

f. Holder of a Neuro-Psychiatric and Drug Test Clearances issued by a clinic duly accredited by the PNP.

6. **CONSIDERATION FOR SECURITY SERVICES** – For and in consideration of the services to be rendered by the SECURITY AGENCY to the CLIENT, the latter undertakes to pay the former during the term of this contract, the monthly contract price of **TWENTY THREE THOUSAND TWO HUNDRED FORTY SIX PESOS & 40/100 (P23,246.40) PER SECURITY GUARD for eight (8) hours of daily duty including Saturdays and Sundays; TWENTY SIX THOUSAND TWO HUNDRED SIXTY TWO PESOS & 51/100 (P26,262.51) PER SECURITY OFFICER for eight (8) hours of daily duty including Saturdays and Sundays; FOURTY ONE THOUSAND TWO HUNDRED THIRTY NINE PESOS & 83/100 (P41,239.83) for DETACHMENT COMMANDER for eight hours daily duty including Saturdays and Sundays; a total of FIFTEEN MILLION TWO HUNDRED NINETY SEVEN THOUSAND EIGHT HUNDRED EIGHTY SIX PESOS & 80/100 (Php 15,297,886.80) for SIXTY (60) GUARDS, TWO (2) SECURITY OFFICERS AND TWO (2) DETACHMENT COMMANDERS for ten (10) months.**

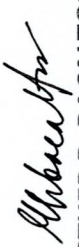
The above-mentioned contract price is subject to five percent (5%) VAT withholding tax and is subject to two percent (2%) creditable withholding tax, both percentages are based on Agency Fee.


7. **MODE OF PAYMENT** – The CLIENT undertakes to pay the total amount due and payable for monthly security services rendered on monthly basis, provided, however, that payment for the services rendered shall be made only upon presentment of the bills for payment.

It is expressly understood and agreed that all security guards of the SECURITY AGENCY assigned and posted with the CLIENT are the responsibility of the SECURITY AGENCY and as such the latter shall be solely responsible for any claim for losses sustained from death, personal injury or damage arising from and in the course of the performance of their duties and responsibilities; that the SECURITY AGENCY shall pay the wages, salaries and other compensation and emoluments of the guards assigned with the CLIENT, in accordance with the provisions of the Labor code and its implementing rules and regulations; and the SECURITY AGENCY shall assume full responsibility for the compliance with the provisions of the Social Security System (SSS), Employees Compensation Commission (EEC), PhilHealth and other similar laws as well as for the proper administration, discipline and proper performance of the duty of security guards.


8. It is understood that should a new law be enacted or promulgated by any competent government instrumentality or entity, increasing the minimum wages, SSS, EEC and PhilHealth or Pag-ibig premiums of workers or security guards, then the rate of payment as agreed upon in this contract may be revised by the parties upon negotiation and in accordance with the Implementing Rules and Regulations of Republic Act 9184.
9. The SECURITY AGENCY warrants keeping itself a contractor in good standing by regularly complying with all regulatory requirements relevant to the execution of this contract.

10. The SECURITY AGENCY shall hold the CLIENT free and harmless from any liability accessioned by acts of the employees of the SECURITY


ESTHER R. BACALTOS
Batangueno Security Agency


MARIVIC F. MORILLO
City Mayor


REY DANIELS S. ACEDITO
Acting City Administrator


EDGARDO C. BASILAN
City Accountant