

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT FOR SECURITY SERVICES, made and entered into by and between:

PAROLE AND PROBATION ADMINISTRATION, a government agency under the Department of Justice, existing under the laws of the Republic of the Philippines, with postal address at the DOJ Agencies Building, NIA Road Corner East Avenue, Diliman, Quezon City, Philippines, represented by its Administrator HON. MANUEL G. CO, hereinafter referred to as the "CLIENT";

- AND -

REDBIRD SECURITY AGENCY & SERVICES, INC., duly licensed, authorized and bonded watchman agency, with principal office at 3RD Floor, WC Bldg., Belarmino St., Bangkal, Makati City represented in this agreement by its General/Marketing Manager, MR. WILFREDO P. DELA CRUZ, JR., hereinafter referred to as "AGENCY";

- WITNESSETH -

WHEREAS, the "CLIENT" agrees to employ the services of three (3) security guards from the "AGENCY" to safeguard, secure and protect the employees, property and effects of the CLIENT from bodily harm, theft, pilferage, robbery, and other unlawful acts which may be committed by outsiders or third parties at its premises.

NOW THEREFORE, for and in consideration of the sum of SEVENTY-FIVE THOUSAND FOUR HUNDRED TWO PESOS AND NINETY-SEVEN CENTAVOS (P 75,402.97) for the services of three (3) security guards as monthly compensation for eight (8) hours duty, the same sum to be disbursed into two (2) payments of which is due and payable at the 15th day of each month and the balance shall become due and payable at the end of each calendar month, both parties have jointly agreed on the following terms and conditions:

1. That the AGENCY shall subject to the prior request and instructions of the CLIENT, detail the said guards at the aforesaid establishment to provide maximum security under the circumstances and shall be subject to rules and regulations governing actions and conduct of the CLIENT's officials and employees. The said guards shall perform their assigned duties for eight (8) hours duty daily.

2. That the AGENCY shall:

- a. Strictly implement guard rotation;
- b. Provide at least two (2) portable radios;
- c. conduct Weekly field inspection to monitor 24-hour tour of duty; and
- d. Strictly supervise vehicles' parking space, exit and entry to avoid traffic congestion and delay.
- e. Strictly monitor the time of arrival and departure of the security guards.
- f. Assure, secure and guarantee the Security Guards' compliance with and obedience to the CLIENT's special instructions from time to time under this CONTRACT and/or existing and applicable laws and rules;

3. abide and comply with the provisions of the New Labor Code, the Rules and Regulations Implementing the Labor Code, Civil Code, Wage Orders, Presidential Decrees and all related labor and social legislations and all applicable laws and rules which affect the Security Guards' salary, working hours a day, in connection with the guarding and security duties under this Contract; Provided That, the AGENCY holds the CLIENT free and harmless from any and all claims which the security guards may have against the AGENCY based on the provisions of the forestated laws. In the event of suit by the security guards against the CLIENT, the AGENCY shall defend the CLIENT against such suit and immediately reimburse the CLIENT of any amount the CLIENT is ordered by the judicial, quasi-judicial or administrative body to pay in the event of adverse decision, award, or judgment, respectively;

4. That the AGENCY shall assume full responsibility for the acts of its Security Guards and shall indemnify the CLIENT for any injury, loss or damage to the person or property of the CLIENT which is attributable to or caused by the willful and deliberate act and/or omission, wanton neglect of duty, gross negligence of guards or other personnel assigned by the AGENCY.

In no case shall the AGENCY be liable for loss or damage incurred or sustained by CLIENT as a consequence, whether direct or indirect, or occasioned by force majeure or fortuitous events under this Contract;

"Nonetheless, the AGENCY shall still be liable for loss or damage if it was proven that the guards assigned did not exercise due diligence to prevent or minimize such loss or damage before, during or after the occurrence of force majeure or fortuitous event;"

The parties further agree that the AGENCY shall not be liable or responsible for loss, injury, damage sustained by the CLIENT under the following circumstances:

- a) In cases where the loss, damage or injury occurred inside a locked or closed building, office, room or premise in which the AGENCY or its security personnel has/have not or is/are denied access to unless it be established that a door, window or any part of the locked building, room, office or premise was forcibly opened and was not reported to the CLIENT by the Guard-on-duty within twenty four (24) hours from the time of the incident;
- b) In cases involving loss or damage of small properties, items or personal belongings which can be easily concealed, carried or hidden in their persons;

The CLIENT shall not deduct from or withhold payment of the amounts or compensation due to the AGENCY or from the bond posted by the latter, if any, for the value, cost or sum of any damage or injury the CLIENT may sustain without the following conditions having been first set;

- a) The fault, guilt or negligence of the AGENCY's guard or personnel must be established upon reasonable investigation wherein both parties are given the opportunity to be heard;
- b) The value, expense or cost of the damage or injury has been ascertained by mutual agreement of the parties;

5. That the CLIENT shall have the right to inspect at times the guard detailed or assigned by the AGENCY at the premises and to request for a change, replacement or substitution of the Security Guard or personnel for legitimate reasons;

The CLIENT may, from time to time, make recommendations and suggestions with respect to actual performance and conduct of security services by the AGENCY's personnel; provided, however, that nothing in this Agreement shall be construed as to deprive the AGENCY of its right to replace, substitute, transfer or discipline its personnel for any cause it may deem proper, in which case the CLIENT shall be given prior notice of the substitution or replacement;

6. That the CLIENT shall deduct and withhold tax on the AGENCY fee only as required by Revenue Memorandum Circular No. 39-2007, Clarifying the Income Tax and VAT Treatment of Agency Fees/Gross Receipts of Security Agencies Including the Withholding of Taxes Due thereon.

7. That the AGENCY's President/General Manager, or any of his duly authorized representative shall be the only person whom the CLIENT recognizes with the guarding duties or services rendered; Provided further that, on matters pertaining to the collection or compensation or any other benefits for the security guards so detailed under this CONTRACT, the AGENCY may authorize in writing, any person on whom it has full trust and confidence;

8. That non-payment/under payment/non-remittance (of the cost of labor, SSS premiums, Medicare, ECC contributions, 13th month pay, five days incentive bonus, tax and others which are due to the government) by the AGENCY shall constitute a breach of the foregoing contract which shall entitle the CLIENT to rescind/pre-terminate the said contract.

9. That this CONTRACT shall take effect on January 01, 2017, and shall continue in force until December 31, 2017. Within the said period, the CLIENT may terminate this

CONTRACT with or without cause and without need of judicial intervention upon fifteen (15) days written notice to the AGENCY. Provided That, if the CLIENT serves no written notice of termination to the AGENCY within fifteen (15) days prior to the expiration of this CONTRACT, this CONTRACT shall continue in full force and effect under the same terms and conditions as herein provided.

IN WITNESS WHEREOF, the Parties have hereunto signed this CONTRACT in _____, Metro Manila, Philippines, this 13 day of July, 2017.

PAROLE AND PROBATION
ADMINISTRATION

By:

MANUEL G. CO
Administrator

REDBIRD SECURITY AGENCY &
SERVICES, INC.

By:

WILFREDO P. DELA CRUZ JR.
President & General Manager

Signed in the Presence of:

Witness

Witness

ACKNOWLEDGEMENT

FUNDS AVAILABLE

Amount : P226,208.91

Object : 50212030-00

SOA No. : 2-101-101-17-01-017

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

NOR-AIN D. DIMACUTA

Chief Accountant

BEFORE ME, A Notary Public, for and in the City of _____
appeared:

| NAME | VALID ID NO. | DATE | PLACE ISSUED |
|----------------------------|----------------------------------|---------|-----------------|
| MANUEL G. CO | Driver's Lic. No.: A04-02-001285 | 8-19-17 | Quezon City |
| WILFREDO P. DELA CRUZ, JR. | Driver's Lic. No.: N1184027700 | 6-22-17 | Quezon City |

both known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their voluntary act and deed.

This document consists of three (3) pages including this page on which this acknowledgment is written and that the parties herein, together with their material witnesses, have affixed their signatures on the left hand margin of each and every page and at the bottom of this page.

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

ATTY. JOSEPH M. MANUEL
NOTARY PUBLIC
UNTIL DEC. 31, 2018
P.D. # 4520123
ROLL OF ATTORNIES 10338
MAKATI CITY

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Republic of the Philippines
Department of Justice
PAROLE AND PROBATION ADMINISTRATION
DOJ Agencies Bldg., NIA Road, Diliman
Quezon City
Tel. No.: 02-927-00-04 <http://probation.gov.ph>

NOTICE OF AWARD

REDBIRD Security Agency & Services, Inc.
3rd Floor WC Bldg., 2438 Belarmino St.,
Bangkal, Makati City

ATTENTION:

MR. RUEL C. PILAPIL
Operations Manager

Please be informed that your bid submitted and opened on November 7, 2016 for the supply of **security services for CY 2017 in the amount of Nine Hundred Four Thousand Eight Hundred Thirty Five Pesos and 64/100 (Php904,835.64)** as evaluated in accordance with the guidelines for Public Bidding of the Revised Implementing Rules and Regulations of R.A. 9184 is hereby accepted.

You are hereby required to post a performance security immediately pursuant to Section 39 of R.A. 9184 and prior to the signing of the contract. Failure to provide the performance security shall be ground for cancellation of the award and forfeiture of the bid security.

MANUEL G. CO, CESO I
Administrator

Conforme:


REDBIRD Security Agency & Services, Inc.

Date: 1-9-17