PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
 Address: Commonwealth Avenue, Diliman, Quezon City  
 P.O. Box Nos. 213 U.P. Quezon City; 832 Manila; 1314 Central, Quezon City  
 Telephone Nos. 829-8010 to 19 Fax No. 829-1646

28 April 2011

**Ms. PAULETTE C. VELASCO**  
 President  
 Mandarin Security Services, Inc.  
 Unit A Kriska Center  
 No. 54 San Pedro Bautista St.  
 Damayan, D1, Quezon City

**NOTICE TO PROCEED**

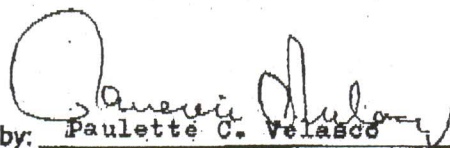
Madam:

This is to inform that the contract for the Supply of PNRI Security and Related Services has been approved in your favor.

In this connection, you are hereby advised to proceed with the implementation of the abovementioned services starting May 9, 2011.

Very truly yours,

  
**ALURANDA M. DELA ROSA, Ph.D.**  
 Director

  
 Received by: Paulette C. Velasco  
 Name and Signature  
 May 06, 2011  
 Date

**CONTRACT FOR THE SECURITY AND RELATED SERVICES  
FOR THE PERIOD 01 MAY TO 31 DECEMBER CY-2011**

**KNOW ALL MEN BY THESE PRESENT:**

This Contract made and entered into by and between:

The **PHILIPPINE NUCLEAR RESEARCH INSTITUTE (PNRI)**, a government agency existing under the laws of the Philippines with office address at Commonwealth Avenue, Diliman, Quezon City, represented in this agreement by **DR. ALUMANDA M. DELA ROSA**, Director, and hereinafter referred to as the "**PNRI**".

- and -

The **MANDARIN SECURITY SERVICES, INC.**, a private security agency, recognized and existing under the laws of the Philippines with office address at Unit A Kriska Center, No. 54 San Pedro Bautista Street, Damayan D1, San Francisco Del Monte, Quezon City, represented in this agreement by Ms. **PAULETTE C. VELASCO**, President, and hereinafter referred to as the "**AGENCY**".

WHEREAS, the **PNRI** is desirous that certain services should be performed, namely:

**SECURITY AND RELATED SERVICES FOR  
THE PERIOD 01 MAY TO 31 DECEMBER CY-2011**

and has accepted the Bid of the **AGENCY** for such services in the amount of **TWO MILLION FIVE HUNDRED SEVENTY SEVEN THOUSAND EIGHT HUNDRED FORTY SIX PESOS AND 34/100 CENTAVOS (P2,577,846.34)**.

NOW, THEREFORE, the Parties hereto have agreed as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of the Contract hereinafter referred to.
2. The following documents shall be deemed to form and be interpreted and construed as part of this Contract vis:



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- 2.1 Invitation to Bid
  - 2.2 General Conditions and Specifications for the Supply of Security and Related Services for CY 2011
  - 2.3 Approved Budget for the Contract
  - 2.4 Bids and Abstract of Bids
  - 2.5 Technical Proposal and Financial Proposal and all other supporting documents
  - 2.6 Approved BAC Resolution/Recommendation
  - 2.7 Notice of Award (with attachments), duly accepted by the winning bidder
  - 2.8 Notice to Proceed
  - 2.9 Performance/Surety Bond
  - 2.10 Pertinent provisions of RA 9184, its Implementing Rules and Regulations and other applicable laws and rules
3. In consideration of the payments to be made by the **PNRI** to the **AGENCY** as hereinafter mentioned, the **AGENCY** hereby covenants with the **PNRI** to render the Security and Related Services in conformity in all respects with the provisions of this Contract and the General Conditions and Specifications for the Supply of Security and Related Services for CY 2011.
4. For the purpose of performing the services herein contracted and stipulated, the **AGENCY** shall assign to **PNRI** fifteen (15) efficient, licensed, uniformed, bonded and armed security guards who will render security services for a continuous tour of twenty-four (24) hours coverage divided into three (3) shifts of eight (8) hours each (see attached schedule). One guard shall act as supervisor.
5. The **PNRI** reserves the right to reduce or increase the number of guards or replace all, some or any existing guard, and such reduction, increase or replacement shall become effective twenty-four (24) hours after notice thereof is given by the **PNRI** to the **AGENCY**. Should the **PNRI** increase the number of its security guards, they shall be hired at the rate equal to the salary of each guard per month as originally herein contracted.
6. In the absence of the assigned security guard(s), the **AGENCY** shall make replacement(s) readily available at all times to ensure continuous and uninterrupted services. Replacements shall be taken from the pool of relievers assigned to the **PNRI** as stipulated in the General Conditions and Specifications for Security and Related Services. Proportionate deductions shall be made for any absences without replacement. **Replacement by trainee shall not be allowed.** Likewise, payment of salaries for the same shall not be effected.

*Amulaker*

*[Signature]*

*Quendaker*

*Security*

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7. The other duties, responsibilities and contractual obligations of the **AGENCY** to the **PNRI** shall be those provided in the General Conditions and Specifications for the Supply of Security and Related Services.

8. The **AGENCY** shall comply with the undertaking and additional offers provided in its Technical Proposal as follows:

8.1 Provision of the following equipment and other paraphernalia requirements:

- 2 units Shotgun
- 6 units Pistol
- 6 units Handheld Radio
- 2 units Metal Detector
- 1 unit standby vehicle equipped with communication radio facilities for use in night patrol and emergency cases
- 1 unit Bicycle or Motorcycle (for roving guards)
- 1 unit Binocular (with night vision)
- 2 units Cellular phone (with load)
- 3 sets First Aid Kit

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8.2 Provision of the following additional equipment:

- 1 unit Motorcycle 125cc with 1 liter fuel per day
- 1 set CCTV System with 10 Cameras
- Fire/intruder Alarm Devices with 240hour Central Monitoring System (As needed)
- 2 pcs. Traffic Vest
- 2 units Under Chassis Mirror
- 6 pcs. Spare battery pack
- 4 units Spotlight with Motion Sensor
- 2 units Rechargeable Heavy Duty Flashlight
- 2 units Megaphone

*Handwritten signature*

8.3 Provision of the following additional Value-Added-Services:

8.3.1 **Round-The Clock-Service** – **PNRI** shall have direct contact with the **AGENCY's** Officers and Headquarters, 24/7. Hence, concerns and/or problems in the field shall be attended to and resolved the soonest possible time.

8.3.2 **Inspection** – The **AGENCY's** Company Officers and Field Inspectors shall conduct day and night inspections of the different guarding areas for

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10. For and in consideration of the aforementioned service to be rendered by the **AGENCY** to the **PNRI**, the **PNRI** during the life of the Contract shall pay the **AGENCY** an amount of **THREE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED THIRTY PESOS AND 79/100 CENTAVOS (P322,230.79) per month** which amount shall include value added tax (VAT). This amount shall be paid by the **PNRI** in two equal payments to the **AGENCY**, after the 15th and 30th of each month, subject to existing laws and government accounting and auditing rules and regulations and upon submission of the following requirements:

10.1 Certification by the Chief, Finance and Administrative Division, **PNRI** or Chairman, **PNRI** Security Committee that the **AGENCY** has rendered services for the period and has complied with the terms, conditions and requirements stipulated in the Contract.

10.2 Daily Time Record (DTR) of security guards.

10.3 Original copy of payroll and sworn statement of the **AGENCY** that it has paid the wages and allowances of its security guards assigned to the **PNRI** in accordance with all labor laws and adjustments mandated.

10.4 Certified Copy of monthly remittances to SSS, PAG-IBIG and PHILHEALTH.

11. The **AGENCY** shall in the performance of its duties, bear full responsibility and liability, civil or otherwise, for any loss and/or damage to office and/or laboratory, equipment or properties of the **PNRI** caused by any act or omission of **AGENCY's** personnel, as determined by the **PNRI's** In-House Security Committee. For this purpose, the **PNRI** has the authority to deduct the value of the lost/damaged properties to the **AGENCY's** fees due, as verified/agreed by both parties in conformity with the General Conditions and Specifications.

12. In addition to Performance Security Bond provided in the General Conditions and Specifications for the Supply of Security and Related Services, the **AGENCY** shall post a Surety Bond equal to the total consideration of cost of labor to be rendered in pursuance of this Contract to answer for the wages due to security guards should the **AGENCY** fails to pay the same. Likewise, for non-fulfillment by the **AGENCY** of its obligation under the Contract, breach of warranty by the **AGENCY**, any cause which will defeat the purpose or rationale for contracting the services of the **AGENCY**, and upon evidence of unsatisfactory performance, the **PNRI** shall terminate this Contract for Security and Related Services.

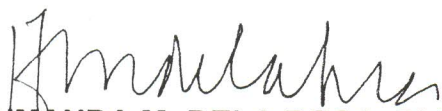


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13. This Contract shall *take effect on 01 May 2011* and shall continue to have force and effect *until 31 December 2011* unless sooner terminated by either party upon a 30-day written notice to the other without prejudice to the rights and obligations of the parties that have agreed prior to such termination.
14. The **AGENCY** warrants that it has not given or promised to give any money or gifts to any employee or official of the **PNRI** to secure this Contract.
15. In the event of suit arising from this Contract, the **AGENCY** hereby agrees that the venue of action shall be in the court sitting at Quezon City only.

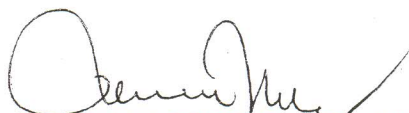
IN WITNESS WHEREOF, the parties have hereunto set their hands this 25th day of April, 2011 at Quezon City, Philippines.

PHILIPPINE NUCLEAR RESEARCH  
INSTITUTE



**ALUMANDA M. DELA ROSA, PhD.**  
Director

MANDARIN SECURITY  
SERVICES, INC.




**Ms. PAULETTE C. VELASCO**  
President

SIGNED IN THE PRESENCE OF:



**CELESTINO M. SANTOS**  
Head, Accounting Unit



**NORMAN L. MARASIGAN**  
Director for Marketing

**A C K N O W L E D G E M E N T**


REPUBLIC OF THE PHILIPPINES)  
City of Quezon )S.S.

13 MAY 2011

BEFORE ME, a Notary Public, personally came and appeared DR. ALUMANDA M. DELA ROSA with Community Certificate Tax No. 10584927 issued at Quezon City on January 3, 2011 and Ms. PAULETTE C. VELASCO, with Community Certificate Tax No. DL# N04-74-02510 issued at \_\_\_\_\_ on January \_\_\_\_\_ known to me to be the same persons who executed the foregoing Contract consisting of seven (7) pages including this page wherein this Acknowledgement is written.

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

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Page No. 359  
Book No. XXII  
Series of 2011

NOTARY PUBLIC  
  
ATTY. DOMINADOR D. CABUS  
Notary Public until Dec. 31, 2011  
Commission No. NP-169  
PTR No. 4583103B/1-4-2011/QC  
IBP No. 801491/ 1-4-2011/QC  
Attorney's Roll No. 15337  
4-B Rocas Avenue, Quezon City  
MCLE No. III-0017041





