

BAC-CON19-000

3-Year SECURITY SERVICES AGREEMENT

SO THE PUBLIC MAY KNOW:

This contract made by and between the following parties:

CULTURAL CENTER OF THE PHILIPPINES, a government-owned and controlled corporation duly existing by virtue of Presidential Decree No. 15, as amended, with principal office at Roxas Boulevard., Pasay City, represented by its President, ARSENIO J. LIZASO, duly authorized for this purpose under Board Resolution No. L-279 Series of 2017 (copy of which is hereto attached as Annex "A" and made an integral part hereof), hereinafter referred to as the "CCP";

- and -

ACHIEVERS SECURITY AGENCY PHILS., hereinafter referred to as "CONTRACTOR", a single proprietor, duly licensed and bonded Security Agency, organized and existing under Philippine laws, with office at 3742 Gen. Estrella Street, Bangkal, Makati City, represented by its Owner/Proprietor, MARILYN D. LEGASPI, duly authorized for the purpose of this Contract.

CCP and the CONTRACTOR shall individually be referred to as "PARTY" and collectively as "PARTIES".

ANTECEDENTS:

WHEREAS, the security services agreement between CCP and the incumbent ACHIEVERS SECURITY AGENCY INC. will expire on April 15, 2019.

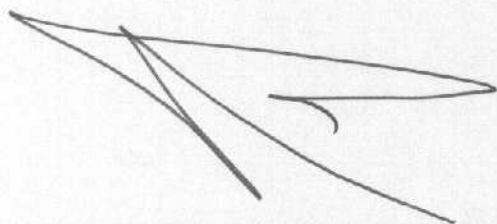
WHEREAS, the CCP Bids and Awards Committee (BAC) published an invitation to bid for the "3-Year Provision of Security Services" and the CONTRACTOR having submitted the most responsive and complying bid, was awarded the Project through BAC Resolution No. 2019 - 09 dated March 20, 2019.

ACCORDINGLY, the parties agree under the following terms and conditions:

ARTICLE I THE ENTIRE CONTRACT

The following documents are integral parts of the contract and should be attached, to wit:

1. Terms of Reference;
2. Copy of Advertisement of Invitation to Apply for eligibility and to Bid;
3. Results of Eligibility Check/Screening;
4. General Conditions of the Contract and Special Conditions of the Contract;
5. Minutes of Pre-bid Conference Meeting
6. Contractor's Eligibility Documents;
7. Contractor's Technical Documents;
8. Contractor's Financial Documents;
9. Abstract of Bid (Evaluation of Bid);
10. Post-Qualification Report of the Technical Working Group;
11. Notice of Post Qualification/Evaluation;
12. Bac Resolution No. 2019-07 declaring the winner;
13. Notice of Submission of Post Qualification Documents;
 - a. Latest Income Tax Return
 - b. Certificate of PhilGeps Registration
 - c. Tax Clearance, in line with E.O. 398
14. Notice of Award;
15. Performance Security;
16. Notice to Proceed;
17. Detailed Breakdown of the Approved Budget for the Contract (ABC);



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18. Detailed Breakdown of the Contract Cost /Bill of Quantities;Evidence of Invitation of Three (3) Observers.

ARTICLE II PERSONNEL REQUIREMENT

The CONTRACTOR will provide to the CCP during the term of this Contract, sixty-three (63) qualified, bonded, uniformed and armed, physically and mentally fit, security officers and guards with the following qualification:

2.1. PERSONNEL QUALIFICATIONS

Age : Min. 25 / max. 60 years old
Height : At least Male: 5'7" and Female: 5'2"
Qualification : SOSIA Security License Card, Service enhancement training certification, TESDA NC II Certificate on Security Services, Neuro-psychiatric results validated by PNP Health Service, Drug-test result, NBI clearance, PNP Clearance, Barangay Clearance, Retirement Order if retired PNP/AFP, Discharge Order, if honorably discharged from PNP/AFP
Education : REGULAR GUARD -High School graduate with diploma.
OIC – At least 2nd-year College and/or 72 units earned.
AREA CMDR / ASST. CMDR. - College graduate.

The submission to CCP by the CONTRACTOR of documents, establishing the qualification of guards detailed at the CCP Complex shall be a mandatory requirement prior to assumption of duty of security personnel. The CCP reserves the right to screen security personnel and approve or disapprove their assumption to duty within the CCP Complex. Consequently, salaries and other remuneration of security personnel, who were posted without written approval from duly authorized representatives of the CCP, shall not be paid for by the CCP. The CONTRACTOR shall provide a security management plan for the CCP and at least be able to absorb 40% of guards from the previous contractor of CCP.

2.2. DEPLOYMENT SCHEDULE: 12-hour shift on a 7-day work schedule

2.2.1. The CONTRACTOR warrants the CCP that the assigned Security Guards (SG) shall be on duty for a maximum of twelve (12) continuous hours service only. This is regardless of any unfortunate incident/emergency cases when the incoming SG is absent/late for work. Furthermore, the following procedures must be observed:

- a. Changing of Shift – SG shift changes from day shift to night shift, or vice-versa, shall occur after every end of the month only.
- b. Late Substitution – The SG on duty shall not leave his post unless relieved by the incoming SG and shall only punch out upon relief. Likewise, the incoming SG shall only punch in at the time he comes in.
- c. Emergency Leave and/or Sickness – In cases where a SG is absent, without prior notification due to the above-mentioned reasons, the CONTRACTOR's OIC shall immediately assign a reliever SG.

2.2.2. It is agreed and understood that the number of SGs may be increased or decreased (based on the above complement) either through augmentation and/or additional as the need arises:

"Augmentation" shall refer to SGs who shall render service duty for short periods ranging from hours or days up to one (1) month. Compensation for such augmentation shall be based on the hourly rate or daily rate of regular SG at the time they are required to render services, less the benefits which regular guards are enjoying.

"Additional" shall refer to SGs who render duty for long periods, ranging from more than a month onwards. Compensation for additional SGs shall be based on the regular SG inclusive of what is indicated in the contract amount, subject to existing social legislation and the Labor Code of the Philippines.

2.2.3. As required by the CCP, the regular security complement to be provided by the CONTRACTOR shall be sixty-three (63), the distribution of who to the following areas are as follows:

A. CCP MAIN BUILDING – TOTAL 21 Security Guards


DETAIL	DAY SHIFT (8am-8pm)	NIGHT SHIFT (8pm-8am)	Blue Monday (8am-8pm)	Blue Monday (8pm-8am)
1. Area Commander Male	1	-	1	-
2. Asst. Commander Male	-	1	-	1
3. OIC Bldg. Male	1	-	-	-
4. LT Entrance Male	1	1	-	1
Female	1	-	1	-
5. Artist Entrance Male	1	1	-	1
Female	1	-	1	-
6. South Entrance Male	-	1	-	1
Female	1	-	1	-
7. Executive Office Female	1	-	-	-
8. Library Female	1	-	-	-
9. TAT Backstage Male	1	1	1	-
10. TNA Backstage Male	1	1	1	1
11. TNA Loading Dock Male	1	-	-	-
12. CCP Bldg. Roving Female	1	-	1	-
Male	-	1	-	1
13. Museum Male	(10am- 10pm) 1	-	-	-

B. PRODUCTION DESIGN CENTER BUILDING- TOTAL 2 Security Guards

DETAIL	DAY SHIFT (8am-8pm)	NIGHT SHIFT (8pm-8am)	Blue Monday (8am-8pm)	Blue Monday (8pm-8am)
14. PDC Lobby Male	-	1	-	1
Female	1	-	1	-

C. ADMIN & FINANCE BUILDING – TOTAL 2 Security Guards

DETAIL	DAY SHIFT (8am-8pm)	NIGHT SHIFT (8pm-8am)	Blue Monday (8am-8pm)	Blue Monday (8pm-8am)
15. Adm.& Finance Lobby Male	-	1	-	-
Female	1	-	-	-

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D. CCP COMPLEX GROUNDS – TOTAL 38 Security Guards

DETAIL	DAY SHIFT (8am-8pm)	NIGHT SHIFT (8pm-8am)	Blue Monday (8am-8pm)	Blue Monday (8pm-8am)
16. OIC Grounds Male	1	1	1	1
17. CCP Bay Terminal Male	1	1	1	1
18. TNA Ramp Male	1	1	1	1
19. Liwasang Kalikasan Male	1	1	1	1
20. South Parking Male	1	1	-	-
21. LT Pedestrian Traffic Male	1	-	-	-
22. ASEAN Plaza Male	1	1	1	1
23. Motorpool Garage Male	1	1	1	1
24. Paseo Palisoc Male	1	1	1	1
25. Asean Promenade Male	1	1	1	1
26. Motor Patrol Male	1	1	1	1
27. Bike Patrol 1 Male	1	1	1	1
28. Bike Patrol 2 Male	1	1	1	1
29. Bike Patrol 3 Male	1	1	1	1
30. Foot Patrol 1 Male		1		1
31. Foot Patrol 2 Male		1		1
32. Foot Patrol 3 Male		1		1
33. MFC Bodega Male	1	1	1	1
34. Timor Entrance Male	1	1	1	1
35. BlackBox Theater Male	1	1	1	1
36. Liwasang Darangen Male		2		2
<u>GRAND TOTAL</u>	<u>33</u>	<u>30</u>	<u>23</u>	<u>27</u>

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- 2.2.4. On the basis of twelve (12) hours work a day, Sundays and Holidays included. Guard posts shall be manned at all times as required by this Contract and shall never be abandoned except upon express written consent of the CCP.
- 2.2.5. The CONTRACTOR warrants to the CCP that the guards assigned to the latter shall be on duty only for a maximum of twelve (12) hours continuous work. No guard shall be allowed to go on a twenty-four (24) hour continuous duty. Except for changes of shift schedules.
- 2.2.6. It is agreed and understood that the CONTRACTOR shall provide their guards assigned to the CCP with all of the employee benefits and compensation mandated by law without additional charges to the CCP, except for those items specifically cited and provided herein.
- 2.2.7. In addition to the provision of this contract, it is understood that the performance of duties of all security personnel shall be in consonance with the Code of Ethics and Standards of the profession.
- 2.2.8. The CCP observes a Blue Monday schedule, thus on Mondays, there are only 50 guards posting. Subject to change when the need arises.

2.3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The CONTRACTOR SHOULD:

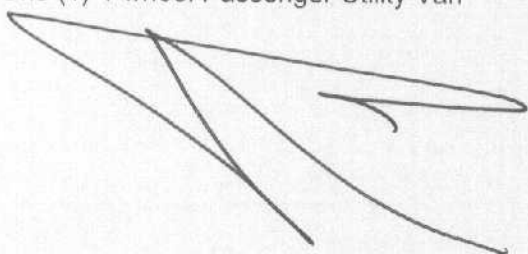
- 2.3.1. Provide a security management plan for the CCP upon award of contract and absorb at least 40 percent of the detailed SGs from the previous CONTRACTOR of the CCP;
- 2.3.2. Submit an updated personal data sheet of all personnel assigned to CCP;
- 2.3.3. Assign SG personnel who are preferably residents of Pasay City/Makati/Manila area, and in no relation up to the 4th degree of consanguinity or affinity with each other, with CCP officers and employees (CONTRACTOR Certification is needed);
- 2.3.4. Replace immediately, personnel who shall be found undesirable or whose services are unsatisfactory, upon written notice of the CCP;
- 2.3.5. Require SGs, prior to deployment, to undergo chest x-ray and drug test. If so warranted, a spot drug test. Personnel whose test results are positive for P-TB and prohibited drugs shall be replaced at once. The CONTRACTOR shall furnish CCP a copy of the test results;
- 2.3.6. Guarantee each personnel a pay rate not lower than the minimum wage rate and provide other remuneration as provided for in the Philippine Labor Code and other existing social legislation. The CONTRACTOR shall provide each SG a copy of their pay slip with detailed deductions and likewise submit to CCP copies of it;
- 2.3.7. Pay without delays, the remuneration package to the employees, as provided for in the contract through ATM cards issued by a bank with city-wide branches such as BPI, BDO, and Metrobank;
- 2.3.8. Advise CCP within a reasonable time thereafter, of the removal or separation from the service of any of its personnel assigned in CCP and shall state the cause of such removal or separation;
- 2.3.9. Secure the necessary permits or licenses to operate and perform its undertaking herein;
- 2.3.10. Pay all taxes, licenses, permits and fees which are due or may become due to the local and or national government;
- 2.3.11. Provide at its own account, CCP duly approved uniforms and effects/accessories to all its employees. Ensure that all personnel shall at all times wear their security license cards and uniforms while on duty;
- 2.3.12. Present potential hirees for posting for approval or disapproval of the CCP's duly designated or authorized representative. Remuneration of unauthorized or disapproved posting shall be disallowed by the CCP;
- 2.3.13. Remit monthly SSS payment and other appropriate payments, as provided for in the Labor Code of the Philippines, furnishing CCP copies of proofs of remittances;
- 2.3.14. Ensure the availability of all personnel, supplies, tools and equipment at all times, as enumerated herein and specified in the contract;
- 2.3.15. Conduct a yearly RED CROSS seminar on Disaster Risk Management.

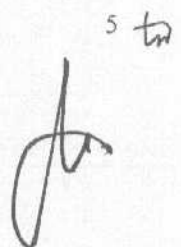
2.4. PROVISION OF EQUIPMENT

The CONTRACTOR shall provide, at its own account (including gasoline and maintenance thereof), the following equipment to the SGs assigned to CCP upon execution of the Contract;

A. VEHICLES (5-YRS. OLD AND BELOW)

- 1. One (1) 4-wheel Passenger Utility Van



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2. One (1) 4-wheel Emergency Response vehicle
3. One (1) motorcycle. (125cc)
4. One (1) motorcycle with covered sidecar
5. Three (3) mountain bikes

B. COMMUNICATIONS EQUIPMENT

1. One (1) VHF base radio with license
2. Thirty-one (31) duly licensed hand-held VHF radio with license

C. ACCESSORIES/EFFECTS

1. LED flashlight for each guard (minimum of 2 batteries)
2. Thirty-three (33) light whole-body honchos and rubber boots
3. Nine (9) Reflectorized traffic vests
3. Medical/First aid kits for each guard
4. Nightstick for each guard
5. Five (5) Portable metal detectors
6. Eight (8) heavy duty LED search lights
7. Three (3) megaphones
8. Ten (10) Big umbrellas

D. SECURITY WEAPONS

1. Five (5) pcs. Licensed shotgun
2. Twenty-three (23) pcs. Licensed 9mm revolver

E. OTHER EQUIPMENT

1. Two (2) 40"-42" LED flat screen CCTV monitor
2. One (1) CCTV system full installation for 10 cameras (1.3MP) with 1 TB recorder and 32" LED CCTV monitor at the Admin & Finance Bldg.

NOTE: All the foregoing must be maintained by the CONTRACTOR in good condition. Those that are deemed not suitable for repair by CCP must be replaced by the CONTRACTOR immediately. The CONTRACTOR shall ensure that the prescribed equipment and materials are readily available for regular inspection by the CCP's representatives. The CCP may require the CONTRACTOR to provide more equipment to the above SGs if it is found by the former to be necessary, as may be agreed upon in writing by both parties.

2.5. PROPERTY DAMAGE AND LOSS OF LIFE

The CONTRACTOR shall indemnify the CCP and be responsible for any loss or damage to property that may be suffered by the CCP and physical injury or death suffered by CCP officials, employees and guests during the hours of work of the security guards of the CONTRACTOR which will be made known in writing to the latter within forty-eight (48) hours from the time that such injury or death came to the knowledge of CCP, unless it is shown that such loss or damage, injury or death is not due to fault, negligence or misdemeanor of the security guards and/or CONTRACTOR.

**ARTICLE III
CONTRACT PRICE / MANNER OF PAYMENT**

- 3.1. In consideration of the full and satisfactory performance by the CONTRACTOR of its undertakings under this Contract, CCP, shall pay to the CONTRACTOR the total amount of **TWENTY-SEVEN MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED EIGHTY-EIGHT PESOS AND SIXTEEN CENTAVOS ONLY** (Php 27,374,288.16) per year inclusive of Value Added Tax (VAT). The amount is inclusive of all expenses for wages, allowances, social benefits and other operational expenses, broken down as follows:

- 1.) A monthly compensation of TWO MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED FORTY-SEVEN PESOS AND FIVE CENTAVOS (Php 2,178,547.05)

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- 2.) The 13th month pay and 5-day incentive pay in the amount of ONE MILLION TWO HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-THREE PESOS AND FIFTY-SIX CENTAVOS (Php 1,231,723.56) per year will be paid to CONTRACTOR in full at the end of the year after proof of payment by CONTRACTOR to its personnel is submitted to the CCP.
- 3.2. Submit to CCP its billing invoice separately, for each such as regular payroll, agency fee, and augmentations a month after the service has been rendered by the guards, with the following attachments:
- 3.2.1. Copy of signed bundy card. (For purposes of review).
 - 3.2.2. Summary of daily time sheet and/or duly signed records of attendance of each SG, certified by the authorize representative/employee of the CONTRACTOR and concurred in by a designated official of the CCP.
 - 3.2.3. Monthly remittances of SSS, Pag-ibig, Philhealth, ECC. (For purposes of review).
 - 3.2.4. Bi-monthly pay slips, signed by the SGs. (For purposes of review).
 - 3.2.5. Bi-monthly Bank/ATM remittances per payroll account of CCP-assigned SGs. (For purposes of review).
- 3.3. CONTRACTOR's SG shall be entitled extra pay for services rendered for augmentation rates provided these are covered by the Authority Form signed by the CCP-GSD. The CONTRACTOR shall bill CCP based on SG's daily minimum wage plus an administrative fee of four percent (4%) of actual cost subject to VAT. A separate monthly billing statement for augmentation/addition shall be submitted by CONTRACTOR on a monthly basis.
- 3.4. Should CCP request for additional SG to work for a certain period of days but less than two (2) month within the contract period, the CONTRACTOR shall bill CCP based on the daily wage plus COLA, plus an administrative fee of 4% of actual cost subject to VAT. A separate billing statement for such services shall be submitted by CONTRACTOR on a monthly basis.
- 3.5. Should the additional SG work for a period of two (2) months or more, the same scheme shall apply as stated in item 3.4 abovementioned, but to include a pro rated cost of 13th month pay, SSS, Philhealth, Pag-ibig, and ECC. A separate billing statement for such services shall be submitted by CONTRACTOR on a monthly basis.
- 3.6. In the event the CONTRACTOR fails to provide the required number of SG per shift, the CCP shall deduct an amount based on the CONTRACTOR'S submitted cost per guard ;
- 3.7. Should there be any salary adjustment by virtue of a law, executive order or any similar announcement, CONTRACTOR may request the CCP to effect a corresponding adjustment of herein agreed fee, subject to government accounting and auditing rules and regulations.
- 3.8. Any payment for the services rendered by CONTRACTOR'S personnel shall be subject to government accounting and auditing rules and regulations.

ARTICLE IV CONTRACT DURATION

- 4.1. This contract shall take effect for a period of three (3) years from May 1, 2019 to April 30, 2022. Any provision to the contrary notwithstanding, the CCP shall have the right, power, and privilege to terminate this contract for any cause whatsoever without the need of judicial action by giving thirty (30) days written notice thereof to CONTRACTOR who hereby agrees to abide by the decision of the CCP.
- 4.2. The CCP shall have the sole option to extend this Agreement through written notice of such intent sent to the CONTRACTOR within thirty (30) days prior to the expiry date hereof under such terms and conditions as may be agreed upon between the parties provided that such extension is permissible by law.

ARTICLE V EMPLOYER-EMPLOYEE RELATIONSHIP

- 5.1. It is hereby agreed and understood that the CONTRACTOR is and shall remain an independent contractor and that there shall be no employer-employee relationship between the CCP, on one hand, and the CONTRACTOR or its personnel or agents, on the other hand. Hence, the CCP shall not in any way be liable or responsible for any personal injury including death, or damage to property, sustained or caused by any of the employees of the CONTRACTOR in the performance of the CONTRACTOR's obligations and undertakings under this Contract. The CONTRACTOR shall at all times be directly responsible and liable for the enforcement of, and compliance with, all existing laws, rules and regulations, particularly with respect to any claims brought about by its personnel or employees under applicable laws and social legislation. The CONTRACTOR hereby



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holds the CCP and its officials free and harmless from any and all claims and liability under these provisions.

ARTICLE VI PERFORMANCE SECURITY BOND

- 6.1. The provisions stated under Section 13 of the GCC shall apply and upon the signing of this Contract, the CONTRACTOR shall at its own expense, post a Performance Security in favor of CCP and in accordance with the RA 9184 to guarantee the performance of any and all of the CONTRACTOR's obligations under this Contract and TOR. The Performance Security may be in any of the forms listed below and callable upon demand:
- a. Five percent (5%) of the Total Contract Price: Cashier's / Manager's check issued by a Universal or Commercial Bank or Bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
 - b. Thirty percent (30%) of the Total Contract Price: Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission. The performance security shall be secured for each one-year term of the contract to answer for whatever obligations/liabilities the contractor may incur under this Contract, or which it may owe to its employees/personnel;
- 6.2. The said bond shall also answer for the liquidated damages set forth herein; the unpaid cost of labor as required by the provisions of Republic Act No. 6715 and /or other applicable laws; or any liability which may be incurred by reason of the violation by the CONTRACTOR of the Labor Code of the Philippines and other social legislation. The CCP shall, however, be reimbursed for the total sum it may have advanced for any damages or liabilities covered by the bond.

ARTICLE VII DISPUTE RESOLUTION

The guiding provisions in Section 20 of the GCC shall apply for any and all disputes, controversy or claim arising out of or relating to this Contract. For this purpose, the parties mutually agree to appoint a single arbitrator within fifteen days upon receipt of the demand for arbitration. In case the parties cannot agree to appoint a single arbitrator, the National President of the Integrated Bar of the Philippines or his duly designated representative shall appoint the sole arbitrator.

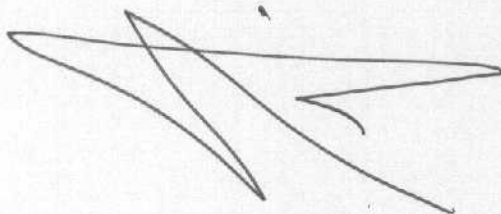
ARTICLE VIII TERMINATION OF EMPLOYMENT AND PAYMENT OF WAGES

- 8.1. The CONTRACTOR shall inform the CCP in writing before an employee assigned at the CCP Complex under its employ is terminated or replaced.
- 8.2. Non-compliance by the CONTRACTOR on the payment of mandatory wage rate and benefits package as provided for in the Labor Code of the Philippines, latest Wage Order, and other existing legislation at the time both parties entered into this Contract or as paid by the CCP shall serve as a sufficient basis of the termination of this Contract.

ARTICLE IX PENALTIES

The CONTRACTOR's penalties shall be deducted on the billing month it incurred, for the failure to perform its duties and responsibilities, and the provision of equipment; to wit:

<u>CONTRACTOR DEFICIENCY</u>	<u>PENALTY</u>
A. Contractor posted a guard on a 24-hr. duty	Deduction from the billing of P 1,000 per guard.
B. Contractor's guard found not in post during surprise inspection by CCP.	Deduction from the billing of P 800 per guard.



C. Contractor's guard found reading newspaper, comics, texting, vending, sleeping while on duty.	Deduction from the billing of P 500 per guard.
D. Contractor failed to submit billing documents on the prescribed date.	Deduction from the billing of P 450 per day delay.
E. Contractor failed to provide the required equipment and other gadgets upon start of contract.	Deduction from the billing of P 400 per item per day.
F. Contractor's service vehicle, motorcycle, bicycle, radios, umbrellas, flashlights and other gadgets are defective.	Deduction from the billing of P 350 per item per day.
G. Contractor failed to release salaries of guards on the prescribed date.	Deduction from the billing of P 300 per day of delay.
H. Contractor posted SGs who are not from the approved list of CCP-GSD.	Deduction from the billing of P 100 per guard per day.
I. Contractor's SG found without proper uniform and accessory, raincoat on bad weather condition.	Deduction from the billing of P 50 per guard.

**ARTICLE X
TERMINATION**

In case of breach by the CONTRACTOR of any provision of this CONTRACT, CCP may terminate the CONTRACT without need of judicial action by sending the CONTRACTOR at least a ten (10) day prior notice to such effect.

**ARTICLE XI
REPRESENTATION AND WARRANTIES**

The CONTRACTOR hereby represents and warrants that:

- 11.1. The services herein shall be performed in conformity with good security practices.
- 11.2. It has all the requisite power, authority and capacity to enter into this Contract and to perform its undertakings and obligations according to the terms and conditions hereof.
- 11.3. The execution and performance of this Contract does not and will not violate any provision of law, ordinance, executive or administrative order rule or regulation, or any judgment, order or decree of any court or government authority or any provision of a contract, agreement, instrument or transaction to which it is or will be a party.
 - 11.3.1. It shall not bring any unreasonable or unfounded action or suit intended to stifle, prevent, delay, stop or otherwise interfere with the exercise by the CCP of any of its rights and privileges under this Contract.
 - 11.3.2. It has taken all the necessary and proper governmental and/or legal action, and secured all necessary and proper approvals, clearances, permits and authorization for the execution and performance of this Contract.
 - 11.3.3. It has not given or promised to give any money, gift or benefit to any official or employee of the CCP to obtain/procure this Contract.

**ARTICLE XII
INDEMNITY**

- 12.1. The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all liabilities, damages, expenses, losses, injuries including death due to the fault, negligence, act, omission, delay or conduct of the CONTRACTOR and/or its employees or agents in the performance of the CONTRACTOR's undertakings and obligations under this contract;
- 12.2. The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all claims, suits, action and demand which may be brought by third parties by reason of

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this Contract, including its implementation, or non-observance by the CONTRACTOR of any law, ordinance, executive or administrative order, rule or regulation, or any term or condition of this Contract.

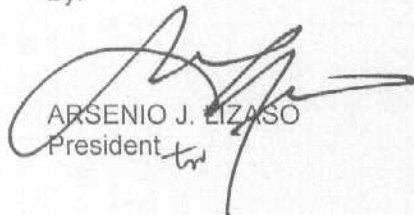
**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

- 13.1. In case of breach or violation by the CONTRACTOR of its obligations and undertakings under this Contract, the CONTRACTOR shall pay the CCP the sum of PESOS: ONE HUNDRED FIFTY THOUSAND (Php150, 000.00) as and by way of liquidated damages. The damages herein provided are fixed and liquidated and the CCP shall not be required to prove that it has incurred actual damages. In case the CCP becomes entitled to said liquidated damages, the CCP may deduct the amount from any and all money and amounts due or which may become due to the CONTRACTOR under this Contract or any agreement, and /or collect such amount from the CONTRACTOR's performance bond, whichever is convenient to the CCP, and without prejudice to the CCP's additional remedies under this Contract or applicable laws.
- 13.2. Should the CCP be constrained to resort to court action in order to protect its rights and interest hereunder, the CONTRACTOR shall pay the CCP an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, as and by way of attorney's fee, plus the expenses of litigation recoverable under pertinent laws; provided, that the attorney's fees shall in no case be less than Fifty thousand Pesos (Php50, 000.00). Venue of any court action arising from this Contract shall be filed exclusively in the proper courts of Pasay City.
- 13.3. Failure of the CCP at any time to enforce or demand the performance of any or all of the terms and conditions of this Contract and other related documents shall in no way be construed as a waiver or relinquishment of any right / remedy that the CCP may have nor shall it be deemed as a waiver of any subsequent breach of the same or other covenants. No waiver by CCP of its rights under this Contract shall be deemed to have been made unless expressed in writing and duly signed by the representative of CCP.
- 13.4. Any amendment, alteration or modification of this Contract shall not be valid and binding unless and until made in writing and signed by the parties hereto;
- 13.5. All the remedies provided for in this Contract shall be taken cumulatively, that is, in addition to each and other remedy provided herein or by law;
- 13.6. This Contract shall be binding upon the parties hereto and their assigns and successors-in-interest: Provided, that the CONTRACTOR shall not sub-contract, assign, or transfer any or all of this rights and obligations hereunder to any third party without the prior written consent of the CCP;
- 13.7. This Contract defines, determines, and embodies the entire agreement between the parties hereto with regard to the subject matter hereof, and shall supersedes any prior or simultaneous agreement, arrangement and understanding made by and between them or with third parties. This Contract may not be novated, changed, amended or modified except by agreement in writing signed by the parties hereto.
- 13.8. It is the right of CCP to see to it that the guards shall strictly perform their duties and responsibilities at all times and CCP has the right to inspect the guards on detail at its premises and to decide any and all questions which may arise relative to the quality and acceptability of the services. The CCP further reserves the right to require changes or replacements if at anytime, it feels that the security guards/officers of the CONTRACTOR do not possess the necessary qualifications and degree of experience required for the job, are of doubtful integrity or are not rendering services satisfactory to the CCP.
- 13.9. "Stay-in" of guards who are not on detail shall be strictly prohibited, unless authorized in writing by the CCP on reasons of exigencies of security services. Likewise, wives, relatives and friends of security guards or officers are not allowed to stay or sleep in any of the facilities of CCP.

The Parties have signed this Contract on APR 30 2019 at the City of Pasay, Philippines.

**CULTURAL CENTER
OF THE PHILIPPINES**

By:


ARSENIO J. ELIZASO
President

ACHIEVERS SECURITY AGENCY PHILS.

By:


MARILYN B. LEGASPI
Owner / Proprietor

Within Budget:

ASUNCIÓN E. ESMERO
ASUNCIÓN E. ESMERO, DBA
Department Manager III, FSD
50212030-01 (08) P 18,249,525.44 *7/20/19*
BOK# 19-05-1122

SIGNED IN THE PRESENCE OF:

Rodolfo B. Del Rosario
RODOLFO B. DEL ROSARIO
Vice-President for Administration
NMB

Janice Angara
JANICE ANGARA
Admin Manager, ASAP

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of City of Makati) S.S.

APR 30 2019

BEFORE ME, a Notary Public for and City of City of Makati, this _____ day of _____ 2016, personally appeared the following persons who exhibited to me their respective government issued ID cards on the date and place as enumerated, viz:

ARSENIO J. LIZASO PASSPORT NO. EC6243049 Expiry on December 16, 2020
MARILYN D. LEGASPI DRIVER'S LICENSE N01-92-138279 Expiry May 9, 2019

Known to me to be the same persons who executed this Security Services Agreement, and acknowledged to me that the same is their own free and voluntary act and deed.

This Agreement, consisting of 11 pages including this page where this acknowledgment is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and place above written.

Doc. No. 135 :
Page No. 88 :
Book No. 144 :
Series 2019

Notary Public
John Domingo A. Ponce, Jr.
ATTY. JOHN DOMINGO A. PONCE, JR.
NOTARY PUBLIC
APPOINTMENT No. M-92 / MAKATI CITY
UNTIL DECEMBER 31, 2020
PTR No. 7333128 / 01-3-2019 / MAKATI CITY
IBP No. 055800 / 11-27-2018 / RIZAL
MCLE COMPLIANCE No. V-0023350 / 08-03-2018
ROLL No. 36452 / TIN No. 106-099-102-000
Unit G-14 Makati Executive Tower 3
Sen. Gil Puyat Avenue, Pio del Pilar,
Makati City, Metro Manila

[Large handwritten signature]

[Handwritten signature]