## **CONTRACT OF SECURITY SERVICES**

#### KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into by and between the **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT CARAGA REGIONAL OFFICE**, duly organized and existing under Philippine laws and represented in this contract by **REGIONAL DIRECTOR, LILIBETH A. FAMACION, CESO III** hereinafter referred to as the **FIRST PARTY**.

### **AND**

YUIPCO SECURITY & WATCHMAN AGENCY, INC., a duly licensed corporation, represented in this deed by its BRANCH MANAGER, MRS. ARCELITA B. RECINTO, of Butuan City Branch Office, hereinafter referred to as the SECONDPARTY.

#### **WITNESSETH**

WHEREAS, the First Party has an on-going project for the construction of DILG Regional Office 13 building located in Barangay Doongan, Butuan City.

Whereas, the First Party is in need of additional security guards to be detailed 24 hours shifting duty to secure the building from intruders while the construction and installation of necessary equipment are on-going.

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the parties hereto by these presents agreed to the following terms and conditions:

- 1. That this agreement shall commence on **April 1, 2019 until October 31, 2019**, or for a period of **seven (7) months**;
- 2. That the Second Party shall provide two (2) Security Guards starting April 1, 201 until October 31, 2019, from Monday to Friday, and Saturday to Sunday, twenty four (24) hours a day, seven (7) days a week or 24/7 for the contract price equivalent to Two Hundred Fifty-Nine Thousand (259,000.00) or Thirty-Seven Thousand Pesos (37,000.00) per month inclusive of tax;
- 3. That the cut-off dates for the billing are: every 15<sup>th</sup> and 30<sup>th</sup> day of the month and the payments shall then be expected to be received by the Second Party within three (3) working days after the statement of account has been sent and received by the First Party;
- 4. That the Second Party shall assign a licensed, experienced, uniformed, and armed security guards for two (2) shifts ( Day and Night) from 7:00 AM to 7:00 PM, & 7:00 PM to 7:00 AM of the following day from Monday to Sunday and during official and declared holidays of the country and the City of Butuan without additional cost on the part of the First Party;
- 5. That the assigned Security Guards shall conduct inventory of equipment & other items with proper turn over to the reliever before and after their tour of duty;

assignment inventoried and properly turned over to the Security Guard on duty are the liabilities of the Second Party/Security Guard;

- 7. That the Second Party, upon request of the First Party, shall replace any guard who in its opinion is discourteous or in whom the First Party has lost its confidence;
- 8. That the security guards are the employees of the Second Party who shall assume the full responsibility of actions or claims which might be filed by any or all of the security guards by reason of employment with the Second Party, in relation to the minimum wage, termination, non-compliance of the Philippine Labor Laws, Executive Orders, Presidential Decrees, Ordinances and other special legislations for security guards, now and hereafter exist:
- 9. That the Second Party shall be responsible for the payment of remittances such as the SSS,ECC, Philhealth, and Pag-ibig monthly premiums to the government and other benefits of the employed Security Guards;
- 10. That in the event, any of the security guards refuses, abandons, or is absent from his post, it is the responsibility of the Second Party to immediately post a reliever guard, to replace the vacant post, in order to avoid hampering the operation of the First Party; and,
- 11. That the contents or provisions of this contract may be rescinded, revised or improved to the satisfaction to both parties; any amendments, modification or revision in whole or in part of this Agreement shall be negotiated through a Meeting conducted solely for such purpose. The same shall be manifested through written notice at least thirty days (30) prior to the intended date of the dialogue.
- 12. This contract terminates/amends previous contracts executed by the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands at Butuan City this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**FIRST PARTY** 

**SECOND PARTY** 

LILIBETH A. FAMACIÓN, CESO III

Regional Director

Department of the Interior and Local Government

MRS. ARCELITA B. RECINTO

Branch Manager

Yuipco Security & Watchmen Agency, Inc.

SIGNED IN THE PRESENCE OF:

JOCELYN C. JAYOMA CAO/FAB Account Officer

# **ACKNOWLEDGEMENT**

Republic of the Philippines ) Province of Agusan del Norte ) S.S. City of Butuan )
BEFORE ME, personally appeared Regional Director LILIBETH A. FAMACION and MRS. ARCELITA B. RECINTO, with Community Tax Number opposite their names, who are known to be the same persons who executed the foregoing Agreement and they acknowledge to me that the same is their own free will and voluntary act deed as well as that of the Corporation being represented.
1. LILIBETH A. FAMACION CTC#datedissued in <u>Butuan City</u> 2. ARCELITA B. RECINTO CTC#datedissued in Butuan City
WITNESS my hand and seal this th day of, 2019.
NOTARY PUBLIC  PAUL R. AZURA  NOTARY PUBLIC  UNTIL DECEMBER 31, 2020

IBP NO. 037042 / 12-27-18

PTR NO. 1678444 / 01-03-19
MCLE NO. VI-0000697 / 04-14-22
TIN NO. 137-352-294
ROLL NO. 14143

Doc No. 14; Page No. 4; Book No. XXV; Series of 2019