

CONTRACT OF SECURITY SERVICES

SO THE PUBLIC MAY KNOW:

This CONTRACT OF SECURITY SERVICES entered into this NOV 27 2019 day of November, 2019 in Poblacion, Plaridel, Bulacan by and between:

PLARIDEL WATER DISTRICT, a government-owned and controlled corporation duly organized and existing under Presidential Decree No. 198, as amended, with principal office address at A.C. Reyes Street, Plaridel, Bulacan, represented by its Interim General Manager **ESMERALDO L. VILORIA** pursuant to its Board Resolution No. 74 series of 2019, hereinafter referred to as "PLAWD"

and

AMBIT SECURITY AGENCY an agency duly licensed, organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal business address at 518 Accrue Bldg., Cagayan Valley Road, Poblacion, Baliwag, Bulacan, herein duly represented by its General Manager, **LAMBERTO C. BENEDICTO, JR.**, hereinafter referred to as "AMBIT".

ANTECEDENTS:

PLAWD desires to engage the services of a security agency for the purpose of securing and safeguarding from bodily harm its officials, employees, outsourced personnel, customers, guest and all persons inside the premises of the **PLAWD**, and protecting its offices, properties, and other proprietary interest against theft, robbery, arson, destruction or damage and other wrongful and unlawful acts, by strangers and third parties or by its own employees, as well as to implement its rules, policies and regulations relative to the maintenance of security and safety threat;

AMBIT, representing itself as a duly bonded, duly licensed, competent, reliable and experienced security agency possessed with the necessary capital, manpower, skills, and equipments has offered its services to secure, to safeguard and to protect the **PLAWD** officials, employees, guests and customers inside the premises and protecting the offices, properties and other propriety interest of the **PLAWD** against theft, arson, destructions or damage and other wrongful and unlawful acts by third parties and strangers or by its own employees and to report immediately any incidence of fire as well as take appropriate action to help control the same;

AMBIT is a duly licensed and bonded security agency operating under the provision of Republic Act No. 5487, as amended;

ACCORDINGLY, for and in consideration of the mutual agreements herein contained, the **PLAWD** and **AMBIT** agree as follows:

I. AGREED RATE AND RELATED CONDITIONS

1. For and in consideration of the services to be rendered by **AMBIT** to **PLAWD**, the latter undertakes to pay the former during the term of this contract, the contract price of **TWENTY SIX THOUSAND SEVEN HUNDRED EIGHTY NINE PESOS (Php 26,789.00)** per guard per month. Payment to the **AMBIT** shall be made on or before the last day of the month for services rendered during the first half of said month, and on or before the 15th day of the month for services rendered during the second half of the preceding month. In this regard, the **AMBIT** shall send to **PLAWD** a billing statement to cover the services rendered.
2. **AMBIT** shall pay all security guards assigned to **PLAWD** under this Agreement such remuneration and benefits as indicated and set forth in the security service industry by the **PADPAO** and in accordance with existing wage rates.
3. **AMBIT** shall make timely and immediate remittances of all amounts due to **SSS/Philhealth/Pag-ibig** or such other related government agencies or private entities where **AMBIT** is bound to make the remittances for the benefit of all the assigned guards. As such, **PLAWD** reserves the right (at anytime at its option) to verify directly with the security guards and/or with the **SSS, Philhealth and Pag-ibig** and/or require the presentation of additional documents to evidence compliance with the foregoing.

II. EFFECTIVITY AND TERMINATION OF THE AGREEMENT

1. This contract shall take effect for a period of one (1) year, starting **01 DECEMBER 2019** until **31 NOVEMBER 2020**, unless sooner terminated by **PLAWD**. It is understood that in the event this Contract reaches its maturity date and no notice of termination from either party, this Contract is deemed extended and considered in full force and effect even without the benefit of entering into a new contract until otherwise terminated in writing by **PLAWD**.
2. **PLAWD** shall have the sole option to cancel/terminate this Contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by **AMBIT** and/or its security guards is substandard and/or unsatisfactory.
3. In the event that the **AMBIT's** services are terminated, or upon the expiration of the term of this Contract, **AMBIT** shall ensure a proper turnover of responsibility to **PLAWD** and to the new security agency.

III. OBLIGATIONS AND UNDERTAKINGS OF THE SECURITY AGENCY

1. *Guard Force and Premises.* Upon the effectivity of this Contract, **AMBIT** shall provide **seven (7)** security guards who shall render twelve (12) hours of duty per guard everyday including Saturdays, Sundays and Holidays at the following premises:
 - a. **PLAWD OFFICE** - A.C. Reyes St., Poblacion, Plaridel, Bulacan
 - b. **BINTOG PUMP STATION** - Bintog, Plaridel, Bulacan
 - c. **PARULAN PUMP STATION** - Parulan, Plaridel, Bulacan
 - d. **BULIHAN PUMP STATION** - Bulihan, Plaridel, Bulacan
 - e. **TABANG PUMP STATION** - Ma. Lourdes, Tabang, Plaridel, Bulacan
 - f. **SIPAT PUMP STATION** - Sipat, Plaridel, Bulacan

2. **AMBIT** shall provide **PLAWD** with qualified and well-experienced security guards with complete uniforms and paraphernalia, firearms as may be required, and other equipment such as, but not limited to, flashlights, night stick, raincoats and other equipment needed in the performance of the terms and conditions of this Contract particularly in the apprehension of trespassers, thieves and pilferers and the preparation of such document that may be necessary in the investigation and/or prosecution of violators by proper police and/or government authority.

3. *Qualifications of Guards.* **AMBIT** shall provide **PLAWD** with security guards having the following qualifications:
 - a. of good moral character and reputation, courteous, alert and without criminal or police record;
 - b. physically and mentally fit;
 - c. holder of a valid License to Exercise Profession;
 - d. with prescribed basic uniform and equipped with basic guard equipment including service firearms as required; and
 - e. in possession of such other qualification required by Republic Act No. 5487, as amended.

As such, the updated Personal Data Sheet as well as the original and valid License to Exercise Profession of each security guard shall be submitted to **PLAWD** prior to assignment. In addition, all pre-qualified security guards recommended for posting shall be personally presented to **PLAWD** for proper screening, evaluation and approval prior to posting/deployment.

4. *Functions and Duties of the Guards.* It shall be the function and duty of the guards to:
 - a. safeguard the **PLAWD** officials, employees, outsourced personnel, guests and customers, while they are within the foregoing premises and its immediate vicinity, or outside of the premises, when requested by **PLAWD**, when there are threats, intimidation or acts of harassment or terrorism made upon its officials, employees and outsourced personnel arising from the exercise of their official duties and responsibilities;

- b. protect the **PLAWD** offices, properties and other proprietary interest against theft, robbery, pilferage, arson, damage or loss, malicious mischief, trespass and unlawful entry through force, intimidation, threat, strategy or stealth, assault, or other wrongful/unlawful and destructive acts by third parties and strangers or by its own employees;
- c. immediately report any incidence of fire and take appropriate action to help control the same;
- d. implement rules, policies and regulations relative to the maintenance of security and safety at the premises of the **PLAWD**, to include control of vehicle traffic and other, in accordance with the **PLAWD**'s duly approved policy;
- e. maintain and keep Log Books for recording of important information and reports in connection with the duties and responsibilities of its guards in the premises of **PLAWD**. The Log Books shall be made readily available to **PLAWD** upon request and shall be surrendered to **PLAWD** upon the termination of this Contract; and
- f. submit monthly to **PLAWD** a written report showing significant occurrences in all premises.

5. **AMBIT** shall exercise strict discipline, close supervision and exercise control and administration over its guards in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by **PLAWD** on the matter. As such, **AMBIT** shall conduct a regular monthly inspection of the security guards and their performances.

6. When the **AMBIT** deems it necessary to replace or recall any of its assigned guards for the good of the service, it shall immediately inform the **PLAWD** of the cause for such replacement or recall. It is understood that in the event that the **PLAWD** desires the further retention of such security guard(s) for valid reasons, the **PLAWD** shall normally prevail.

7. **AMBIT** shall hold **PLAWD** free and harmless from any liability occasioned by acts of the employees of **AMBIT** or, from any action arising from or by virtue of **AMBIT**'s employment of its personnel or in any instance whatsoever where **PLAWD** may be implemented as part by reason of this Contract.

IV. NO EMPLOYER-EMPLOYEE RELATIONSHIP

1. It is expressly understood and agreed that all security guards of **AMBIT** assigned to and posted at **PLAWD** premises shall in no case be considered as employees of **PLARIDEL WATER DISTRICT**.

2. **AMBIT** shall be solely responsible for any claim of its security guards for death, personal injury or damage arising from and in the course of the performance of their duties and responsibilities

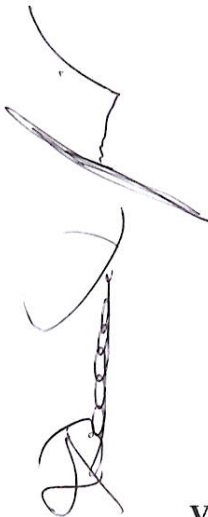
V. LOSS OR DAMAGE

1. **AMBIT** shall assume full responsibility for any loss or damage to theft, robbery or any wrongful, unlawful or destructive acts to **PLAWD**, provided such loss or damage must be reported to **AMBIT**.
2. **PLAWD** shall not be responsible and liable for any injury or damage of any kind or nature, including death, inflicted or caused upon the **AMBIT**'s security force by a third person; neither shall **PLAWD** be liable to any third person whose injury, damage or death has been inflicted or caused by the **AMBIT**'s security force
3. **AMBIT** undertakes to pay **PLAWD** for any loss of or damage to property resulting from any act, omission, negligence or fault of the security guard(s). **AMBIT** shall restore, indemnify or pay **PLAWD** for such loss or damage.
4. **AMBIT** agrees that **PLAWD** shall automatically deduct the cost of loss or damage to property from the billings and/or from the Performance Security, if the **AMBIT** fails to restore/indemnify/pay for such loss or damage fifteen (15) days after demand thereof has been made by **PLAWD**.



VI. CONFIDENTIALITY OF INFORMATION

1. The parties hereby agree that the services covered by this Contract are fiduciary in nature such that the **AMBIT** covenants that it or any of the security guards/personnel shall not, during the duration of this Contract or at any time thereafter, disclose nor furnish to any person, firm or corporation any information relating to the **PLAWD** that may be acquired/possessed in the course of the performance of services to **PLAWD**, or in the course of their stay within their places of assignment, or as an incident to this Contract.
2. **AMBIT** shall ensure that its security guards/personnel will comply with this obligation.



VII. MISCELLANEOUS

1. For the purpose of implementing the terms and conditions of this Agreement, **PLAWD**'s authorized representative shall be the Manager of the Administrative and Finance Division or whoever shall be designated by the Interim General Manager.
2. **AMBIT** agrees to any change/transfer/relief of any of the security guards upon receipt of such request from the **PLAWD**'s authorized representative.




3. The transfer of the **PLAWD** office to any place, area or building within Plaridel, Bulacan shall not affect the terms and conditions of this Contract and **PLAWD** shall have the right to demand from **AMBIT** for any reduction or increase in the number of security guards or the transfer of their places of assignments as the need arises under the same rate and manner of payment and procedures as indicated herein.
4. It is mutually agreed upon by both parties hereto that litigations arising out of this contract, if any, shall be arbitrated in the proper courts in the province of Bulacan.

NOV 27 2019

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of November 2019 at Plaridel, Bulacan, Philippines.

PLARIDEL WATER DISTRICT

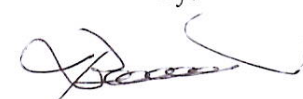
By:



ESMERALDO L. VILORIA
Interim General Manager

AMBIT SECURITY AGENCY

By:

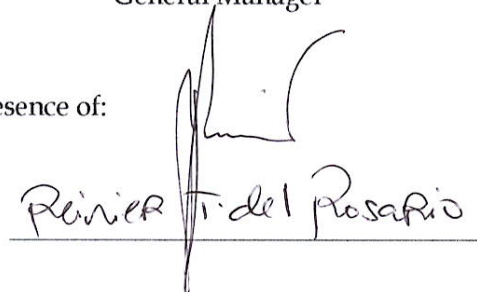


LAMBERTO C. BENEDICTO, JR.
General Manager

Signed in the presence of:



CECILIA LOPEZ-PASAGUI



Reinier Fidel Rosario

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BULACAN) S.S.

NOV 27 2019

BEFORE ME, this _____, 2019 in Plaridel, Bulacan personally appeared:

ESMERALDO L. VILORIA
LAMBERTO C. BENEDICTO, JR.

LWUA ID No. 1399
issued in Quezon City
umir ID No - crw - 0033 - 2605936-3

all known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the institutions they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand on the day year and place first above written.

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ATTY. PAUL EDUARD A. SIAPNO
NOTARY PUBLIC
UNTIL DECEMBER 31/2019
PNC NO. 5512219
ISSUED 03.18.2014
IBP LICENSE NO. 5555043.18.2014
IPLA NO. 14659301.03.2018
MCLE Y NO. 1480219.26.2016