

CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

EX-BATAAN VETERANS SECURITY AGENCY, INCORPORATED, a duly licensed security agency with office and postal address at 1730 Yakal Street, Tondo Manila represented in this act by its President/General Manager **MR. LEONARDO C. CASTRO III**, hereinafter referred to as the "**AGENCY**";

-and-

PRESIDENTIAL COMMISSION FOR THE URBAN POOR, a government agency created and organized under Executive Order No. 82 dated December 8, 1986 as modified by Memorandum Order No. 82 dated January 22, 1987 with principal office at **1115 DHC Building, EDSA, Quezon City** represented in this act by its Chairman/CEO, **MR. HERNANI B. PANGANIBAN**, hereinafter referred to as the "**CLIENT**".

WITNESSETH:

WHEREAS, the **CLIENT** is concerned with the safety and security of its personnel, properties and other interests located at **1115 DHC Building, EDSA, Quezon City** and needs to protect it from losses and damages arising from arson, theft, pilferage and other unlawful acts and that **AGENCY** had offered to guard and protect the same;

NOW, THEREFORE, for and in consideration of the above-mentioned premises and under the terms and conditions herein setforth, the parties do hereby agree on the following, That:

1. The **AGENCY** shall provide the **CLIENT** with guards who are mentally and physically fit to perform security and surveillance services at the above-mentioned address and who shall render security escort to and from the **CLIENTS** bank and its office without any additional compensation or hazard pay.
2. The **AGENCY** shall assign only those guards who are duly licensed, of good moral character, and without previous criminal records subject to the **CLIENTS** approval;
3. The **AGENCY**, at its own expense, deploys a regular inspector twice a week to the **CLIENTS** office to check and monitor the performance of its detailed guards. The inspector shall, after the conduct of his inspection, report to the **CLIENT'S** Administrative Officer of his authorized representative;
4. The **AGENCY** shall be solely and exclusively responsible to its security guards for their compensations, claims and other benefits including the cost of living allowances and salary increases due them under the law and shall furnish the **CLIENT** with names, addresses and other personal information of the security guards concerned.
5. The **AGENCY** undertakes at its own expense the following equipment in order to effectively meet its security requirements to the **CLIENT** for operational use, conducting inspection of security guards assigned to the latter and for such other purposes to ensure efficient security services, to wit:
 - a. Communication Equipment- two (2) handheld radios.
 - b. Firearms and ammunitions, Revolver Cal. 38 or Shotguns Ga 12, the number of firearms of which shall not exceed one (1) firearm for every two (2) security guards.

- c. Other support equipments/facilities
 - 1. Two (2) units metal detector
 - 2. One (1) set of flashlight for each guard
 - 3. Sufficient logbooks and stationeries for the duration of the contract
 - 4. First Aid kit for each guard
- d. For bank escorts – the **AGENCY** will provide additional guards and firearms as needed by the **CLIENT**.
- e. Unusual Events – if any event such as strike or riot, the **AGENCY** shall provide additional trained guards, firearms and other equipment, such as truncheons, clubs, etc, to be used for the purpose at any time that maybe called upon by the **CLIENT**.
- f. Training of guards – the **AGENCY** shall undertake in-service training of the security officers and guards mandated by R.A. 5487 as amended and/or security seminars, as the case maybe, to upgrade the competency, discipline and efficiency of the guards leading to professionalism in the security industry. Expenses incurred during these activities shall be borne by the **AGENCY**.
- g. Fringe benefits and financial assistance to be extended to the guards of the **AGENCY** are also offered/undertaken, as follows:
 - 1) Free hospitalization of not more than P 15,000.00 if hospitalized for three (3) or more days due to sickness or injury except for venereal diseases, voluntary abortion, normal delivery of a child or injury caused by malicious mischief, self-inflicted or negligence on his/her part;
 - 2) Death benefit in the amount of P 25,000.00 for the guard more or less.
 - 3) Cash assistance in the amount of P 1,000.00 to the guard who maybe a fire victim;
 - 4) Free legal assistance to the guard who, while on duty caused injury or death to a person for defending himself or the interest of the **CLIENT** as well as the **AGENCY**.
- h. Financial Assistance:
 - 1. Upon request, cash advance is granted to the guard.
 - 2. Salaries of all guards are paid regularly regardless of whether or not the billing is collected.
 - 3. Insurance Benefit – each guard is insured in a reputable insurance company.
- 6. That the security guards assigned to the **CLIENT** shall at all times perform their functions to the best of their abilities, observe and accord respect and courtesy to all officials and employees of the **CLIENT** as well as to its patrons and clients;
- 7. That the **AGENCY** must ensure that all of its security guards are free of vices like drinking, gambling, and other bad habits detrimental to their work performance.
- 8. The **AGENCY** shall require all its security guards detailed with the **CLIENT** to be properly dressed and in complete uniform in accordance with the rules and regulations prescribed by the PNPSAGSD, Camp Crame, Quezon City;



9. The **CLIENT** reserves the right to select the security guards from among the available duly licensed security guards of the **AGENCY**. In addition, the **CLIENT** reserves the right to change, replace and/or substitute any of the assigned security guards without the necessity of giving any reason thereto;
10. The **AGENCY** reserves the right of control and supervision over the security guards detailed with it and as such it has the right to give instructions as to the manner of performance of their services, including control over their texting habits especially while they are on duty.
11. The **AGENCY** assumes full responsibility for any loss and damage which may occur or be suffered by the **CLIENT** to any of its properties during the watch hour of the **AGENCY'S** security guards except those directly resulting from "acts of God", provided that, if after due investigation by representatives of both parties, the guards are found to be negligent or have failed to exercise due diligence as required by him under the circumstances, the **AGENCY** shall likewise assume full responsibility.
12. The Client agrees to pay the **AGENCY** for Five (5) security guards at the rate of **TWENTY TWO THOUSAND SEVEN HUNDRED NINETY PESOS & 50/100 (P22,790.50)** per guard per month of 8-hour daily duty. Billing payment shall be made every 15th and 30th day of each month for the duration of this contract of the condition that in any event the minimum wage increase by virtue of a Presidential Decree, letter of instructions or any law is promulgated that will affect the wages and/or benefits of the security guards, this rate of contract will be increase proportionately and in accordance with the Memorandum of Agreement that will be approved by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) to this effect.
13. The **CLIENT** may from time to time, request that the number of guards be increased or decreased with the monthly rate proportionately adjusted as the case maybe.
14. This Contract shall remain in full force and effect commencing 01 January 2013 to 31 December 2013. Upon the expiration of this Contract, it shall be renewed by a new written agreement of the parties thereto;
15. It is the essence of this Agreement that the relationship of the parties be based on utmost trust and confidence and that, therefore either may terminate this Contract at anytime for any cause upon fifteen (15) days prior to written notice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature at _____ on _____.

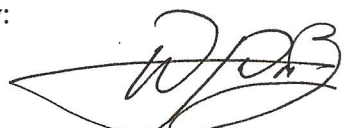
**PRESIDENTIAL COMMISSION FOR
THE URBAN POOR**

By:


HERNANI B. PANGANIBAN
Chairman/CEO
12/23/13

**EX-BATAAN VETERANS SECURITY
AGENCY, INCORPORATED**

By:


LEONARDO C. CASTRO III
President/General Manager

SIGNED IN THE PRESENCE OF:

1. 
ALICIA S. DIAZ
ADMINISTRATIVE OFFICER V

2. _____

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the ~~CITY OF MANILA~~ Philippines
this _____ day of FEB 19 2013, personally appeared as follows:

<u>Name</u>	<u>Res. Cert. No.</u>	<u>Date Issued</u>	<u>Place Issued</u>
1. Leonardo C. Castro III	_____	_____	<u>Manila</u>
2. Hernani B. Panganiban	<u>13710241</u>	<u>01-15-13</u>	<u>Quezon City</u>

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

FEB 19 2013

WITNESS MY HAND & SEAL this _____ day of _____ at _____, Philippines.

CITY OF MANILA

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Series of 2013.

ATTY. ISRAEL E. PEREN
NOTARY PUBLIC - CITY OF MANILA
UNTIL DECEMBER 31, 2013
PTR. No. 1415652 - JAN. 2, 2008-MLA
IBP No. 86798812/06/11-MLA
TIN No. 183-660-611 ROLL NO. 2872
MCLE COMPLIANCE No. 00095