

## SECURITY SERVICE CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract executed and entered into by and between:

**AGRICULTURAL CREDIT POLICY COUNCIL**, an Agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 28<sup>th</sup> Floor One San Miguel Condominium Bldg., San Miguel Ave., corner Shaw Blvd., Ortigas Center, represented herein by its **Executive Director, MS. JOVITA M. CORPUZ**, hereinafter referred to as the "**CLIENT**".

-and-

**ALARM SECURITY AND INVESTIGATION SERVICES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 2<sup>nd</sup> Floor, The Link Centre Condominium, No. 2 Gen. Atienza St., San Antonio Village. Brgy. San Antonio, Pasig City represented herein by its **President, ENGR. DANILO N. APARIS, CSP, CPP**, hereinafter referred to as the "**AGENCY**";

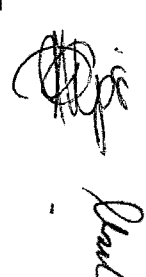
### WITNESSETH:

WHEREAS, the CLIENT is desirous of engaging the services of the AGENCY for the purpose of protecting its officials and employees from bodily harm and safeguarding its properties and records from vandalism, pilferage, arson or other unlawful acts by its employees, strangers or third persons as well as enforcing and implementing the CLIENT's rules, policies, and regulations relative to the maintenance of security and safety thereat.

WHEREAS, the AGENCY which is duly licensed to operate under the provisions of Republic Act. No. 5487, as amended, has represented that it can provide the requirements of the CLIENT, hence offers its services for the above-mentioned purpose.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereunder set forth, the PARTIES hereto have mutually agreed and do hereby agree as follows:

1. The AGENCY shall provide the CLIENT with qualified, well-trained, uniformed, and bonded security guards duly licensed by the Philippine National Police with the following qualifications:
  - a. Not less than 5'5" in height and not less than 120 lbs in weight
  - b. Bonded for P 5,000.00 each;
  - c. At least 2<sup>nd</sup> year college or its equivalent
  - d. Physically and mentally fit, and not less than 21 nor more than 40 years of age, and
  - e. of good moral character and cleared by law enforcement agencies.



2. As required by the CLIENT, the AGENCY shall provide the CLIENT with **Three (3)** Security Guards who will work **EIGHT (8)** hours duty daily 7 days a week, including Sundays and Holidays at the clients premises.

3. For and in consideration of the services to be rendered by the AGENCY, the CLIENT shall pay the AGENCY the amount of **Twenty Two Thousand Four Hundred Sixty Four Pesos & 13/100 (P22,464.13)** per guard per month for **Eight (8) hours** duty daily, inclusive of 12% VAT (see **Attachment "A" Cost Breakdown**), payable every 15<sup>th</sup> and end of the month upon presentation of the corresponding statement of account by the AGENCY to the CLIENT in accordance with the Cost Distribution issued by the Philippine Association of Detective and Protective Agency Operators (PADPAO) Inc. based on the provision of Wage Order No. NCR-18 dated 01 January 2014.

4. Should there be any law, from date of this contract, granting employees living or other allowances and or increase in minimum wage or monthly contract rate as maybe promulgated by PADPAO-Philippine National Police, the authorized body that regulates the activities of security agencies, the rate as stated above shall be subject to adjustment accordingly upon mutual agreement of the parties.

5. The AGENCY hereby warrants that all benefits accruing to the security Guards by reason of this Contract shall be given to them or be remitted to the proper government agencies. Any complaint for violation of this provision by the Agency shall cause the termination of this Contract and shall be solely responsible and liable for the attendant penalties provided for under Republic Act. 8188.

"The employer concerned shall be ordered to pay an amount equivalent to double the unpaid benefits owing to the employees provided, the payment of indemnity shall not absolve the employer from the criminal liability impossible under this Act."

The Client may from time to time require proof of remittance to be submitted by the AGENCY. Submission to the CLIENT of copy of remittance of contributions to the government shall be done by the AGENCY on a quarterly basis.

6. It is understood and agreed that the guards or any person of the AGENCY assigned at the CLIENTs' premises are in no sense employees of the CLIENT as they are, for all intents and purposes under contract with the AGENCY. Therefore, the AGENCY shall be solely responsible for any fault or negligence of the said guards during their watch hours; the CLIENT being specifically released from any and /or all liabilities to third persons arising from fault or negligence of the security guards of the AGENCY.

7. The AGENCY acknowledged its duty not to disclose any confidential information that will be given or learned in connection with the work done by the guards, without written permission of the CLIENT.

8. The AGENCY shall be responsible for the losses or damages to the property of the CLIENT whenever there is a clear showing that the door, window or other points of entrance/exit were subjected to force; properties issued by the CLIENT to their employees like assorted vehicles with their spare parts, and accessories other equipment which were damaged or lost by employees concerned including other office equipment like desk, pens, calculators and cash money kept in the drawers of the employees are excluded from the coverage of this contract, however, company vehicles and accessories parked at the premises of the CLIENT and turned over to the guard on duty for safe guarding shall be the sole responsibility of the AGENCY.

Also, losses of materials and supplies inside warehouse and other office matters not properly turned over to the guard and those attributable to inventory errors such as ghost deliveries, under and over issues, tampering of stock cards, incorrect counting of issuance and receipt of deliveries caused by CLIENTS' warehouse keepers shall be excluded from this coverage, provided further, that the AGENCY shall indemnify the CLIENT for any loss or damage to the property after having received official report or communication thereof in writing from the CLIENT within forty-eight (48) hours from the date of occurrence of such loss or damage and proper and thorough impartial investigation shall have been conducted showing that such loss or damage are due to and traceable solely to the negligence on the part of the AGENCY. If in case the CLIENT or the AGENCY are either or both not satisfied with the results of the investigation, both parties can request any independent police authority and/or licensed law enforcement agency to conduct the final investigation.

The AGENCY hereby agrees to guard the premises of the CLIENT and assume responsibility for the proper performance of duty of the security guards in accordance with the General Orders promulgated by the Philippine National Police and specific orders or instructions of the CLIENT.

9. It is expressly agreed further that the CLIENT may, upon notice to the AGENCY, request for the replacement of any guard assigned to the CLIENT under this Agreement. However, the AGENCY retains direct control and supervision over the activities of the security guards deployed to the CLIENT.

10. This Contract shall be for a definite period of eight months from **January 1, 2015 to December 31, 2015** and maybe terminated before the said expiry date for cause by either party after giving one (1) month prior written notice to the other. In the absence of notice of non-renewal or termination, this contract is deemed renewed on a month-to-month basis.

IN WITNESS WHEREOF, the parties hereto, by their respective representatives hereunto duly authorized, sign this instrument in the City of Pasig this 1<sup>st</sup> day of January 2015.

ALARM SECURITY & INVESTIGATION  
SERVICES INC.,

By:



ENGR. DANILO N. APARIS, CSP, CPP  
President

AGRICULTURAL CREDIT POLICY  
COUNCIL

By:



MS. JOVITA M. CORPUZ  
Executive Director

SIGNED IN THE PRESENCE OF:

1.  1LT NOLI D. OREJAS, CSP, CST

2.  MS. VERONICA SANTOS

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
City of QUEZON CITY ) S.S.

BEFORE ME, a Notary Public in and for the City of Quezon City personally came and appeared the following:


**DANILO N. APARIS**  
Passport No. EB7531069  
Issued on March 2, 2013  
At Manila, Philippines



**JOVITA M. CORPUZ**  
CTC NO. 07793701  
Issued on Jan. 14, 2014  
At Quezon City

known to me and to me known to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page of the acknowledgement and acknowledged to me that the same is of their own free will and voluntary act and deed and the deed of their respective entity herein represented.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of 29 JAN 2015 2015 at Quezon City.

Doc. No. 288  
Page No. 58  
Book No. 3  
Series of 2015.

  
**ATTY. RAMIRO S. OSORIO**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2015  
PTR NO. 0377560  
JAN. 15, 2015, QUEZON CITY  
IEP NO. LIFETIME 016907, QUEZON CITY, JAN. 4, 2000  
ROLL NO. 35267

**Alarm Security and Investigation Services, Inc.**

Cost Distribution Per Month

(Based on 8Hr Rate)

Wage Order # NCR-18

**ACPC**

**Proposed Rate  
Effective  
1-Jan-15**

**8 Hours**

Number of days in a year (Multiplier)

**393.5**

**SCHEDULE 1:**

**AMOUNT DIRECTLY PAID TO SECURITY GUARD**

Let W = New Daily Wage

**P 451.00**

1.1. Average Pay/Month = "W" x 393.5 / 12

**P 14,789.04**

1.2. Night Differential = Ave. Pay / 3 x .10

**492.97**

1.3. 13th Month Pay = "W" x 365 / 12 / 12

**1,143.16**

1.4. 5 Days Incentive Pay = "W" x 5 / 12

**187.92**

1.5. COLA NCR-18 (P15.00/day x 377 / 12)

**471.25**

1.6. Uniform Allowance

**100.00**

**A.TOTAL AMOUNT DIRECTLY TO GUARD**

**P 17,184.34**

**SCHEDULE 2:**

**AMOUNT PAID TO GOVERNMENT IN FAVOR OF GUARD**

2.1. Retirement Benefit = "W" X 22.50 / 12 (RA5487)

**845.63**

2.2. Social Security System ( Employer's share )

**1,178.70**

2.3. Phil.Health ( Employer's share )

**175.00**

2.4. EC / State Insurance Fund

**30.00**

2.5. Pag-Ibig Fund (RA7742)

**100.00**

**TOTAL AMOUNT TO GOV'T IN FAVOR OF THE GUARD**

**P 2,329.33**

**TOTAL AMOUNT TO GUARD AND GOVERNMENT**

**P 19,513.66**

**SCHEDULE 3: OTHER COSTS**

3.1. ADMINISTRATIVE OVERHEAD & MARGIN

**P 2,634.34**

**SCHEDULE 4: TAXES TO GOVERNMENT**

4.1. VAT (12%)

**P 316.12**

**TOTAL RATE PER SECURITY GUARD**

**P 22,464.13**

Rate Per Hour


**92.32**

Monthly Rate Per SG x No. of Guards

**67,392.38**

Total Monthly Rate x 12 Months (ABC)

**P 808,708.56**

  
**ENGR. DANILO N. APARIS, CSP, CPP**  
President