

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into this _____ day of _____ 2024 by and between:

NOV 27 2024

RECEIVED
 COMMISSION ON AUDIT
 BY: DATE:
 OFFICE OF THE OMBUDSMAN (VISAYAS)
 RECEIVED
 Date: FEB 20 2025
 Time:
 By:
 OFFICE NO. VI
 BIDS AND AWARDS COMMITTEE

ELEGANCE SECURITY AGENCY INCORPORATED, a duly licensed Security Agency, existing under the laws of the Philippines, with principal address at 131-B Magallanes Street, Roxas City with branch office at #50 Jalandoni Street, Iloilo City, represented in this act by its **President/General Manager, ATTY. ESTEBAN ANGELES B. CONTRERAS**, hereinafter referred to as the **“AGENCY”**.

-AND-

OFFICE OF THE OMBUDSMAN (Visayas), a government entity with office located at Office of the Ombudsman Building, DAR-RO7 Compound, M. Velez Street, Guadalupe, Cebu City, herein represented by **ATTY. DANTE F. VARGAS**, Deputy Ombudsman for the Visayas hereinafter referred to as the **“CLIENT”**;

-WITNESSETH-

WHEREAS, the **CLIENT**, after the conduct of a public bidding by its Bids and Awards Committee (BAC), awarded the **CONTRACT** to the **AGENCY** whose bid proposal was declared the Lowest Calculated and Responsive Bid (LCRB).

WHEREAS, the **CLIENT** contracted the services of the **AGENCY** to provide mentally, emotionally, and physically fit licensed security guards to protect the safety and security of the rights and interest of the **CLIENT’s** Area Office in Iloilo City, including their respective perimeters premises, and other properties within the premises, its service vehicles, records, documents, papers, furniture, equipment, and facilities containing such records, documents or papers, as well as the protection from harm of its officers, employees, personnel, job order employees, janitors, consultants and visitors against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Further, the **AGENCY**, shall enforce and implement the **CLIENT’s** rules, policies, and regulations, and such other security measures that may be promulgated from time to time.

WHEREAS, the **CLIENT** accepts the offer of the **AGENCY**, as stipulated in its offer which formed part of the bidding documents of the **AGENCY** submitted during the public bidding for which a Notice of Award was issued to the **AGENCY**.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulation hereinafter set forth, the parties have agreed, as they mutually agree to the following:

1. **PLACE, LOCATION** – the **AGENCY** shall provide security services to the **CLIENT** at the office and or premises, including its authorized parking areas, particularly:

Office of the Ombudsman – Visayas
 Area Office No. VI
 CAP Bldg., General Luna Street
 Iloilo City

2. **DUTIES AND RESPONSIBILITIES OF THE GUARDS.**

- a. Maintain peace and order at the **CLIENT's** office buildings and their respective perimeters/premises above mentioned;
- b. Prevent the commission of crime against the person of any of the **CLIENT's** officers, employees, personnel, job order employees, janitors, consultants and janitors.
- c. Watch, safeguard, and protect the **CLIENT's** property against theft, pilferage, robbery, damage, loss, fire, arson or destruction, and
- d. Enforce and implement the **CLIENT's** policies, rules and regulations, and such other security measures promulgated from time to time by the **CLIENT**.

The **AGENCY** hereby warrants to make available, at all times, duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard.

3. **TOUR OF DUTY** – The **AGENCY** shall assign three (3) male security guards and one (1) lady guard to the **CLIENT**. The shift or tour of duty of the male guards is 8:00 AM-4:00 PM, 4:00 PM-12:00 (Midnight), and 12:00 (Midnight) -8:00 AM (of the next day), Monday to Sunday, including holidays.

The duty schedule for the lady guard is 8:00 AM –5:00 PM (Monday to Friday, excluding Saturdays, Sundays, and holidays).

Provided further that the **AGENCY** shall conduct on the spot "Guard Inspection" at least five (5) times a month at the aforesaid office of the **CLIENT**, especially during their night shift, which constitutes as the time to elevate or monitor the guards on duty.

4. **QUALIFICATIONS OF THE GUARDS** – the **AGENCY** shall ensure that the security guards assigned to the **CLIENT** possess the qualifications required under Republic Act NO. 5487, as amended, and are free from any derogatory record from any of the law enforcement agencies of the government and/or any of its branches or instrumentalities, and are duly licensed by the Philippine National Police.

The **AGENCY** shall provide the **CLIENT** copies of the most recent NBI, Police and Court Clearances, Medical Certificates, and updated Security Guard License of all the personnel to be assigned to the **CLIENT**.

5. **SUPERVISION AND CONTROL** – The **AGENCY** exercises direct supervision and control over the security guards assigned to the **CLIENT** in accordance with the rules and regulations promulgated by the Philippine National Police. The **CLIENT** may, however, exercise direct supervision and directly give instructions to the security guards for the enforcement of the **CLIENT's** rules, regulations, policies, and security measures, for the proper safeguarding of the latter's office and its perimeters/premises, personnel, visitors, office machineries, documents, equipment, furniture, including its vehicles, and other properties that may be found within the premises and/or office of the **CLIENT** against theft, pilferage, fire, arson, sanitary hazards and other unlawful acts.

6. **EQUIPMENT AND UNIFORM** – The **AGENCY** shall provide the security guards on duty with complete uniforms, two (2) serviceable licensed firearms (9mm), sufficient ammunitions, one (1) metal detector with batteries, inspection sticks, night sticks, flashlights with batteries or chargeable, medical kit, whistles, safety gears and other equipment/paraphernalia for security purposes.


7. **WARRANTY** – the **AGENCY** agrees to indemnify the **CLIENT** for any loss, damage or destruction to property or equipment arising out of the fault, negligence, misconduct or

connivance of the security guards, except when such damage or loss to property or equipment is due to force majeure or acts beyond human control.


It is understood that the indemnification, once determined, shall be charged to the **CLIENT's** payables or to be taken from the **AGENCY** by virtue of this **CONTRACT**. If the amount is greater than the expected payable for the period, the **AGENCY** agrees to indemnify the **CLIENT** directly.


The **AGENCY** shall not be liable for theft, loss, damage, or destruction to the personal properties or belongings of the **CLIENT's** officers. Employees, personnel, janitors, consultants, and job orders employees, unless these are turned over and personally accepted by the security guard on-duty, neither shall the **AGENCY** be liable for theft, loss, damage or destruction of the properties of the **CLIENT** resulting from the fault, omission, or negligence and connivance of the **CLIENT's** officers, employees, personnel, janitors, consultants, and job order employees, or if such properties are kept in an open space or storage, unless actual inventory has been made and accepted by the security guard/**AGENCY**.

That the **AGENCY** shall not hold the **CLIENT** responsible for any liability, suit, action, demand, or expenses that may be incurred, on account of the death and/or injuries arising from the performance of the duties and responsibilities of the security guards/personnel assigned to the latter.

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8. **RELATIONSHIP** – The **AGENCY** is the direct employer of the security guards and as such shall be liable for the salaries, wages, benefits and other remunerations mandated by labor laws and social legislations, decree and regulations. The **CLIENT** shall pay the **AGENCY** the amount indicated in this **CONTRACT**.

The **AGENCY**, as direct employer of the personnel who are assigned to the **CLIENT**, hereby agrees to comply with the Labor Code of the Philippines and such other related laws relating to employment, including minimum wage, workmen's compensation, employer's liability, SSS, PhilHealth coverage, PAG-IBIG Fund, income tax payment and other requirements necessary for the execution of work.


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9. **REPLACEMENT** – The **CLIENT** reserves the right to request for the change or replacement of the security guards assigned to if for whatever reason without the need of written evaluation, by serving notice thereof within twenty-four (24) hours to the **AGENCY**. The **AGENCY** agrees that the security guards already assigned to the **CLIENT** shall not be relieved or transferred to another client of the **AGENCY**, without prior notice to and consent of the **CLIENT**.



The **CLIENT** shall determine the number of security guard/s and upon written notice, may, at any time or for any reason, increase or decrease their number and request for their relief and replacement.

10. **MODE OF PAYMENT** – Subject to Item No. 10 of this **CONTRACT**, the **CLIENT** agrees to pay the **AGENCY**, on a monthly basis and during the effectivity of the **CONTRACT**, the rate of **NINETY THREE THOUSAND EIGHT HUNDRED ELEVEN PESOS AND 64/100 Centavos (Php 93,811.64)** based on the actual number of working hours rendered in accordance with Item No. 2 of this **CONTRACT**.

Further, the **AGENCY** shall attach to the monthly billing a copy of the latest proof of remittances to SSS, PhilHealth, PAG-IBIG Contribution, ECC premium, and the latest pay slip of all the personnel assigned to the **CLIENT**.



The **CLIENT** shall make the payment within thirty (30) days or within reasonable time upon receipt from the **AGENCY** of the monthly billing and its complete attachments, and

that the same shall be made through the bank account of the **AGENCY** with the Land Bank of the Philippines.

11. **ESCALATION CLAUSE** – The **CLIENT** agrees to escalate the contract rate as stated in this **CONTRACT**, provided that there is/are Labor and Social Order/s or Legislations mandating additional salary/benefits to security guards.

11.1 Increase in minimum daily wage and statutory benefits including mandatory contributions payable to the Government pursuant to Law or new wage order issued after the date of bidding;

11.2 Increase in taxes;

11.3 If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards or in the number of man-hours needed, the resulting cost of the said increase or decrease, provided that the ABC for the relevant year is not exceeded.

12. **RATE OF GUARDS** – The **AGENCY** shall pay to the security guards on-duty their daily wage plus overtime pay during rest days or Sundays and Legal Holidays. The **AGENCY** shall likewise pay the security guards, as stipulated in the attached computation (Prize Schedule), the **CONTRACT** rate hereto agreed and paid to the **AGENCY** by the **CLIENT**.

To ensure faithful performance of the services stipulated in the **CONTRACT**, the **AGENCY** agrees to post a Performance Bond issued by the Government Service Insurance System (GSIS) or any insurance or bonding company duly registered/licensed by the **AGENCY**.

13. **VENUE OF ACTION** – The parties hereby agree that any legal action arising out of or in the performance of the terms and conditions of this **CONTRACT** shall be brought and submitted to the jurisdiction of the courts of Iloilo City.

14. **EFFECTIVITY** – This **CONTRACT** shall take effect on MAR 01 2025 or upon signing of this **CONTRACT** which ever comes later, and to expire twelve (12) months thereafter or unless terminated by either party, upon serving a prior notice of not less than thirty (30) days.


The **CLIENT** may extend this **CONTRACT**, under the same terms and agreement, for a maximum of six (6) months on a monthly basis, thereafter as necessary.

Should there be a violation of this **CONTRACT**, the aggrieved party may terminate this **CONTRACT** upon written notice to the party at least thirty (30) days before its termination.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ 2024.

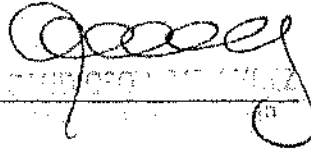
OFFICE OF THE OMBUDSMAN
(Visayas)

ELEGANCE SECURITY AGENCY,
INC.


ATTY. DANTE F. VARGAS
Deputy Ombudsman for the Visayas


ATTY. ESTEBAN ANGELES B. CONTRERAS
President/ General Manager

SIGNED IN THE PRESENCE OF:



[Illegible text]


Jude E. Marista
Finance Officer

Acknowledgement follows

ACKNOWLEDGEMENT


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

BEFORE ME, this NOV 05 2024 in the City of Iloilo, personally appeared the following who satisfactorily proven to me their respective identity through the following competent evidence of identity:

Name	Identification Card presented with ID No./ Community Tax Cert. (Dte & Place Issued)
ESTEBAN ANGELES B. CONTRERAS	Driver's License FM-97-02422Y Cte # 2625707 Van. 11, 2024 Baitan, Antiverza, Capiz

and who represented to me that (i) the foregoing Security Service Agreement consisting of seven (7) pages including the page where this Acknowledgement is written is integrally complete; and (ii) the signatures appearing in the foregoing were voluntarily affixed by the above-mentioned individuals for the purposes stated, and who all declared that they have all executed the foregoing as their free and voluntary act and deed and the corporations/offices they represent.

WITNESS MY HAND AND SEAL on the date and at the place above-written.


ATTY. RONALD S. AMADOR
NOTARY PUBLIC
Commission No. 57 Until December 31, 2025
Roll of Attorney No. 65364
IBP Official Receipt No. 415596 / 01-10-2024 Pasig City
PTR No. 7279622 / 01/11/2024 Iloilo City
MCLE Compliance No. VI-0006323
Valid Until April 14, 2025

Doc. No. : 281
Page No. : 58
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Series of 2024.



ACKNOWLEDGEMENT

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


BEFORE ME, this NOV 27 2024 in the City of Cebu, personally appeared the following who satisfactorily proven to me their respective identity through the following competent evidence of identity:

<i>Name</i>	<i>Identification Card presented with ID No./ Community Tax Cert. (Dte & Place Issued)</i>
DANTE F. VARGAS	

and who represented to me that (i) the foregoing Security Service Agreement consisting of seven (7) pages including the page where this Acknowledgement is written is integrally complete; and (ii) the signatures appearing in the foregoing were voluntarily affixed by the above-mentioned individuals for the purposes stated, and who all declared that they have all executed the foregoing as their free and voluntary act and deed and the corporations/offices they represent.

WITNESS MY HAND AND SEAL on the date and at the place above-written.

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EPY. DANIEL DEANIS O. ZANONIA
 Notary Public
 My Commission Expires on 11/27/25
 My Office is located at 3129458
 City of Cebu

