

SECURITY SERVICES CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT entered into and executed this ____ day of DEC 23 2024 2024, at Batangas City, Philippines by and between:

The NATIONAL TELECOMMUNICATIONS COMMISSION REGION IV-A, a Government Agency duly organized and existing under the laws of Republic of the Philippines, with business address at Diversion Road, Barangay Bolbok, Batangas City, Philippines, represented in this act by its Regional Director, ENGR. ROLANDO DS. SAN LUIS, hereinafter referred to as the "CLIENT".

and

D' GREAT STALLION SECURITY AGENCY, INC, a Corporation duly created, organized and existing under the laws of the Republic of the Philippines, having a principal office address at Villa Lourdes Subdivision, Barangay Mataas na Lupa, Lipa City, Philippines, represented by its General Manager, SERGION P. MANACOP CSP, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the CLIENT being in need of security services has agreed to avail of the services of the AGENCY to provide protection to its properties and assets against theft, pilferage, arson, vandalism, robbery, damage or loss, malicious mischief, trespass and other unlawful acts by strangers or third persons;

WHEREAS, the security services to be provided must extend to the CLIENT's officers, employees, visitors and/or clients while they are within the premises and its immediate vicinity and outside of the premises;

NOW THEREFORE, for and in consideration of the foregoing terms and conditions and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree as follows:

I. PLACE OR LOCATION

The AGENCY shall provide adequate security services and protection of the CLIENT's premises, its officers and properties located at NTC Building, Diversion Road, Barangay Bolbok, Batangas City.

II. FUNCTONS AND DUTIES OF THE SECURITY GUARDS

The AGENCY through its security guards deployed in the CLIENT's premises shall have the following functions and duties:

- 1. Secure, protect and guard the CLIENT's properties and assets against theft, pilferage, arson, vandalism, robbery, damage or loss, malicious mischief, trespass and other unlawful acts by strangers or third persons;
2. Secure, protect and guard the CLIENT's officers, employees, visitors and/or clients from assault, harassment, threat and intimidation within the CLIENT's premises and its immediate surroundings;
3. Maintain peace and order within the premises of the CLIENT and its immediate surroundings;

4. To provide from time-to-time escort services to the **CLIENT's** personnel in the performance of their official function or assigned duty as may be required;
5. At no extra cost to the **CLIENT**, the **AGENCY** shall provide augmentation guards on every special occasion which includes, but not limited to, NTC Anniversary, NTC Christmas Party and other special events;
6. Cause the implementation or enforcement of any and all written rules, regulations or directives issued by the **CLIENT** or his representative upon written notice of the **AGENCY**. In case of emergency or immediate need for the services of the security guards, the **CLIENT**, through any of its officials, may issue direct orders for compliance by the security guards.

III. WORK SCHEDULE AND AGENCY PROVISIONS

1. The AGENCY shall deploy one (1) security guard per shift in the premises of NTC Region IVA, with twelve (12) hour shifts, for 24-hour duty as follows:

Day Shift 6:00 AM – 6:00 PM, Monday to Sunday

Night Shift 6:00 PM – 6:00 AM, Monday to Tuesday
Friday to Sunday

Including all legal holidays and special days;

2. The **AGENCY** must be duly licensed, registered, and a member of PADPAO with proper operating permits and other statutory requirements;
3. The security guards deployed by the **AGENCY** must be provided with proper uniforms, Personal Protective Equipment (PPE), identification cards, and other paraphernalia necessary in the performance of their duties;
4. The **AGENCY** shall provide one (1) at least 38mm caliber handgun to the security guard on duty at all times. The firearm to be issued to security guards must be original, branded and duly licensed;
5. The **AGENCY** shall provide a handheld metal detector for the effective performance of security services.

IV. QUALIFICATIONS OF SECURITY GUARDS

The **AGENCY** warrants that the security guards deployed by it under this contract have the following qualifications:

1. Must be at least twenty-one (21) years old;
2. Must be at least high school graduate;
3. Of good moral character and reputation, courteous, capable, reliable, and without criminal or police record;
4. Physically and mentally fit; and
5. Must be duly licensed, properly screened, and cleared by the Philippine National Police (PNP), the National Bureau of Investigation (NBI), and the Barangay Official in the place of residence.

V. REPLACEMENT OF SECURITY GUARDS

The **CLIENT** reserves the right to recommend for the replacement of the security guards deployed, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interest of the **CLIENT**, upon written notice to the **AGENCY**. Failure on the part of the **AGENCY** to take appropriate action thereon within forty-eight (48) hours from receipt of the formal notice from the **CLIENT** shall be considered a cause for the termination of the Contract.

VI. OBLIGATIONS / LIABILITIES OF THE AGENCY




The Parties hereby agree to assume and be guided by the following principles under this Contract:

1. The **AGENCY** shall exercise and provide direct supervision, control and administration over its guards to be deployed in the **CLIENT's** premises in accordance with laws, ordinance, and pertinent government rules and regulation, as well as policies, rules and regulations prescribed by the **CLIENT**;
2. The **AGENCY** is neither an agent nor an employee of the **CLIENT** and the security guards to be deployed to the **CLIENT** are in no manner to be considered as employees of the **CLIENT**. Accordingly, the **CLIENT** shall not be answerable or liable whatsoever for any claim for death, injuries, or damages that may be suffered by any of the security guards deployed by the **AGENCY** arising from the performance of their duties and / or in the course of their employment with the **AGENCY**, including claims for benefits due to said **AGENCY's** security guards;
3. It is expressly understood and agreed herein that no employer-employee relationship shall exist between the **CLIENT** and the security guards to be deployed by the **AGENCY**. Accordingly, **the AGENCY alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of such relationship**. The **AGENCY** shall submit to the **CLIENT** true copies of the payrolls of the security guards and other proof of payment of their wages and other monetary benefits satisfactory to the **CLIENT** and under Commission on Audit (COA) rules. The **AGENCY** undertakes to do so, on monthly basis, and non-compliance therewith shall be ground for disallowance for the payment of the bill for said billing period after written notice from the **CLIENT**;
4. The cost of coverage of the deployed security guards under the Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Insurance and all other benefits due to them shall be the sole responsibility of the **AGENCY**;
5. The **AGENCY** shall be responsible for any loss, or damage to any of the **CLIENT's** property within the latter's premises occurring or taking place during the tour of duty of the security guards of the **AGENCY**, provided, that such loss or damage is not attributable to any of the **CLIENT's** officers and / or employees, and made known in writing to the **AGENCY** within forty-eight (48) hours from the time of discovery of the loss or damage, unless the **AGENCY** is able to prove that there was no fault or negligence on the part of the **AGENCY's** security guard. This stipulation does not apply in the following cases:
 - a) If the loss or damage occurred in an enclosed room or compartment to which the security guard of the **AGENCY** has no access, except when the doors, windows, locks, or walls are broken, picked or destroyed to gain entry; and
 - b) If the property lost or damaged was kept in storage and has not been properly turned-over to the **AGENCY**.

6. The **CLIENT** shall neither deduct its claim for losses and / or damages from the payments to be made to the **AGENCY** for guard services nor withhold payment to the **AGENCY** without prior notice;
7. The **AGENCY** shall not be liable for losses and / or damages due to:
 - a) Fault of **CLIENT's** officers and employees or authorized representatives;
 - b) Fortuitous events or *force majeure* beyond the control of the security guards to prevent despite exercise of due diligence, provided, that the same is reported to the **CLIENT** within twenty-four (24) hours from occurrence thereof so that the **CLIENT** can verify the same. For this purpose, fortuitous events or *force majeure* shall mean any of the following:
 - b.1) Acts of war or public enemy whether war be declared or not;
 - b.2) Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
 - b.3) Fires, earthquakes, volcanic eruption or other destructive natural calamities;
and
 - b.4) Any other event which under the Philippine law is defined as *force majeure* and / or fortuitous event.
8. The **AGENCY** shall not answerable for losses of jewelries and personal belongings of the **CLIENT's** personnel and visitor's, not held in trust to the security guard;
9. Lost or damaged properties for which the **AGENCY** is liable shall be evidenced by the inventory of properties maintained by the property custodian or section head, or the person primarily accountable for such item(s), a copy whereof shall be furnished to the **AGENCY** for reference. In case of loss of property that has no proper inventory, the **AGENCY** shall still be held liable, provided, the **CLIENT** will report to the **AGENCY** such loss within twenty-four (24) hours from discovery thereof by the **CLIENT** or the latter's authorized representative and appropriate claims by written notice is made by the **CLIENT** to the **AGENCY**.



VII. **MANNER OF PAYMENT**

1. In consideration of the security services rendered by the **AGENCY**, the **CLIENT** shall pay the total amount of **EIGHT HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED ELEVEN PESOS & 30/100 CENTAVOS ONLY (P822,711.30)** for the guards to be assigned at the NTC Regional Office No. IV-A, Batangas City.
 2. The contract price may be adjusted only in the following instances:
 - a. Increase in minimum daily wage pursuant to law or new wage order, provided such increase was included in the computation of financial proposal;
 - b. Increase in taxes; and
 - c. If during the term of the contract, the NTC Region IVA sees the need for an increase or decrease in the number of security guard, provided that the approved budget for the relevant year is not exceeded
 3. The **AGENCY** shall bill the **CLIENT** monthly for the services actually rendered by the security guards. For this purpose, the **AGENCY** shall submit payroll records of the guards with their names, hours of work rendered and a certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith authorizes the **CLIENT** to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof;
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4. Every billing shall be accompanied by an affidavit attesting to the fact that all wages and benefits due to the said Guard for the period being billed have been paid to them in accordance with applicable existing labor laws;
5. The failure of the **CLIENT** to pay the **AGENCY** for services rendered for two (2) consecutive billing periods shall be sufficient cause for the termination of this Contract by the **AGENCY**.

VIII. EFFECTIVITY

This Contract shall cover the period from January 01, 2025 to December 31, 2025 unless either of the party for cause terminate the same by written notice to the other party at least thirty (30) days in advance without prejudice to the rights and obligations of the parties that may have accrued up to the date of termination.

IX. DISPUTE RESOLUTION

1. Any dispute or controversy between the Parties in connection with or arising from this Contract shall, as far as practicable, be settled by the Parties amicably;
2. During the pendency of any such dispute, the **AGENCY** shall proceed diligently with the performance of its obligation and undertakings under this Contract as directed by the **CLIENT**;
3. Should the **CLIENT** be constrained to resort to court action to enforce or safeguard its rights and interest under this Contract, the **AGENCY** shall be liable to the **CLIENT** for Attorney's Fees in amount equivalent to twenty percent (20%) of the total amount claimed in the complaint, exclusive of expenses of litigation. Any and all disputes arising out of this Contract shall be filed by the Parties in the proper courts of Batangas City, Batangas, to the exclusion of all other courts, bodies and tribunals.


IN WITNESS WHEREOF, the Parties have set their hands this _____ day of _____, 2024 at Batangas City, Philippines.

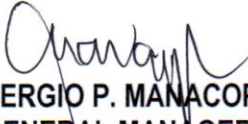
**NATIONAL TELECOMMUNICATIONS
COMMISSION REGION IV-A**

**D' GREAT STALLION SECURITY
AGENCY, INC**

By:

By:


ENGR. ROLANDO D.S. SAN LUIS
REGIONAL DIRECTOR
 Driver's License No.: C07-90-060054
 Valid Until: July 19, 2032
 Issued at: Bulacan


SERGIO P. MANACOP CSP
GENERAL MANAGER
 Driver's License No.: D14-93-063680
 Valid Until: Aug. 27, 2032
 Issued at: Batangas



SIGNED IN THE PRESENCE OF:


MARIA LUISA A. DITAN
Chief Administrative Officer


CARMEN RODELAS
Admin. Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BATANGAS) S.S.
BATANGAS CITY)

BEFORE ME, personally appeared the following persons with their respective government issued Identification Numbers written opposite their respective names to wit:


NAME	IDENTIFICATION NUMBER
ROLANDO DS. SAN LUIS	C07-90-060054
SERGIO P. MANACOP	D14-93-063680

Known to me and to me known to be the same persons who executed the foregoing Security Service Contract and they acknowledged to me that the same is their free and voluntary act and deed as well as those of the corporations or entities they represent.

This Security Services Contract consist of six (6) pages including the page on which this acknowledgement is written and has been signed on each and every page thereof by the parties and their witnesses.

WITNESS MY HAND AND SEAL on DEC 23 2024, in Batangas City, Philippines.

Doc. No. 403
Page No. 82
Book No. 84
Series of 2024.


ATTY. N. CESAR E. MATIRA
NOTARIAL COMMISSION No. 2022-0039
UNTIL DECEMBER 31, 2024
REG. No. 452169-01/02/2024-LIPA CITY
REG. No. 385027/01/02/2024-BATANGAS
ROLL No. 202502/TIN No. 138-612-489-00
SOLE EXEMPTION NO. VII-IP0003758-04/14/2024



