

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The **NATIONAL WAGES AND PRODUCTIVITY COMMISSION**, an attached agency of the Department of Labor and Employment with office address at 2nd and 3rd Floors, DY International Building, San Marcelino cor. Gen. Malvar Streets, Malate, Manila, represented by its Executive Director, **MARIA CRISELDA R. SY**, hereinafter referred to as the "**CLIENT**".

- AND -

ARM CORPORATE SECURITY SERVICES, INC., a private security agency duly organized and operating under and by virtue of the laws of the Republic of the Philippines, with business address at 28 Gladiola Street, Roxas District, Quezon City, Philippines, represented by **MS. ANA RUBINI N. BATARA**, in his capacity as President, hereinafter referred to as the "**SECURITY AGENCY**".

WITNESSETH:

WHEREAS, the **CLIENT** is desirous of securing and protecting its personnel, properties, and other similar interests at its office located at the 2nd and 3rd Floors, DY International Building, San' Marcelino corner Malvar Streets, Malate Manila, against theft, pilferage, robbery, fire and other wrongful acts by strangers and other parties;

WHEREAS, the **SECURITY AGENCY** proposes to provide protective security services to the **CLIENT** and the latter accepts the offer of services of the **SECURITY AGENCY** for the purpose of guarding, securing and protecting the properties of the client at the abovementioned address against theft, robbery, pilferage, arson, malicious mischief, acts of vandalism, or other unlawful acts which may be committed by strangers and other parties to the **CLIENT**;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein set forth, the parties do hereby agree that:

[Handwritten signatures and initials on the left margin]

I. NUMBER OF GUARDS

- 1.1. The SECURITY AGENCY shall initially provide the CLIENT during the contracted period with four (4) Security Guards who are physically fit, honest, of good moral character, duly licensed, bonded, properly uniformed and armed, and shall perform security services at the premises of the CLIENT.
- 1.2. The SECURITY AGENCY shall adopt the following guarding system and post guards in accordance thereof, in the premises of the CLIENT:
 - 2 guards - 1 guard with 8 hours day shift
1 guard with 8 hours night shift
 - 1 guard - 12 hours day shift
 - 1 guard - 12 hours night shift
- 1.2. The number of guards may be increased and decreased by the CLIENT at its sole option depending upon the security situation or the exigency of the service by giving SECURITY AGENCY at least seven (7) days prior written notice.

II. QUALIFICATION OF GUARDS

- 2.1. The SECURITY AGENCY undertakes to assign to the CLIENT security guards that possess the following minimum requirements:
 - a. Filipino Citizen.
 - b. Must be at least high school graduate.
 - c. With at least 3 years' security service experience.
 - d. Physically and mentally fit, at least 5'4" tall for male and 5'2" for female.
 - e. Must have undergone and passed regular security training and psychological/neuro-psychiatric examination.
 - f. Must be of good moral character, duly licensed and properly screened by the PNP, NBI and other government offices issuing clearances for employment.
 - g. Must be well-trained (to include safety officer and emergency preparedness training).
 - h. Must be courteous, honest and cooperative
- 2.2. In addition to the duties and responsibilities of safeguarding and protecting the CLIENT's properties and personnel working thereat, the SECURITY AGENCY shall periodically conduct security inspections

without any additional service charge or fees and recommend to the CLIENT measurement that would be necessary to safeguard the CLIENT's premises, personnel and properties.

III. UNIFORM AND EQUIPMENT

The SECURITY AGENCY shall provide the CLIENT with guards who shall always be in proper and complete uniforms with paraphernalia and security aids as may be necessary and called for under existing laws of PNP rules and regulations as follows:

- a. 2 firearms and ammunitions w/ valid license
- b. 2 handheld radio w/ spare battery and charger
- c. 2 heavy duty flashlight
- d. 2 baton
- e. 2 first aid kit
- f. 2 tear gas
- g. 2 search light/ Spotlight
- h. 2 logbook/Notebook/writing pen
- i. Hand Cuffs

IV. CONSIDERATION

- 4.1. For and in consideration of the **twelve (12) months** security services to be rendered by the SECURITY AGENCY to the CLIENT, the latter shall pay to the former, the total amount of **ONE MILLION NINE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED THIRTY SIX PESOS AND EIGHTY CENTAVOS (Php 1,935,136.80)** payable on a monthly basis.
- 4.2. It is understood that as a further consideration of this Contract, the SECURITY AGENCY undertakes to pay the security guards assigned to the CLIENT at least the applicable minimum wage rate, overtime pay and 10% Night Differential where applicable. The SECURITY AGENCY shall also pay five (5) days service incentive leave, 13th month pay, and other benefits provided by the law and to comply with the compulsory remittances of SSS, Philhealth and Pag-ibig premiums. Relative thereto, this Contract shall be deemed amended should a new Wage Order be issued increasing the minimum wage rate of workers in the private sector pursuant to Section 6 of Republic Act No. 6727 (The Wage Rationalization Act). In this connection, the CLIENT shall pay the government mandated wage increases including increases in the premiums of the SSS, Philhealth and Pag-ibig, where applicable resulting from the prescribed wage increase.
- 4.3. The SECURITY AGENCY shall submit a copy of the payroll of the personnel assigned to the CLIENT and proof of government remittances

(ie. SSS Philhealth and, *et al.*) to determine compliance with the agreed contract pay for each security guard per month.

- 4.4 Monthly billing shall be submitted to the CLIENT and payable within five (5) days from receipt thereof.

V. **OBLIGATIONS OF THE SECURITY AGENCY**

It is expressly understood and mutually agreed upon by the herein parties that the SECURITY AGENCY shall provide the CLIENT with security services and shall therefor be held liable for any loss or damage to any property of the CLIENT within the premises being guarded during a guard's tour of duty, unless the SECURITY AGENCY is able to provide an investigation conducted by representatives of the SECURITY AGENCY and the CLIENT that there is no fault or negligence on the part of the SECURITY AGENCY's guard. This Stipulation does not apply to the following cases:

- a. If the loss or damages incurred within an enclosed room or compartment to which the SECURITY AGENCY's Guard has no access except when doors, windows, locks or walls are broken to gain entry;
- b. If the loss or damage is solely and exclusively due to or arising from force majeure or fortuitous event;
- c. If loss or damage is due to acts or omission or fault of the employees of the CLIENT unless said employees have been assisted by or have enjoyed the convenience or cooperation of any guards or employees of the SECURITY AGENCY;
- d. If the property loss/damage is kept in storage and is not properly turned over to the SECURITY AGENCY except when doors, window, locks or walls are broken to gain entry.

VI. **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

- 6.1. There is no employer-employee relationship between the CLIENT and the security guards, the latter being the employees of the SECURITY AGENCY. The SECURITY AGENCY warrants to comply with its obligations as employer of the security guards, and hereby agrees to hold the CLIENT free from any liability, cause or causes of action, claims which may be filed against the SECURITY AGENCY under this Contract or under existing laws.
- 6.2. Neither the SECURITY AGENCY nor its guards/personnel shall be deemed the agent, representative, employees of the CLIENT. The SECURITY AGENCY shall assume full and sole responsibility for the payment of compensation, wage, salaries, overtime pay, and such other benefits for

injuries, death or ailments which may be suffered by its guards/personnel in course of performing the security services to the CLIENT pursuant to this Contract.

- 6.3. The SECURITY AGENCY shall, at its own expense, make periodic and appropriate inspections of the guards assigned in the CLIENT's premises, and shall exercise discipline, control, supervision and administration over the security guards/personnel assigned in the CLIENT's premises, in accordance with its rules and regulations. The CLIENT or its officers and supervisors shall have the right to inspect the guards of the SECURITY AGENCY for the purpose of determining the quality and acceptability of the services rendered by the SECURITY AGENCY personnel within its premises. It is expressly understood and agreed that the CLIENT may, at any time, request for the immediate replacement of any security guard/personnel of the SECURITY AGENCY assigned in the CLIENT's premises for reasons which the CLIENT believes to be prejudicial to its interests.

VII. OTHER TERMS AND CONDITIONS

- 7.1. It is further understood that the SECURITY AGENCY is an independent contractor and as such, it agrees to comply with all pertinent requirements of all labor laws, including the Social Security Act and other laws, local ordinances and pertinent rules and regulations of government authorities.
- 7.2. The SECURITY AGENCY is responsible for the direct supervision of the guards. However, the Administrative Division of the CLIENT may likewise exercise supervision over the guards.
- 7.3. Should there be malefactor that affects the interest of both the CLIENT and the SECURITY AGENCY, the parties herein undertake to extend assistance in the prosecution thereof giving necessary witnesses/evidence where applicable.
- 7.4. The SECURITY AGENCY shall ensure that the Guards to be deployed to the CLIENT are fully vaccinated.

VIII. DURATION

- 8.1. This contract shall be valid and effective for **twelve (12) months from 01 January 2024 to 31 December 2024** and may be renewed by mutual agreement of the parties and depending on the result of the evaluation that will be conducted before end of the contracted period.

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8.2. Upon breach of any of the terms and conditions contained in this contract by any party, the aggrieved party may terminate or cancel this contract by giving the other party written notice of termination thirty (30) days prior to intended date thereof.

8.3. Failure by the aggrieved party to exercise its rights to terminate or cancel this contract upon cause arising out of violation of any of the terms and conditions of this contract shall not be deemed as waiver to its rights herein provided or of future actions for termination or cancellation arising of frequent breaches.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature on the _____ day of _____ 2023 at the City of ~~Manila~~ **Quezon City**

JAN 18 2024

**NATIONAL WAGES AND
PRODUCTIVITY COMMISSION**

**ARM CORPORATE SECURITY
SERVICES, INC.**

By:

By:


Digitally signed by
Maria Criselda Robuldeja
Date: 2023.12.29 16:23:07
+0800'
MARIA CRISELDA R. SY
Executive Director IV


ARMA ROBINI N. BARATA, CSP, CSM
President

SIGNED IN THE PRESENCE OF:


ELVIRA P. JOTA
OIC, Deputy Executive Director


JOVITA C. MASIRAG, CSR, CSMS
Manager, Operations & Training

Certified Funds Available:

ROA No. : 02101101 2024-01-000005
Date : 1110 12024
Amount : 1,935,136.80

[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, this 18 day of JAN 2024, personally appeared:

Name	Competent Evidence of Identity	Date and Place of Issue
MARIA CRISELDA R. SY	Passport No. S0011997A	08 September 2017 Manila
ANA RUBINI N. BATARA	EB8773277	24 July 2013 Pasay City

who are known to me to be the same persons who executed and signed the foregoing instrument, and who acknowledged to me that this document is their free and voluntary act and deed, and that of the company they respectively represent.

This instrument consists of seven (7) pages including this page wherein the acknowledgment is written, signed by the parties and their respective witnesses and affixed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the 18 day of JAN 2024,
2023 at City of Manila.

QUEZON CITY

NOTARY PUBLIC

[Signature]
ATTY. JOSEPH B. EVANGELISTA
Notary Public for Quezon City
Appointment No. 205 until Dec. 31, 2024
Roll No. 37118 / IMP 2023/01-06-2023
PTR No. 5544254/01-02-2024/Quezon City
MCLE No. VII-0020032/06-01-2022
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[Vertical Signature]