

CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT for Security Service, entered into this ^{SEP 14 2012} day of August 2012 by and between:

Romeo B. Tarrayo
PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE (PCOO), a government office duly authorized and existing under and by virtue of the laws of the Republic of the Philippines, with official address at New Executive Building, J.P Laurel Street, Malacañang, Manila, represented in this contract by its Head, SECRETARY HERMINIO B. COLOMA, JR., hereinafter referred to as the "CLIENT";

and

PROTECTORS OF ASSETS AND PERSONNEL SERVICES, INC., a security agency organized and existing under and by virtue of the laws of the Philippines, with office address at Everlasting cor. Cadena de Amor Streets, United Parafiaque Subd., IV, Parafiaque City and represented in this contract by its President, GEN. ROMEO B. TARRAYO, AFP (Ret.), hereinafter referred to as the "SERVICE AGENCY".

WITNESSETH:

WHEREAS, the client is desirous of engaging the services of the SERVICE AGENCY's licensed security guards for assignment at the CLIENT's premises located at New Executive Building, J.P Laurel Street, Malacañang, Manila;

WHEREAS, the SERVICE AGENCY is a duly licensed private security agency, and is ready, willing and able to provide licensed security guards to safeguard and protect the CLIENT's properties as stated in the inventory of the CLIENT and verified by the SERVICE AGENCY;

NOW, THEREFORE, for and in consideration of the foregoing premises, and stipulations hereinafter set forth, the parties hereto do hereby agree and stipulate as follows:

I. RESPONSIBILITIES AND RIGHTS OF THE SERVICE AGENCY:

1. The SERVICE AGENCY, shall provide CLIENT with security guards qualified in accordance with the Private Security Agency Law and the implementing rules and regulations of the Philippine constabulary Supervisory Unit for Security and Investigation Agencies;
2. The SERVICE AGENCY shall provide and make available to the CLIENT ten (10) security guards with shifts provided for in Annex A, attached to this contract and forms as an integral part hereof. The CLIENT may, depending on the requirements of the service, request the SERVICE AGENCY to increase or decrease the number of security guards upon written notice to the SERVICE AGENCY;
3. The SERVICE AGENCY warrants the proper performance of duties of the security guards detailed with the CLIENT;
4. The SERVICE AGENCY will provide on its own account, additional services such as inspection of guards, investigation of irregularities and other special services

provided the same will not interfere with the operation of the business of **CLIENT** in the premises; and

5. The **SERVICE AGENCY** shall comply with Section VII or the Technical Specifications provided for in the Bid Documents which is attached hereto as **Annex B** and forms as an integral part of this agreement.

II. RESPONSIBILITIES AND RIGHTS OF THE CLIENT:

1. The **CLIENT** shall have the right to inspect the guards detailed on its premises and may compel the **SERVICE AGENCY** to relieve or discharge any guard for reason of doubtful trustworthiness, dependability and efficiency;
2. The **CLIENT** shall not be responsible for any claim for personal injury or damage including death caused either to any of the guards or to any third person where such injury or death arises out of, or in the course of the lawful performance of security function of said guards. In the event the **CLIENT** will be compelled by lawful orders to pay for personal injury or damage as aforesaid, **SERVICE AGENCY** hereby warrants that it shall immediately reimburse **CLIENT** of such amount; and
3. The **CLIENT** obliges itself to report in writing to **SERVICE AGENCY** the existence of any loss or damage due to negligence of the security guards to **CLIENT's** properties, except small items easily and readily concealed in pockets, bags, handbags, attaché case, etc. not subject to search, within three working days after its occurrence or discovery. Otherwise, the **CLIENT** shall automatically deduct any amount from the billing of the latter to the former, which will be reimbursed upon **SERVICE AGENCY's** proof of no fault or negligence on their part. In cases where such loss or damage is due to fortuitous event or force majeure, **SERVICE AGENCY** shall be deemed free from any responsibility or financial liability provided there is no fault of negligence on their part.

III. RESPONSIBILITIES AND RIGHTS COMMON TO BOTH CLIENT AND SERVICE AGENCY:

1. The **CLIENT** and **SERVICE AGENCY** agree that any and all action arising from this Agreement shall be filed before the proper courts of competent jurisdiction in the City of Parañaque; and
2. The **CLIENT** and **SERVICE AGENCY** represent and warrant that at the time of the execution of this Agreement, the performance and observation of the terms and conditions hereof are duly authorized and approved by their respective Boards or deciding authority and, will not conflict with or constitute breach of the laws governing them.

IV. EMPLOYER – EMPLOYEE RELATIONSHIP:

1. The **SERVICE AGENCY** agrees to hold **CLIENT** free from any and all liabilities or claims which may be filed by security guards by reason of their employment under this agreement or under provision of any labor laws; and
2. It shall be understood hereinafter that no employer-employee relationship arises out of this agreement and that the personnel of the **SERVICE AGENCY** assigned in the **CLIENT's** premises or jurisdiction remain to be the former's employee and the latter will not in any way be responsible for any act of misdemeanor and/or any claim(s) that may arise relating to or in connection with their employment with **SERVICE AGENCY**.

V. TERM OF CONTRACT:

1. This contract shall take effect on **1 September 2012 up to 31 August 2013**;
2. After the expiration of this contract, the same service agency will be deemed on a hold-over capacity until such time as another public bidding for the security service requirement of the **CLIENT** shall be conducted, subject to the rules and regulations imposed by the Government Procurement Policy Board (GPPB); and
3. Either party may terminate this contract for a legal and valid cause at any time by giving written notice to other party not later than thirty (30) days prior to the intended date of termination.

VI. MODE OF PAYMENT:

1. Client agrees to pay the amount of **TWO MILLION FOUR HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE PESOS AND THIRTY SIX CENTAVOS (P 2,488,455.36)**, to be paid monthly, subject to existing government accounting and auditing rules and regulations. Such contract price is for engaging the services of ten (10) security guards. The monthly payment shall be paid in two (2) equal installments, to be paid within seven (7) days from receipt of the statement of account or billing statement; and
2. Should the **CLIENT** require the **SERVICE AGENCY'S** personnel to render services beyond their regular working hours/schedule, the **CLIENT** agrees to pay the corresponding overtime compensation computed based on the existing provisions in the labor code. All overtime shall be covered with a written authorization from the **CLIENT**.

VII. AMENDMENTS AND REVISIONS:

1. Any amendment or revision to this contract may be executed through a supplemental contract which shall be agreed upon mutually by both parties.

VIII. PERFORMANCE BOND:

1. The **SERVICE AGENCY** shall furnish the **CLIENT** a Performance Bond in the amount **five percent (5%)** of the total price if performance security be in cash or cashier's/manager's check or **thirty percent (30%)** if performance security be in surety bond to cover obligations arising from the contract as provided for in Section 33.2 of the Bidding Documents and shall remain and continue to be in full force and effect for as long as the contract subsists.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract of Agreement this 14 day of August, in the City of Manila.

**PROTECTORS OF ASSETS AND
PERSONNEL SERVICES, INC.**

By:



GEN. ROMEO B. TARRAYO, AFP (Ret.)
President

**PRESIDENTIAL COMMUNICATIONS
OPERATIONS OFFICE**

By:


HON. HERMINIO B. COLOMA, JR.
Secretary

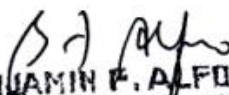
SIGNED IN THE PRESENCE OF:



Both of whom are known to me and to me known to be the same persons and executed the foregoing instrument and they acknowledged to me that they signed and executed the same as their free act and deed and of their company they respectively represent.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal at QUEZON CITY Philippines, on this _____ of SEP 14 2012, 2012.

Doc. No. 178;
Page No. 36;
Book No. 10;
Series of 2012.


BENJAMIN F. ALFONSO
NOTARY PUBLIC
UNTIL DEC. 31, 2012
PTR NO. 6031772-1/2/12
IBP NO. 128614-3/12/11
ROLL NO. 13296-3/12/59
MCLE 11-0020276-8/9/11