

## 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, **MARIA-BERNARDITA T. FLORES, CESO II**, hereinafter referred to as the "FIRST PARTY";

- and -

**REDBIRD SECURITY AGENCY & SERVICES, INC.**, an organized and registered business entity under the laws of the Republic of the Philippines, with office address at 3<sup>rd</sup> Floor WC Bldg., 2438 Belarmino St., Bangkal, Makati City, represented by its Operations Manager, **RUEL C. PILAPIL**, hereinafter referred to as the "SECOND PARTY";

### W I T N E S S E T H

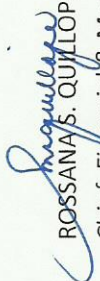
1. That the FIRST PARTY is in need of the services of the SECOND PARTY who shall perform work for purposes of maintaining law and order at the FIRST PARTY's premises located at 2332 Chino Roces Avenue Extension, Taguig City, by protecting and guarding the property at said place from theft, robbery, arson, 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 two (2) years and five and a half (5-1/2) months starting **16 July 2015 to 31 December 2017** subject to assessment/evaluation of performance by the First Party which will be the basis for the renewal of contract of services for the succeeding years.

The First Party shall have the option to cancel/terminate this contract at any given time if, in its judgment, the service that has been rendered by the Second Party and/or of its Security Guards is below standard and/or unsatisfactory.

6. For and in consideration of the above premises and during the effectivity of this Contract, the FIRST PARTY shall pay the monthly sum of **Sixty Thousand Eight Hundred Sixty Seven Pesos and 47/100 (P60,867.47)** for three (3) 8-hour duty and **Sixty One Thousand Three Hundred Seventeen Pesos and 80/100 (P61,317.80)** for two (2) 12-hour duty guards or a total amount of **Three Million Six Hundred Four Thousand Four Hundred Sixty Five Pesos and 46/100 (P3,604,465.46)** for 5 security guards for 2 years and five and a half 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 be 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

  
RUELL C. PILAPIL  
Operations Manager

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

  
ROSSANA S. QUIJOTE  
Chief, Financial & Management Division

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 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 actually 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.


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.

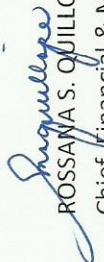
  
RUEL C. PILAPIL  
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- b. The head guard of the security guards shall receive instructions regularly from the FIRST PARTY representative (Chief, Administrative Division) relative to the handling of the security services within the premises. However, the 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 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 the benefits enjoyed by the regular personnel of the FIRST PARTY.
  12. Term of Contract: This Contract shall take effect on **16 July 2015** and shall expire on **31 December 2017** subject to assessment/evaluation of performance by the First Party which will be the basis for the renewal for the succeeding years. However, this contract maybe renewed upon written notice request of the FIRST PARTY before expiration of the said contract.
  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.

IN WITNESS WHEREOF, BOTH parties have hereunto set their hands this  
day of JUL 15 2015 2015 at CITY OF MAKATI.

**REDBIRD SECURITY AGENCY &  
SERVICES, INC.**

**NATIONAL NUTRITION COUNCIL**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

RUEL C. PILAPIL  
Operations Manager

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

Signed in the presence of:

JAIIME M. APAWAN  
Accounting Staff

ROSSANA S. QUILLOPE  
Chief, Financial and Management Division

#### ACKNOWLEDGEMENT

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

**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	01576219	January 5, 2015/Las Piñas City
RUEL C. PILAPIL	02446838	January 22, 2015/Makati City

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 JUL 15 2015 day of \_\_\_\_\_  
in the City of MAKATI, Philippines.

DOC. NO. 106  
PAGE NO. 28  
BOOK NO. IX  
SERIES OF 2015.

**ATTY. JOSE DE MAAGANDUGA**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2015  
PTR NO. 4590571  
ROLL OF ATTORNEY NO. 54338  
**MAKATI CITY**

National Nutrition Council  
Office of the Executive Director

**RECEIVED**

Date/Time 7/27/15  
By J. A. S. Nam