CONTRACT FOR SECURITY SERVICES

This AGREEMENT made this _____ day of January 2023 by and between:

The NATIONAL COMMISSION ON MUSLIM FILIPINOS (hereinafter referred to as NCMF), a government entity created by Republic Act No. 9997, represented in this act by its Secretary, GUILING A. MAMONDIONG with address located at Jocfer Annex Building 79 Commonwealth Avenue, Diliman, Quezon City, Metro Manila;

AND

AREMOS SECURITY AND INVESTIGATION AGENCY (hereinafter referred to as AREMOS), a company duly organized and existing under the laws of the Republic of the Philippines represented by its General Manager, ANTONIO C. SOMERA, with principal office address at 8 J. Paredes St., BF Homes Subd., Brgy. Holy Spirit, Quezon City, Metro Manila of the other part:

WITNESSETH

WHEREAS, conformably with the procurement law, the NCMF, through its Bids and Awards Committee (BAC), has recommended the award of contract for security services to AREMOS for a period of Twelve (12) months commencing January 1, 2023 to December 31, 2023.

WHEREFORE, in view of the foregoing consideration, the NCMF and AREMOS covenants to the following terms and conditions of this Contract for Security Services, to wit;

- The Contract Period shall be from January 1, 2023 to December 31, 2023 for Five (5) security guards to be posted in the office area of the NCMF on the address stated above on Two (2) Twelve (12) hours shifting in the following manner:
 - a) 4 Day Shift Guards 7:00 AM to 7:00 PM Seven (7) Days a week
 Note: 1 guard assigned at the Bureau of External Relations Lobby Area
 - 1 guard assigned at the front lobby area
 - 1 guard assigned at the back parking lobby area
 - 1 guard performing patrol duties
 - b) 1 Night Shift Guard 7:00 PM to 7:00 AM Seven (7) Days a week
- The NCMF shall pay AREMOS the amount of TWO MILLION FOUR HUNDRED FORTY
 THOUSAND THREE HUNDRED TWENTY SIX PESOS (Php2,440,326.00) for the Twelve
 (12) months duration of the Contract. Payment for Services Rendered shall be based
 on the Billing Statement which AREMOS shall submit to the NCMF on a monthly basis;
- 3. In consideration of the payments made by the NCMF to AREMOS, as herein mentioned, AREMOS hereby covenants with the NCMF to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. In case of negligence, fraud, dishonesty of duty by the security guards, AREMOS shall be responsible for any such loss or damage that may be suffered by the NCMF, its officers and employees during the security guards tour of duty. If such loss, damage, or injury is caused by a party other than the security guards of AREMOS, the latter shall be jointly liable with the said party if the security guards failed to exercise due diligence in preventing such acts, damage or injury as proven after a thorough investigation has been conducted by a competent authority such as the Philippine National Police (PNP) or other law enforcement agencies. AREMOS shall be absolved if the losses and/or damage suffered by the NCMF are not reported in writing to.

7

anne

AREMOS within Twenty Four (24) hours after discovery thereof. Further, AREMOS shall not be liable for losses/damage due to the following;

- Force majeure, fortuitous or acts of God;
- Incidents beyond the control of the guard to prevent, e.g. hold-up or overpowered by superior force and the like;
- c. Fault, negligence or dishonesty of the NCMF personnel;
- d. Order of the NCMF beyond the scope of this contract;
- Items such as cash money, checks, jewelries and other pocketable items and such other valuable items that were lost or damaged belonging to the NCMF, its officers and employees provided that the loss/damage is not attributable to the security guards;
- f. When there is no more permanent guard posted in the property to secure its assets prior to the occurrence of the loss;
- It is understood that the security services shall be strictly referred to common areas
 of the NCMF, such as but not limited to hallways, lobbies, corridors and allotted
 parking areas at the Jocfer Building;
- 6. AREMOS shall maintain effective discipline and full control and supervision over the security guards assigned under this Contract, as well as the manner of performance of their duties. However, AREMOS binds itself to cause the implementation and enforcement of all rules, regulations or directives that NCMF may issue concerning the conduct of said security personnel;
- AREMOS shall require the security guards assigned under this Contract to provide quarterly report and furnish the NCMF thereof;
- The NCMF hereby covenants to pay AREMOS in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

| ATIONAL COMMISSION ON MUSLIM FILIPINOS | AREMOS SECURITY AND INVESTIGATION AGENCY | | |
|--|--|---|--|
| y: | Ву: | | |
| GUILING A. MAMONDIONG Secretary | ANTONIO C. SOMERA General Manager | - | |
| | | | |

Signed in the Presence of:

Accountant NCMF

Certified Funds Available

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, in and for Quezon City this _____ day ally appeared: of January 2023, personally appeared:

| Name | Government ID | Date Issued | Place Issued |
|-----------------------|------------------|----------------|--------------|
| GUILING A. MAMONDIONG | D0011389A | April 18, 2022 | DFA MG |
| ANTONIO C. SOMERA | DL N02-91-172391 | 09/17/2019 | Quezon City |

All known to me to be the same persons who executed the foregoing instrument consisting of three (3) pages, including this page on which the Acknowledgement is written, and they acknowledged the same to be their free and voluntary act and deed and of the entities they represent.

JAN 0 2 2023

day of January 2023. WITNESS MY HAND AND SEAL on this

Page No.

Book No.

Series of 2023

ATTY. ROSALINDA ADRIANO-MONTENEGRO HY. ROSALINDA ADRIANO-MONTENEGRI NOTARY PUBLIC Commission expires on Dec. 31, 2023 PTR No. 4028249-01/03/2023 - Q.C. 18P No. 263982 - 01/03/2023 - Q.C. ROII No. 68465 MCLE Comp. No. VII-0021672 - 04/14/2025

Jun ?