

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

NATIONAL NUTRITION COUNCIL, a government agency, with office address at 2332 Chino Roces Avenue Extension, Taguig City herein represented by its Assistant Secretary of Health and Executive Director IV, **MARIA-BERNARDITA T. FLORES, CESO II**, hereinafter referred to as the "FIRST PARTY";

- and -

ARM CORPORATE SECURITY SERVICES, INC., an organized and registered business entity under the laws of the Republic of the Philippines, with office address at 28 Gladiola St., Roxas District, Quezon City, represented by its Assistant Managing Director, **ANA RUBINI N. BARATA**, hereinafter referred to as the "SECOND PARTY";

W I T N E S S E T H

1. That the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform work for purposes of maintaining law and order at the FIRST PARTY's premises located at 2332 Chino Roces Avenue Extension, Taguig City, by protecting and guarding the property at said place from theft, robbery, arson, destruction or damage and by protecting the officers, employees, visitors and guests from assault, harassment, threat or intimidation, as well as enforcing and implementing the rules, policies and regulations relative to the maintenance of security and safety thereat.
2. That the SECOND PARTY has signified its intention, to which the FIRST PARTY has accepted, to provide the security service (5 security guards) needed by the latter;
3. That the SECOND PARTY is a duly licensed and bonded security agency operating under the provisions of Republic Act No. 5487, as amended and possesses the education, experience and skills required to perform the job as described herein;
4. That the SECOND PARTY hereby attests that its officers are not related within the third degree of consanguinity or affinity to the 1) contracting authority and/or 2) representative of the FIRST PARTY and that its security guards have not been previously dismissed from the service by reason of a criminal offense;
5. That in view hereof, the SECOND PARTY is hereby contracted as the Security Services Provider for the period **1 April to 31 December 2018**.
6. For and in consideration of the above services and during the effectivity of this Contract, the FIRST PARTY shall pay the monthly sum of **One Hundred Fifty Seven Thousand One Hundred Ninety Two Pesos and 30/100 (P157,192.30)** for three (3) 8 - hour duty and two (2) 12 - hour duty guards or a total amount of **One**

MARIA-BERNARDITA T. FLORES, CESO II
Asst. Secretary of Health and Executive Director IV


ROSSANA S. QUILLOPE
Chief, Financial & Management Division

Million Four Hundred Fourteen Thousand Seven Hundred Thirty Pesos and 70/100 (P1,414,730.70) for 5 security guards for nine (9) months.

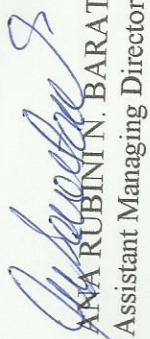
7. That the SECOND PARTY is expected to perform the following functions:

- a) Place and Location: Provide security guards and render security services to the FIRST PARTY in its building within its immediate surrounding premises and at posts to be indicated by the latter located at Nutrition Building, 2332 Chino Roces Avenue Extension, Taguig City.
- b) Functions and Duties of Guards: The SECOND PARTY shall maintain peace and order at the FIRST PARTY's building within its immediate surrounding premises; watch, safeguard and protect the property of the FIRST PARTY from theft, robbery, arson, destruction or damage, shall protect the officers, employees, visitors and guests from assault, harassment, threat or intimidation, and any other physical harm; and shall enforce and implement rules, policies and regulations of the FIRST PARTY aimed at maintaining security, austerity and safety threat.
- c) Guard Force: The SECOND PARTY shall provide the FIRST PARTY with three (3) contracted guards who shall render eight (8) hours work in three (3) shifts per day and two (2) guards who shall render twelve (12) hours per day. The number of contracted guards may increased or decreased at any time upon written request of the FIRST PARTY.
- d) Qualification of Guards: Each of the security guards to be assigned by the SECOND PARTY to the FIRST PARTY must be:
 - 1) of good moral character and reputation, courteous, alert and without police record;
 - 2) physically, mentally and socially fit and not less than 21 nor more than 45 years of age and at least five feet six inches in height and not more than 150 lbs., and has passed neurological test;
 - 3) duly licensed and properly screened and cleared by the PC-SAGSD, NBI, Bureau of Prisons, Police Fiscal's Office and Clerk of Court of City or Province of his residence and other government offices issuing clearances for similar employment;
 - 4) must have undergone training on security system and in possession of such other qualifications required by Republic Act No. 5487, as amended.
- e) Supervision and Control: The SECOND PARTY shall exercise full disciplinary and administrative supervision and control over its guards in accordance with laws, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the FIRST PARTY on the matter.
- f) Liability to Guards and Third Party: The Security guards shall be exclusive employees of the SECOND PARTY which as their employer, shall comply with law bearing on employment, including Minimum Wage Law, SSS and Philhealth, Pag-ibig, Income Tax Payments, and the like and the SECOND PARTY shall hold the FIRST PARTY free from any claim of security guards


ANA RUBINI N. BARATA
Assistant Managing Director

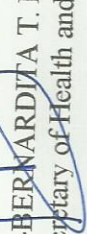

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Chief, Financial & Management Division


ANA RUBINI N. BARATA
Assistant Managing Director

related thereto. The SECOND PARTY certify that the amounts enumerated in the Financial Proposal as Annex "A" hereof, which are included in the Contract price to be paid by the FIRST PARTY, are payable directly to, and actual received by the guards. The SECOND PARTY shall submit copy of previous month remittances to government in favor of the guards as pre-requisite to the release of payment of FIRST PARTY to SECOND PARTY.

- g) Equipment, Uniform and Other Services: The SECOND PARTY shall provide CCTV cameras for efficient monitoring and surveillance. Further, the guards shall be equipped with duly licensed firearms, ammunitions, uniforms and other paraphernalia as enumerated in "Annex B" for security purposes during their tour of duty at the client's building and within its immediate surrounding premises.


MARIA-BERNARDITA T. FLORES, CESO II
Asst. Secretary of Health and Executive Director IV

8. Liability of SECOND PARTY in case of losses. The SECOND PARTY shall guarantee payment to the FIRST PARTY, for any loss of or damage to its property provided the same is occurred within the jurisdiction of the SECOND PARTY or its guards, and has been duly established after due investigation that said loss, negligence or fault is attributable to the SECOND PARTY or its guards. Provided further, that such loss, pilferage, breakage or damage on the properties involved is reported in writing to the SECOND PARTY within the twenty four (24) hours from occurrence or discovery thereof. In the event that the SECOND PARTY is made to pay for such loss or damage, it shall be subrogated to the rights of the FIRST PARTY against the party or parties responsible for such loss or damage.

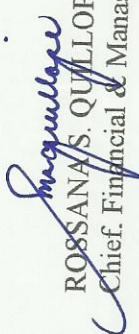
The SECOND PARTY shall not be liable for losses and/or damages due to (a) fortuitous events or force-majeure beyond control or competence or the guards to prevent; and (b) orders of the FIRST PARTY beyond the scope of this Contract.

9. Replacement of any Guard: The FIRST PARTY may request to have a guard changed or replaced anytime whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest as determined by the FIRST PARTY.

10. Miscellaneous Provisions:

- a. Should there be any law and/or Executive Order passed increasing the minimum wage or requiring additional compensation in any form, the SECOND PARTY shall inform the FIRST PARTY and the same maybe adjusted by the FIRST PARTY pursuant to the said law or Executive Order subject to the availability of funds and to the Commission on Audit (COA) accounting and auditing rules and regulations.

- b. The head guard of the security guards shall receive instructions regularly from the FIRST PARTY representative (Chief, Administrative Division) relative to the handling of the security services within the premises. However, the FIRST PARTY shall allow periodic rotation of guards in their assigned areas for purposes of Reorientation and Retraining Program to effectively and efficiently provide security services to the FIRST PARTY. The head guard may likewise be replaced or subjected to rotation in accordance with the program of the SECOND PARTY


ROSSANA S. QUILLOPE
Chief, Financial & Management Division

designed to improve the conduct of the security guards and improve the security systems and measures to be implemented within the FIRST PARTY'S premises.

c. It is expressly understood and agreed that the SECOND PARTY is not an agent or employee of the FIRST PARTY and the guards to be assigned by the SECOND PARTY to the FIRST PARTY are in no case employees of the latter as they are for all intents and purposes under contract with the SECOND PARTY. Accordingly, the FIRST PARTY shall not be responsible for any and all claims for personal injury or damage, including death, cause either to any of the guards or any third person where such injury or death arises out of, or in the course of, the lawful performance of security functions or said guards.

d. The SECOND PARTY shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the FIRST PARTY on the matter.

e. The FIRST PARTY however, may request the SECOND PARTY to increase or decrease the number of guards, provided that due written notice thereof is served upon the SECOND PARTY, in which case, corresponding contract price prescribed shall be made.

11. That it is understood that this contract does not create an employer-employee relationship between the FIRST PARTY and the SECOND PARTY, that the services rendered hereunder are not considered and will not be accredited as government service; and that the latter is not entitled to be benefits enjoyed by the regular personnel of the FIRST PARTY.

12. Term of Contract: This Contract shall take effect on **1 April 2018** and shall expire on **31 December 2018**.

13. Either party may terminate this Contract for legal cause at any time by written notice given to the other party not later than thirty (30) days prior to the intended date of termination.

14. In case of litigation from or in connection with this Contract, venue of action shall be in the proper Regional Trial Court of Taguig.

CERTIFIED AS TO AVAILABILITY
OF FUNDS PURSUANT TO LOI 964
IN THE AMOUNT OF ₱ 1,414,730.70
ROA NO. 02-101101-2016-04-455

Atty. G. Triamb

Phorey 4

Ana Rubini N. Barata
ANA RUBINI N. BARATA
Assistant Managing Director

Maria-Bernardita T. Flores, Ceso II
MARIA-BERNARDITA T. FLORES, CESO II
Asst. Secretary of Health and Executive Director IV

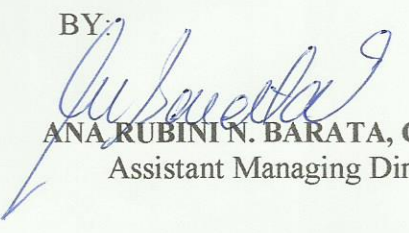
Rossana S. Qui-lope
ROSSANA S. QUI-LOPE
Chief, Financial & Management Division

IN WITNESS WHEREOF, both parties have hereunto set their hands this MAR 28 2018
day of _____ 2018 at QUEZON CITY

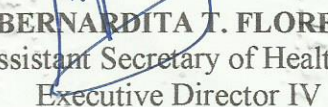
**ARM CORPORATE
SECURITY SERVICES, INC.**

NATIONAL NUTRITION COUNCIL

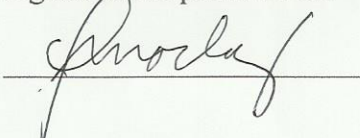
BY:

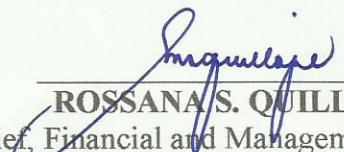

ANA RUBINI N. BARATA, CSP, CSMS
Assistant Managing Director

BY:


MARIA-BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health &
Executive Director IV *CMF jr*

Signed in the presence of:




ROSSANA S. QUILLOPE
Chief, Financial and Management Division

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TAGUIG QUEZON CITY) S.S.


BEFORE ME, a notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COM. TAX CERTIFICATE NO.	DATE/PLACE ISSUED
MARIA-BERNARDITA T. FLORES	12312044	January 4, 2018/Las Piñas City
ANA RUBINI N. BARATA	UM110# 0003-9305994-p	

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

WITNESS MY HAND AND SEAL this MAR 28 2018 day of _____
in the City of QUEZON CITY, Philippines.

DOC. NO. 380
PAGE NO. 76
BOOK NO. XIII
SERIES OF 2018.


ATTY. LUIS M. DE VERA
Notary Public, Until Dec. 31, 2019
Adm. Matter No. NP-101
PTR No. 5520351 / 1 / 03 / 2018
IBP No. 019124 / 12 / 20 / 2017
Roll No. 20761
5th MCLE No. 0009642 / 04/14/2016
TIN No. 218-145-247