

LINKERS SECURITY AGENCY
(AGENCY)

ELSIE S. MARIANO
Sole Proprietor and Chief Executive Officer

CONTRACT NO. LOG MSSP 2025-06-041-MDC

**SUPPLY OF TWO (2) YEAR SECURITY SERVICES FOR NATIONAL POWER CORPORATION HEAD OFFICE, DILIMAN, QUEZON CITY AND RECORDS BUILDING AND TRAINING CENTER, MINUYAN, SAN JOSE DEL MONTE CITY, BULACAN
PR NO. HO-TSD25-004 / PB250408-NA00089**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into at Quezon City, Philippines by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

LINKER'S SECURITY AGENCY, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with principal office address at 142C Mary Grace Building, McArthur Highway, Potrero, Malabon City, represented herein by its Sole Proprietor and Chief Executive Officer, **MS. ELSIE S. MARIANO**, who is duly authorized to represent it in this transaction, hereinafter referred to as the **AGENCY**.

- WITNESSETH -

WHEREAS, NPC needs the services of a security agency to render security services for National Power Corporation Head Office, Diliman, Quezon City and Records Building and Training Center, Minuyan, San Jose Del Monte City, Bulacan mentioned in Annex "A" hereof;

WHEREAS, in the public bidding conducted on 14 April 2025 for the purpose, pursuant to Sec. 10 of R.A. 9184 and its revised I.R.R., the AGENCY submitted the lowest calculated and responsive bid;

WHEREAS, NPC has accepted the said offer of the AGENCY;

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(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

SIGNED IN THE PRESENCE OF:

BY:

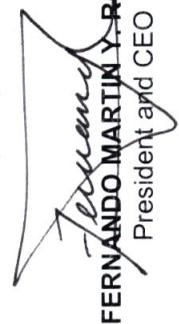
Crisostomo M. Mariano
(AGENCY)

CRISANTO V. HILARIC
Vice President, Admin. and Finance
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NOW, THEREFORE, in view of the foregoing premises and of the mutual covenants and stipulations, hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made integral part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. NPC's Bid Documents for the Public Bidding;
 - a. Invitation to Bid
 - b. Instruction to Bidders
 - c. Bid Data Sheet
 - d. General Conditions of Contract
 - e. Special Conditions of Contract
 - f. Technical Specifications
 - g. Schedule of Requirements (Bid Price Schedule)
 - h. Bidding Forms
2. Notice of Award dated 13 June 2025;
3. Results of Tie Breaking Method dated 27 May 2025;
4. Bid Evaluation/Opening Report dated 21 April 2025;
5. Proposal of the AGENCY dated 07 April 2025;
6. Supplemental/Bid Bulletin No. 1 dated 07 April 2025;
7. Notice to Proceed;
8. The Performance Security to be filed by the AGENCY in accordance with this Contract; and
9. All other relevant documents that may be required by NPC.

The documents mentioned above shall collectively be referred to as "Contract Documents."

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy among the Contract Documents, the document with the latest date shall prevail.

RIGHT TO VARY SECURITY SERVICES REQUIREMENTS

- a) NPC shall have the right, as its interest may require, to vary its security services requirements, including the right to increase or decrease the number of guards, to increase/decrease or change logistic/equipage requirements which shall be in the form of an addendum to the contract. The agency shall correspondingly comply within twenty four (24) hours from receipt of a written notice to that effect from NPC. An increase in the number of guards and logistical requirements may involve extension of services to other NPC offices, plants and installations.

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PRIVATIZATION

- a) In the event that the ownership/operation of any power plant, facility, installation or office is transferred to another entity as a result of privatization, any of the following shall govern, at the option of NPC;
 - a.1) The contractual obligation of NPC under the contract for security services may be transferred to the new owner/operator of the plant subject to the written consent of the Agency and the new owner/operator of the plant. The contract shall cease to have force and effect if the consent of the Agency and the new owner/operator of the plant, facility, installation or office cannot be obtained; and
 - a.2) Pre-termination of the contract provided that the written notice is given by NPC to the Agency at least thirty (30) days prior to termination.

The above shall be without prejudice to payment of claims which were incurred prior to the transfer of the contractual obligation or termination of the contract.

SELECTION OF REPLACEMENT FOR UNEXPIRED PORTION OF THE CONTRACT

- a) Should NPC pre-terminate the services of the Agency, the unexpired life of the contract shall be awarded to the Corporation's other existing security service contractors which is nearest or contiguous to the affected installation, within the functional grouping, as necessary, provided that, i) the original contract is a result of a competitive bidding; ii) it is within the contracting capacity of the contractor; iii) the amount involved does not exceed the amount of the on-going contract; and iv) the total number of guards posted by the replacement Agency shall not exceed one thousand (1,000) guards nationwide;
- b) NPC, as its interest may require, may extend a security contract in favor of the incumbent Agency or any Agency within the functional grouping as necessary, which is nearest the installation subject to the discretion of the Functional Group Head as regards to the Agency's performance. Such arrangement, however, shall be on a month-to-month basis and merely temporary and should be effective only for the duration of the existence of legal impediments to the conduct of public bidding, the award of the contract and the assumption of duty of the Agency, provided further, that the total number of guards posted by the replacement Agency shall not exceed one thousand (1,000) guards nationwide.

Should this be unfeasible, then the Functional Group Head shall award the contract to any eligible agency of its choice, on the basis primarily of cost.

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ARTICLE II MODE OF PAYMENT

1. NPC shall pay the AGENCY based on the latter's actual services rendered under this Contract the total amount of and not exceeding **PHILIPPINE PESOS: THIRTY EIGHT MILLION THREE HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED SIXTY SIX PESOS AND 48/100 (PHP 38,339,766.48)**, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month which will be included as Annex "A" of the contract, and deductions for penalties under Article VIII hereof. It is understood that the AGENCY's billings include all the statutory compensation and benefits due to its security guards. During the effectivity period of this Contract, any increases in the minimum wage applicable to the security guards shall be the sole responsibility of AGENCY except if as a result thereof, the new minimum wage will be more than the present rate of the guards as agreed upon in this Contract, in which case, the difference thereof will be shouldered by NPC.
2. The AGENCY shall inform NPC of the place and time of payment of wages and the AGENCY may proceed with the payment of wages should NPC's representative, without the obligation to do so, fail to arrive on the specified time and place to witness the payment.

The AGENCY must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

ARTICLE III DURATION

This Agreement shall take effect on the actual date of posting of security guards as certified by the Installation/Office Head or his/her designee, and shall continue for **two (2) years** unless otherwise cancelled and/or terminated by NPC upon serving thirty (30) days advance written notice to the AGENCY of its intention to terminate the Contract; provided that the AGENCY may terminate the Contract only upon reasonable grounds and with prior written approval of, and upon serving thirty (30) days advance written notice to NPC; provided, further, that in the event the License to Operate of AGENCY is cancelled/revoked by the PNP then, this Contract shall automatically cease to operate without need of serving the thirty (30) days advance written notice.

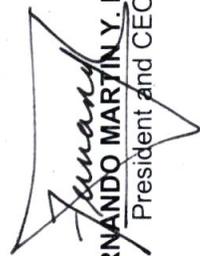
All prices for a duration of two (2) years shall be fixed and shall not be adjusted during contract implementation, except for the following:

- a. Increase in minimum daily wage pursuant to law or new wage order issued after the date of bidding,
- b. Increase in taxes;
- c. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.

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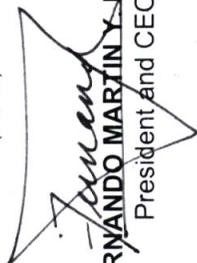

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ARTICLE IV MANNER OF PAYMENT

1. Payment per 15-day period of security services rendered by the AGENCY shall be paid by NPC within 30 days from receipt of the billing made by the AGENCY which shall be supported by a properly accomplished payroll showing the gross amount earned deductions and the net amounts payable to the security guards and properly signed daily time records. Where Bundy clock is available, accomplished timecards shall be submitted. The number of security guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period. For documentation purposes, the AGENCY shall submit to NPC (head of installation or its designated security officer) every billing period, any apprehension reports concerning offenses or violations of rules committed hereof. Deductions, if any, from billings shall be charged against the AGENCY's share during the succeeding billing period.
2. The AGENCY hereby binds itself to pay its employees in accordance with the provisions of pertinent laws and/or other legal issuances governing security agencies. The AGENCY shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine Laws relative to its employees. If NPC becomes liable to any employee of the AGENCY under the provisions of any law resulting from the AGENCY'S failure to comply with said law, the AGENCY shall reimburse NPC for all payments made to said employee, including the cost of suit as the case may be. The AGENCY shall, together with its billings, submit to NPC a statement under oath that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.
3. The AGENCY shall, upon receipt of NPC's Notice to Proceed, open a SPECIAL BANK ACCOUNT in the name of the AGENCY's Guard Payroll Fund with any reputable bank acceptable to NPC in an amount equivalent to one (1) month salary of all guards servicing NPC's installation computed on the basis of the monthly rates per guard per 8 hour duty as indicated in the contract Annex A.
4. An updated Certificate of Bank Deposit or authenticated/certified copy of bank account book/statement issued by the bank for the billing month shall be attached to the 15th and end of month billing of the AGENCY subject to verification of its authenticity by NPC.
5. Withdrawals from the "Payroll Fund" shall be made under the following conditions:
 - 5.1 The amount to be withdrawn shall be limited and used only for payment of salaries of security guards assigned to NPC's installation(s) mentioned herein.
 - 5.2 The AGENCY can withdraw the whole amount of the deposit upon termination of the security service contract with NPC.

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6. Such withdrawals from the "Payroll Funds" shall be replenished in the following manner:

6.1 At the end of every billing period, the AGENCY shall submit to NPC's installation being serviced, its regular billing invoice, the official guard detail duly signed by the AGENCY (Supervisor) and NPC's head of installation or his designee, including the accomplished and approved guards' daily time records, a copy of the paid-up payroll complete with guards' signature and for the first claim, a copy of this Security Services Contract.

6.2 NPC's Installation Head shall forward the documents to the appropriate offices for processing and payment.

6.3 NPC shall prepare two (2) checks for each billing period, one payable to the AGENCY's Special Bank Account (Guards' Payroll Fund) as replenishment of the withdrawals for the period, and the other payable to the AGENCY as payment for its share and the remittances to the SSS, State Insurance/ECC, PhilHealth and Pag-IBIG Fund. The two (2)-check payment system may be modified by NPC and the AGENCY, provided, that such modification is in writing and signed by both parties. This agreement shall be in the form of an Addendum to be attached to the main Contract. The AGENCY shall also submit monthly a notarized affidavit, including proof of remittance that all contributions in favor of the guards are properly remitted to the concerned government agencies, which shall form part of the documentary requirements in the AGENCY's billing with NPC.

7. The AGENCY agrees and authorizes NPC to pay directly to the guards any and/or all amounts due to them for any given period under any of the following circumstances:

7.1 When NPC has reasonable grounds to believe that notwithstanding the withdrawal of the deposit from the Payroll Fund, payments of the guards' salaries are still being unduly delayed.

7.2 When the AGENCY fails to maintain the Special Bank Account or misapplies the deposited amount thereby failing to pay the salaries of the guards on time.

7.3 When requested in writing by the majority of the regular guards in an installation or package due to the following reasons: perennial and unreasonable delay in the payment of their salaries attributable to the AGENCY; illegal, involuntary or unauthorized deductions; the financial system of the AGENCY results to unreasonable delay; or the existence of any circumstance(s) warranting a direct payment scheme of their salaries.

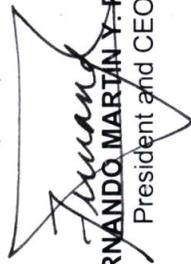
All administrative costs incurred by NPC to undertake direct payment to the guards shall be chargeable to the AGENCY in the amount equivalent to 0.5% of the transaction price/cost but should be no less than Php1,000.00 or no

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more than Php 5,000.00 per payment transaction deductions from the Agency Share, without prejudice for possible termination of contract at NPC's discretion.

ARTICLE V AGENCY'S OBLIGATIONS AND RESPONSIBILITIES

1. The AGENCY shall at all times abide by the provisions of the Republic Act 11917 (RA 11917) and its IRR as amended.
2. The AGENCY shall be liable for any death, injury and/or loss/damages to life and/or property within NPC's premises due to theft, pilferage, robbery and other unlawful acts committed by its guards, or by third persons when such could have been avoided/prevented, that the Agency guard not been negligent or remiss in the performance of his/her assigned duties and responsibilities, provided that such death/injury and/or loss/damage shall be reported by NPC to the Agency within forty-eight (48) hours from the time of discovery of such.
3. The AGENCY, including its personnel, shall not be allowed to construct/build any housing facilities/quarters/tenements or structure within NPC premises and/or watershed area.

NPC reserves the right to evict any unlawful occupant and demolish any unauthorized tenement or structure without due notice.

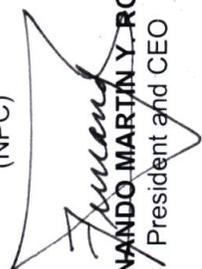
If necessary, the AGENCY may provide housing facilities or quarters for their security personnel outside of NPC premises at their own expense.

4. Awardee of Security Services Contract may source at least thirty (30%) of its manpower requirement for each installation/facility from qualified residents of the host municipality. Should this be insufficient or impractical, it may source them from the host province where the contract is to be undertaken.
5. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the AGENCY employed under this Contract shall not be considered employees of NPC. The AGENCY assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract.
6. All administrative costs incurred by NPC to undertake direct remittance to the concerned Agencies shall be chargeable to the AGENCY in the amount equivalent to 0.5% of the remittance amount but should be no less than Php 1,000.00 or no more than Php 5,000.00 per remittance transaction deductible from the Agency Share, without prejudice for possible termination of contract at NPC's discretion.
7. The AGENCY shall maintain a satisfactory level of performance throughout the two (2) years contract based on the performance criteria which may include but not limited to the following:

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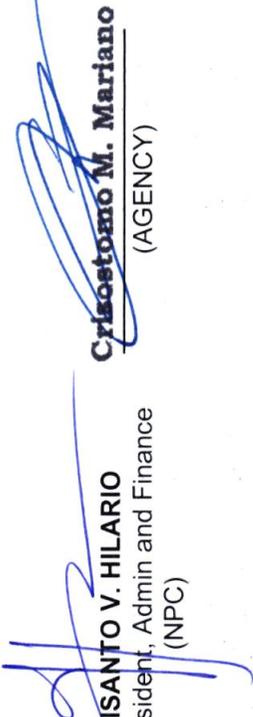
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7.1 Quality of Service Delivered

7.1.1 The AGENCY shall provide the appropriate number of guards for three (3) shifts a day. The regular daily tour of duty for each guard shall be eight (8) hours, and no guard shall be made to render more than eight (8) hours duty within a 24-hour period except in cases of extreme necessity and only upon prior written permission of NPC (head of installation organic security officer or authorized representative). The AGENCY shall provide reserve guards, which shall not be less than ten percent (10%) of the total number of regular guards required under this Contract;

7.1.2 The AGENCY shall ensure and guarantee that its security guards shall familiarize themselves with NPC's officers and all the installation's personnel, and at all time accord to them the highest respect and courtesy;

7.1.3 The AGENCY hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of NPC to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of NPC including authorized visitors in the execution of their duties;

7.1.4 The AGENCY shall diligently and faithfully serve the best interests of the NPC in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of NPC which any member of the security force of the AGENCY may have acquired by reasons of such contractual relationship;

7.2 Time Management

7.2.1 The AGENCY hereby guarantees that the salaries of guards detailed with NPC shall be paid during the regular working hours and at the installation where the guards are serving, not later than the 20th and 5th day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the AGENCY, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for NPC to terminate the service contract;

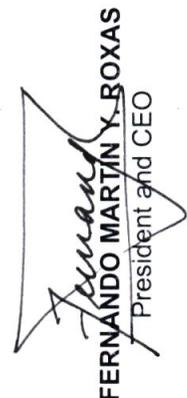
7.2.2 The AGENCY shall guarantee that all the employer's share being paid by NPC to the AGENCY, like the SSS premiums, State Insurance/ECC, PhilHealth, Pag-IBIG and others and the corresponding employee's shares being pre-deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be a

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sufficient ground for NPC to remit these amounts directly to the concerned government agencies;

7.3 Management and Suitability of Personnel

7.3.1 The AGENCY shall assign only members of the security force who are acceptable to NPC (head of installation or his designee) and the AGENCY shall not pull out any security guard from NPC or redeploy any guard to another installation or facility of NPC without the written consent of the latter; and

7.3.2 The AGENCY shall assign to NPC well trained, experienced, licensed, uniformed and armed guards who shall meet the qualifications listed below. NPC shall have the right to reject the AGENCY'S proposed guard/s if found not in accordance with NPC'S qualification requirement:

7.3.2.1 For Supervising/Senior Security Guards, must have finished Basic Security Supervisory Course and at least five (5) years experience in supervisory security work. For the Regular Guard, at least High School graduate and must have finished Pre-Licensing Training Course;

7.3.2.2 Physically fit as per NPC standard; 5' 4" in height; 25 years of age for supervisory position; age between 21 and 50 years (for new applicants and SG's in non-supervisory position);

7.3.2.3 Not related to any NPC personnel within the 4th degree of consanguinity or affinity in the area, complex, installation or project being serviced;

7.3.2.4 Of good moral character, mentally sound and without criminal or police record; must have clearance from the PNP Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Neuropsychiatrist duly accredited by the Philippine National Police; and

7.3.2.5 Possess the qualifications as prescribed in Section 82 and 86, Rule 26 of Implementing Rules and Regulations of RA 11917.

7.4 Contract Administration and Management

7.4.1 The AGENCY shall provide each guard with the appropriate AGENCY-owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by NPC in the future as warranted by the situation, during his tour of duty, including but not limited to office and transportation equipment and such other accessories or related equipment, tools, supplies and

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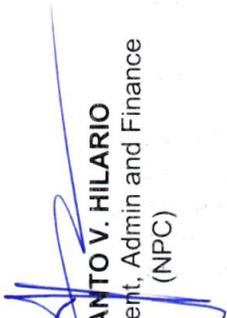
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materials for the use, service and control of the security force under this Contract;

7.4.2 The AGENCY shall, together with its billings, submit to NPC a certificate/proof of compliance from the End User/NPC Installation Head re: complete delivery/availability of materials/supplies/equipage required in this Contract. Any provision/material/gadget, tool paraphernalia, employee's uniform, protective and safety gears, etc., required in this Contract regardless of whether charged to NPC, AGENCY or their employees but were not provided by the AGENCY shall be deducted with 25% surcharge upon the AGENCY after two (2) consecutive written advice/demand without compliance;

7.4.3 The AGENCY shall exercise effective administration, control, supervision and inspection, through its Supervising Security Guards and/or the Senior Security Guards, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. The AGENCY shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to NPC's personnel or visitors, or damage/loss to NPC's properties or those of its personnel or visitors within the service areas;

7.4.4 All guards shall receive at least Php 50.00 monthly uniform allowance incorporated in their salary which is separate from the four (4) complete sets of Type A Uniform including Agency, PADPAO and SOSIA patches, collar pins, name cloth, agency name cloth, whistle and lanyard and other accessories as described in PNP-SOSIA Private Security Personnel Uniform and Equipment Board Res. No. 2017-001 to be given free prior to the commencement of the Contract; and

7.4.5 The AGENCY shall provide NPC with the number of guards required by the contract as enumerated in the Annex A of the contract, and any decrease or increase in the number of guards shall require the written approval of NPC.

7.5 Regular Progress Reports

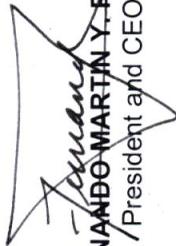
7.5.1 The AGENCY shall submit promptly every morning to NPC (Head of Installation or his designee) the shift guard mounting reports, as well as reports of all incidents of loss, injury or damage to life and property, involving NPC's property and personnel as well as non-NPC property or personnel, that occurred during the previous day.

Contract between NPC and Linker's Security Agency
Supply of Two (2) Year Security Services for National Power Corporation Head Office, Diliman, Quezon City and Records Building and Training Center, Minuyan, San Jose Del Monte City, Bulacan
Contract No. LOG MSSP 2025-06-041-MDC

Handwritten mark

NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:

BY:


Crisostomo M. Mariano
(AGENCY)

CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)

LINKERS SECURITY AGENCY
(AGENCY)



ELSIE S. MARIANO
Sole Proprietor and Chief Executive Officer

ARTICLE VI PERFORMANCE SECURITY

1. The AGENCY shall file a performance security in the form of cash, cashier's/manager's check, bank draft/guarantee or letter of credit, surety bond acceptable to NPC in the amount and form stipulated in Section IV - GCC Clause 3 of the Bidding Documents for a term or effective period co-terminus with the duration of this Contract plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the contract, to guarantee the faithful and satisfactory fulfillment of all the AGENCY'S obligations under this Contract.
2. This security shall answer for any damages and losses that may be suffered by NPC as a result of the failure of the AGENCY to perform any of its obligations under this Contract. This security shall be released by NPC at the expiration or termination of this Contract provided that there are no pending claims filed against the AGENCY and/or the surety company.

ARTICLE VII RIGHTS OF NPC

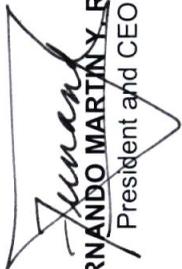
1. NPC, Telecom & Security Services Division (TSSD) or its authorized representative shall conduct inspection in ranks/formation of guards, firearms and other equipage as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter;
2. NPC, TSSD or its authorized representative shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.
3. NPC, TSSD or its authorized representative shall have the right to screen, select, accept and/or reject AGENCY's individual guards in accordance with NPC's preset criteria.
4. NPC, TSSD or its authorized representative shall have the right to inspect the guards at any time to insure the proper security of the personnel, materials and equipment within its premises. Likewise, TSSD or its authorized representative shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violation(s) committed by the AGENCY guards, as provided in Item Number 2. This right of inspection by NPC shall not relieve the AGENCY from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.
5. Whenever NPC, TSSD or its authorized representative informs AGENCY in writing that any contracted guard, including any AGENCY personnel, in its findings and/or opinion is undesirable, the AGENCY shall, within twenty-four (24) hours from notice, relieve the employee and never again be assigned to NPC's premises mentioned herein, or to any other NPC's installation, and if, for any reason which it deems necessary to protect its interest, NPC, TSSD or its authorized representative shall request in writing the revamp of the entire security force, AGENCY shall effect the same without additional cost on the part of NPC.

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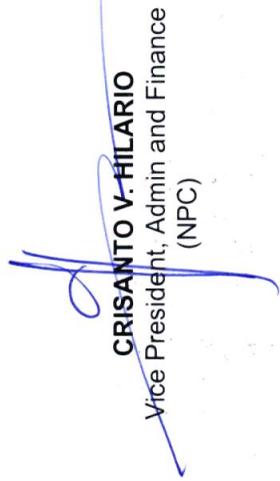
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NATIONAL POWER CORPORATION
(NPC)

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CRISANTO V. HILARIO
Vice President, Admin and Finance
(NPC)

BY:


Crisostomo M. Mariano
(AGENCY)

LINKERS SECURITY AGENCY
(AGENCY)


ELSIE S. MARIANO
Sole Proprietor and Chief Executive Officer

6. AGENCY security guards and personnel shall be under the supervision and control of NPC, TSSD or its authorized representative with respect to deployment, work shifts and execution of security plans.
7. NPC, for the purpose of implementing the operational aspects of this Contract, shall officially deal only with the Licensee as indicated in the License to Operate of AGENCY.
8. NPC, TSSD or its authorized representative shall have access to records of payment of salaries and/or auditorial right over the payroll of AGENCY.
9. NPC, TSSD or its authorized representative shall deduct the penalties for absences and tardiness of the security guards and other violations of the guards and of the AGENCY from AGENCY's monthly billings.

ARTICLE VIII ADMINISTRATIVE SANCTIONS

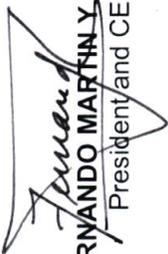
- 1 Sanctions against Private Security Professional
 - A. Classification of offenses. The following terms shall be construed to mean as indicated which shall likewise refer to the individual person as private security professional:
 - A.1 Light offenses shall include, but not limited to:
 - A.1.1 Unauthorized/improper use of uniforms and accoutrements;
 - A.1.2 Use of profane languages;
 - A.1.3 Acts of discourteousness;
 - A.1.4 Failure to notify/call the head of installation or his designee, and nearest PNP Station or law enforcement agency, in case of disorders, riots or strikes and other emergency cases;
 - A.1.5 Late or failure to maintain and/or submit records/reports;
 - A.1.6 Performing acts other than his/her official functions not related to security professions;
 - A.1.7 All acts prejudicial to good conduct, behavior, morals, and similar acts, pursuant to existing laws, rules and regulations; and
 - A.1.8 Other similar offenses.
 - A.2 Less grave offenses shall include, but not limited to:
 - A.2.1 Not having in possession his/her license to exercise profession, duty detail order, firearms license (when carrying firearms) while on duty;
 - A.2.2 Use of uniform not appropriate for one's ranks or position;

Contract between NPC and Linker's Security Agency
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7e

NATIONAL POWER CORPORATION
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Crisostomo M. Mariano
(AGENCY)

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- A.2.3 Violation of any of the 11 General Orders;
- A.2.4 Illegal discharge of firearms;
- A.2.5 Deliberate refusal to cooperate with the implementation of law enforcement activities;
- A.2.6 Abusive behavior;
- A.2.7 Being under the influence of liquor or any other intoxicating substance while on duty; and
- A.2.8 Other similar offenses pursuant to existing laws, rules and regulations.

A.3 Grave offenses shall include, but not limited to:

- A.3.1 Using uniform other than that prescribed under the Implementing Rules and Regulations of RA 11917;
- A.3.2 Using personally owned or unlicensed firearm during tour of duty;
- A.3.3 Allowing the use/lending issued firearms to unauthorized persons;
- A.3.4 Assisting, abetting or protecting criminals while on duty or during off duty;
- A.3.5 Unauthorized access/disclosure of classified information to any person;
- A.3.6 Refusal to provide information to authorized persons;
- A.3.7 Illegal search;
- A.3.8 Indiscriminate discharge of firearm;
- A.3.9 Abuse beyond the scope of authority;
- A.3.10 Misrepresentation in the submission of documents for renewal of license;
- A.3.11 Use of and/or employment of canine teams for purposes of committing threats, intimidation, coercion or any other crimes/offenses, including show of force;
- A.3.12 Commission of crimes involving moral turpitude and other special laws; and
- A.3.13 Other similar or analogous offense pursuant to existing laws, rules and regulations.

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Handwritten mark

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Vice President, Admin and Finance
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Crisostomo M. Mariano
(AGENCY)

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B. Penalties. Without prejudice to criminal prosecution, the following penalties maybe imposed, after due process, upon any private security personnel, thereafter found guilty of committing any of the offenses previously enumerated in the three preceding sections:

- 1 For light offenses – One (1) to thirty (30) days suspension or a fine ranging from One Hundred Pesos minimum to Five Hundred Pesos maximum (PhP 100.00 to PhP 500.00) or both;
- 2 For less grave offenses – One (1) month and one (1) day to six (6) months suspension or a fine ranging from Five Hundred Pesos minimum to One Thousand Pesos maximum (PhP 500.00 to PhP 1,000.00) or both: and
- 3 For grave offenses – Suspension, Cancellation or Revocation of License as determined by the SOSIA License Revocation Board (SLRB) and subject to the approval of the Chief, SOSIA.

2 Sanctions against Private Security Agency

2.1 A fine shall be imposed to the Agency the amount of One Hundred Thousand Pesos (PhP 100,000.00) for the first offense; Two Hundred Thousand Pesos (PhP 200,000.00) for the second offense; and Three Hundred Thousand Pesos (PhP 300,000.00) and termination of contract for the third offense upon thirty (30) days prior notice therefore to AGENCY.

2.2 Classification of offenses. Except in cases already specifically provided in this contract, the following term shall be construed to mean as indicated:

a. Light offenses committed by AGENCY shall include, but not limited to:

1. Late or failure to maintain and/or submit records/reports;
2. Posting security personnel not covered by written contract; and
3. Other similar offenses pursuant to existing laws, rules and regulations.

b. Less grave offense committed by AGENCY shall include but not limited to:

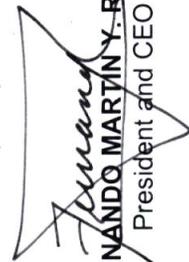
1. Ordering its posted security guards to conduct illegal search;
2. Posting unlicensed personnel for duty;

Contract between NPC and Linker's Security Agency
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3. Posted personnel not wearing the prescribed uniform; and
 4. Other similar offenses pursuant to existing laws, rules and regulations.
- c. Grave offense committed by AGENCY shall include but not limited to:
1. When the Agency has been found to be violating the minimum wage rates fixed by law that should be granted to the security guards;
 2. Use and/or possession of firearm that is personally owned by security guard or other person or entity than the firearm of the AGENCY;
 3. Issuing unlicensed firearm to guards;
 4. Abuse or acting beyond the scope of authority;
 5. Use and/or employment of security guard for purposes of committing threats, intimidation, coercion or any other crime/offenses, including show of force;
 6. Violation of Sections 237 (Security Services Operator's Creed), 238 (Code of Conduct) and 239 (Ethical Standards of the Security Services Operators) of the IRR of RA 11917;
 7. Other similar offenses pursuant to existing laws, rules and regulations.

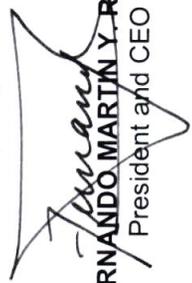
2.3 Penalties. Without prejudice to criminal prosecution, the following penalties may be imposed on the AGENCY after due process and thereafter found guilty of committing any of the offenses previously enumerated in preceding section.

- a. For light offense committed by AGENCY:
1. Deduction from the billing of PhP 5,000.00 for 1st offense;
 2. Deduction from the billing of PhP 10,000.00 for 2nd offense; and
 3. Deduction from the billing of PhP 15,000.00 and termination of contract upon thirty (30) days prior written notice therefore to Agency for 3rd offense.

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tw

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b. For less grave offense committed by AGENCY:

1. Deduction from the billing of PhP 10,000.00 for 1st offense;
2. Deduction from the billing of PhP 20,000.00 for 2nd offense;
3. Deduction from the billing of PhP 30,000.00 and termination of contract upon thirty (30) days prior written notice therefore to Agency for 3rd offense.

c. For grave offense committed by AGENCY:

1. Deduction from the billing of PhP 50,000.00 for 1st offense;
2. Deduction of PhP 100,000.00 for 2nd offense; and
3. Termination of contract upon thirty (30) days prior written notice therefore to AGENCY for the 3rd offense.

2.4 Miscellaneous

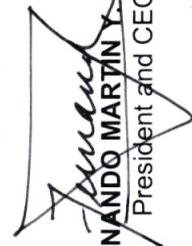
NPC, TSSD or its authorized representative shall impose on AGENCY penalties for violations of this Contract committed by the AGENCY as listed below, if applicable:

	<u>AGENCY VIOLATIONS</u>	<u>PENALTY</u>
a	AGENCY failed to provide the required service vehicle as per Contract	Deduction from the billing of PhP1,000.00 per vehicle per day
b	AGENCY'S service vehicle is unserviceable or not usable due to unavailability of fuel	Agency shall repair vehicle within 2 days and NPC to start deduction from the billing of PhP1,000.00 per vehicle per day after 2 days, if not repaired or not usable
c	AGENCY provided a service vehicle but not in accordance with the Contract	Deduction from the billing of PhP500.00 per vehicle per day
d	AGENCY'S radio/communication equipment is defective or unserviceable	Deduction from the billing of PhP500.00 per radio equipment per day
e	AGENCY failed to provide the required number of radios or communications equipment as required by the Contract or the issued radios or communications has no license	Deduction from the billing of PhP500.00 per radio or communications equipment per day
f	AGENCY issued a firearm of lower caliber than required by the Contract	Deduction from the billing of PhP500.00 per firearm per day

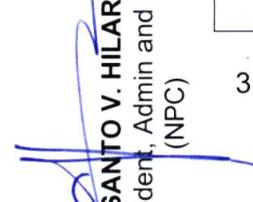
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(NPC)


Crisostomo M. Mariano
(AGENCY)

BY:

LINKERS SECURITY AGENCY
(AGENCY)


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g	AGENCY failed to issue the required equipment required by the Contract, like metal detectors, power source, antenna, etc. or has issued, but unserviceable	Deduction from the billing of PhP200.00 each for lacking or unserviceable equipment per day
h	AGENCY has not issued any magazine or holder for extra ammunition	Deduction from the billing of PhP200.00 per magazine per day
i	AGENCY has issued ammunitions short of the requirements as per Contract or has issued defective bullets	Deduction from the billing of PhP100.00 per unavailable ammo per day
j	Guard performing duty for more than eight (8) hours without written permission from the head of installation	Deduction from the billing of PhP200.00 per violation
k	AGENCY failed to issue firearm or the issued firearm to posted guard is defective	Deduction from the billing of PhP500.00 per post/firearm per day
l	All guards shall receive at least Php 50.00 monthly uniform allowance incorporated in their salary which is separate from the four (4) complete sets of Type A Uniform including Agency, PADPAO and SOSIA patches, collar pins, name cloth, agency name cloth, whistle and lanyard and other accessories as described in PNP-SOSIA Private Security Personnel Uniform and Equipment Board Res. No. 2017-001 to be given free prior to the commencement of the Contract	Deduction from the billing of Php1,500.00 per set of uniform
m	Agency failed to provide the necessary consumable Materials and Equipment (representing first aid kit, logbook, ballpen, bond paper and plastic caution/barricade tape) at the start of the contract and year thereafter	Deduction from the billing of Php100.00 per unit of undelivered items

- 3 NPC, TSSD or its authorized representative shall inform AGENCY of any offense or violation of rules, name of guard apprehended, time and date of apprehension. Apprehension reports shall be signed by the apprehended party and apprehending party.

ARTICLE IX RIGHTS OF NPC TO TERMINATE CONTRACT

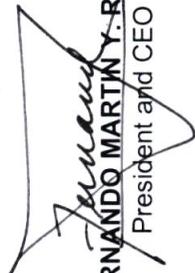
1. It is expressly understood herein that the relationship of AGENCY with NPC is based purely on the trust and confidence of the latter in the former and that NPC shall have the right to terminate the Contract in case of loss of said trust and confidence in AGENCY, upon thirty (30) days prior written notice therefore to AGENCY.
2. NPC shall have the right to terminate the Contract, after a thirty (30) day written notice therefore to the AGENCY on the following grounds:

Contract between NPC and Linker's Security Agency
Supply of Two (2) Year Security Services for National Power Corporation Head Office, Diliman,
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NATIONAL POWER CORPORATION
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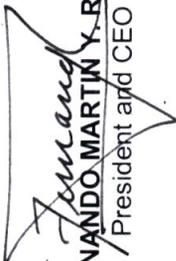

ELSIE S. MARIANO
Sole Proprietor and Chief Executive Officer

- a. When AGENCY guard has willfully and intentionally or through negligence caused the death of or has inflicted serious physical injury on any person or any NPC personnel inside NPC premises/installation while on official duty.
 - b. When AGENCY guard has willfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of NPC, great destruction of NPC properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.
 - c. When AGENCY has violated other obligation required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by NPC.
 - d. When AGENCY fails to pay the salaries of guards in accordance with Annex "A" of the Contract for one (1) month without just cause.
 - e. When upon result of the audit findings, NPC finds the AGENCY resorting to unauthorized, illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.
 - f. When NPC finds the AGENCY to have failed in their obligation to any of its guards based on the AGENCY'S Contract with NPC, thus, affecting the state of morale and efficiency of the entire force.
 - g. When AGENCY increased or decreased the number of guards without written approval of NPC.
 - h. A percentage lower than 85% for two consecutive ratings in the Form NPC-007.F01, Monitoring Sheet for Externally Provided Processes/Services.
3. NPC as its interest may require, shall have the right to cancel or terminate the award of this Contract when the AGENCY, upon written notice, fails to comply any or all of the following, before the initial posting:
 - a. Open a Special Bank Account as provided under this Contract to be presented to NPC;
 - b. Present physically to NPC (head of installation or his designee) all the equipage requirement under this Contract, including the list of names of security guards to be posted; and/or
 - c. Provide the performance security as required under this Contract within the reasonable period prescribed by NPC.
 4. NPC may, without incurring any liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to the AGENCY. The notice of termination shall specify that such termination is for NPC's convenience and state the extent to which

Contract between NPC and Linker's Security Agency
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Handwritten initials

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President and CEO

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Vice President, Admin and Finance
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PRESENT OF:

BY: 
Crisostomo M. Mariano
(AGENCY)

LINKERS SECURITY AGENCY
(AGENCY)

BY: 
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Sole Proprietor and Chief Executive Officer

performance of work under the Contract is terminated and the date upon which such termination becomes effective.

**ARTICLE X
WARRANTY CLAUSE**

The AGENCY hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the AGENCY will not subcontract any portion or portions of the scope of work of the Contract awarded (to him to any official or employee of NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC officials who are directly and/or indirectly involved in the Contract awards or project execution); that if any commission is being paid to a private person, he shall disclose the name of said person and the amount being paid; and that any violation of this warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction from the Contract price of the consideration or commission paid without prejudice to the filing of civil or criminal action under the Anti-Graft Law and other applicable laws against the AGENCY and/or his representative and NPC official/employee.

**ARTICLE XI
VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XII
VENUE OF ACTION AND COURT LITIGATION**

The parties hereto hereby agree that the venue of action for any cause or causes of action, which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

In case of Court litigation arising out of any violation of the terms and conditions of this Contract by AGENCY, or from any cause arising there from, the AGENCY shall, in addition to the judgment award, pay to NPC attorney's fees and litigation expenses amounting to twenty percent (20%) of the judgment award but in no case shall such fees be less than P50,000.00.

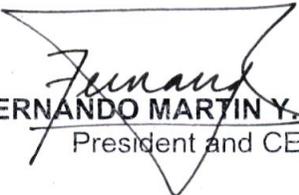
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IN WITNESS WHEREOF, the parties hereto have signed this presence on this 3rd day of July 2025 in Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

By:


FERNANDO MARTIN Y. ROXAS
President and CEO

LINKER'S SECURITY AGENCY
(AGENCY)

By:


ELSIE S. MARIANO
Sole Proprietor and Chief Executive Officer

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President, Administration and Finance
(NPC)


Crisostomo M. Mariano
(AGENCY)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Senior Department Manager, Finance

Certificate of Budgetary Inclusion	
Period:	Jan. 1 - June 15, 2025
Account:	067-FAD-27-06-5506
Cost Center:	2602014
Amount:	₱ 8,786,196.49

Certificate of Budgetary Inclusion	
Period:	Jan - Dec, 2026
Account:	007-FAD-26-06-5993
Cost Center:	2602014
Amount:	₱ 19,169,883.24

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	ms
JOB ORDER	m 067
COST CENTER	2602014
AMOUNT	₱ 10,383,686.71

Contract between NPC and Linker's Security Agency
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Contract No. LOG MSSP 2025-06-041-MDC

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY } S. S.

JUL 03 2025

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _____, 2025, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty five (25) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2025
IBP Lifetime No. _____
PTR No. _____



ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-409(2025 2026)
Commission Expires on 31 December 2026
Roll No. 44291
IBP No. 503063; 01/08/2025; Tarlac
PTR No. 7132156; 01/15/2025; Quezon City
MCLE No. VII-0016459; 4/27/2024, Pasig City
4th Floor, Gabriel Y. Itchon Building
Senator Miriam P. Defensor Santiago Avenue
Diliman, Quezon City

Doc. No. 6 ;
Page No. 3 ;
Book No. 1 ;
Series of 2025.

Contract between NPC and Linker's Security Agency
Supply of Two (2) Year Security Services for National Power Corporation Head Office, Diliman,
Quezon City and Records Building and Training Center, Minuyan, San Jose Del Monte City, Bulacan
Contract No. LOG MSSP 2025-06-041-MDC

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY } S. S.

JUN 24 2025

QUEZON CITY

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _____, 2025, personally **MS. ELSIE S. MARIANO**, Sole Proprietor and Chief Executive Officer, **LINKER'S SECURITY AGENCY** with Identification Document in the form of PID NO. 4914-9971-1024-0708, issued by _____ at _____, on _____, known to me and to me known to be the same person who executed the foregoing instrument consisting of twenty five (25) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

WITNESS MY HAND AND SEAL on the date and at the place first above-written.

Notary Public
Until December 31, 2025
IBP Lifetime No. _____

ATTY. FELIZARDON M. IBARRA

NOTARY PUBLIC FOR QUEZON CITY, UNTIL DEC 31 2025
ROLL NO. 80835
PTR NO. 6986788 01/07/2025 Q.C
IBP NO 331/61, DECEMBER 19, 2023
MCLE COMP NO VIII-0000973 / UNTIL APRIL 14
ADM. MATTER NO NP-088 / (2025-2026)
LOT 27 BLOCK VI NO. 1160 QUIRINO HIWAY
BRGY. KALIGAYAHAN Q.C

Doc. No. 92 ;
Page No. 12 ;
Book No. 12 ;
Series of 2025.

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Contract No. LOG MSSP 2025-06-041-MDC

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ANNEX "A"

**NATIONAL POWER CORPORATION
MONTHLY RATES OF SECURITY GUARDS**

A. The monthly rate per agency guard for eight (8)-hour duty shall be as follows:

Category of Guard	Monthly Rate per Installation (in Php)	
	NPC-Head Office, Diliman, Quezon City	Records Bldg. & Training Center, SJDM, Bulacan
Regular Security Guard	23,892.61	20,380.91
Category of Guard	Monthly Rate per Installation (in Php)	
	NPC-Head Office, Diliman, Quezon City	
Senior Guard	24,042.61	
Category of Guard	Monthly Rate per Installation (in Php)	
	NPC-Head Office, Diliman, Quezon City	
Supervising Guard	24,242.61	

B. The primary breakdown (guard/agency sharing) of the said monthly rate for Regular Security Guards/Senior Guard/Supervising Guard shall be:

LOCATION	Rate per Category of Guard (in Php)		
	Supervising	Senior	Regular
<u>NPC-HO, Diliman, Quezon City (W.O. No. NCR-25)</u>			
A. Amount due to Guard and Government	27,213.08	27,013.08	26,863.08
B. Amount due to Agency	5,442.62	5,402.62	5,372.62
C. VAT	653.11	648.31	644.71
TOTAL	33,308.81	33,064.01	32,880.41
<u>Records Bldg. & Training Center, SJDM, Bulacan (W.O. No. RBIII-24)</u>			
A. Amount due to Guard and Government	-	-	22,929.14
B. Amount due to Agency	-	-	4,585.83
C. VAT	-	-	550.30
TOTAL	-	-	28,065.27

C. Further breakdown of amount to Regular Security Guards are:

LOCATION	Rate per Category of Guard (in Php)		
	Supervising	Senior	Regular
<u>NPC-HO, Diliman, Quezon City</u>			
A. Amount due to Guard	24,242.61	24,042.61	23,892.61
B. Amount due to Government (SSS, Philhealth, State Insurance/ECC & Pag-IBIG)	2,970.47	2,970.47	2,970.47
TOTAL	27,213.08	27,013.08	26,863.08

Contract between NPC and Linker's Security Agency
Supply of Two (2) Year Security Services for National Power Corporation Head Office, Diliman, Quezon City and Records Building and Training Center, Minuyan, San Jose Del Monte City, Bulacan
Contract No. LOG MSSP 2025-06-041-MDC

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Records Bldg. & Training Center, SJDM, Bulacan			
A. Amount due to Guard	-	-	20,380.91
B. Amount due to Government (SSS, Philhealth, State Insurance/ECC & Pag-IBIG)	-	-	2,548.23
TOTAL	-	-	22,929.14

TOTAL AMOUNT: PHP 38,339,766.48
AMOUNT IN WORDS: THIRTY EIGHT MILLION THREE HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED SIXTY SIX PESOS AND 48/100

ANNEX "B"

**NATIONAL POWER CORPORATION
SECURITY GUARDS AND EQUIPAGE TO BE ISSUED**

SECURITY GUARDS AND EQUIPAGE TO BE ISSUED

LOCATION	CATEGORY OF GUARDS POSTED			TYPE OF FIREARMS	
	Regular Guard	Senior Guard	Supervising Guard	9MM	12 Gauge Shotgun
NPC-HO, Diliman, Quezon City	43	1	2	24	1
Records Bldg. & Training Center, SJDM, Bulacan	3	-	-	1	-
TOTAL		49		25	1

REQUIRED ANCILLARY EQUIPMENT

NPC-HO, Diliman, Quezon City		
	TYPE	QUANTITY
Sevice Vehicle	Motorcycle, 125cc (at least 2022 model)	1
Ancillary	Metal Detector	8
	Search Mirror	4
	Reflectorized Traffic Vest	4
	All Weather Flashlight, 1000 lumens, rechargeable	8
	Handcuff (Stainless)	24
Telecommunication	Base Radio with LCD display and external speaker/PTT min. radius of 2km w/ antennae and cable	1
	Portable Handheld Radio (IP 67 protection and have at least up to 1-6 channels) with earphone, Spare Battery and Charge	19
Office Equipment	Computer Set with printer	1
Records Bldg. & Training Center, SJDM, Bulacan		
Ancillary	Handcuff (Stainless)	1
	All Weather Flashlight, 1000 lumens, rechargeable	1

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MATERIALS AND EQUIPMENT

NPC-HO, Diliman, Quezon City		
	TYPE	QUANTITY
Materials and Equipment (consumable)	First Aid Kit	92
	Logbook	504
	Ballpen	1,512
	Bond paper	20
	Plastic Caution/Barricade Tape	8
Records Bldg. & Training Center, SJDM, Bulacan		
Materials and Equipment (consumable)	First Aid Kit	6
	Logbook	24
	Ballpen	48
	Bond paper	4
	Plastic Caution/Barricade Tape	4

NOTES:

- 9mm Firearm shall have 2 magazines with holder and 14 rounds of ammunition
- 12 Gauge Shotgun shall have 1 holer or bullet holder and 12 rounds of ammunition
- Handcuff should be stainless
- Flashlights should be 100 lumens, rechargeable and all weather
- First Aid Kit shall contain the following:
 - 1 absorbent cotton (10 Grams)
 - 1 gauze bandage (24x20 mesh) or 2" x 6 yds
 - 1 betadine (5 ml.)
 - 1 Alcohol (60 ml., 70% solutions)
 - 1 White Flower (1.5 ml.)

EFFECTIVITY: _____
 CHARGEABLE TO WORK ORDER NO. _____
 COST CENTER NO.: _____

Any subsequent addition or reduction in the number of each category of security guards and equipage mentioned above shall be amended only in this Annex "B" of the Contract.

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 Contract No. LOG MSSP 2025-06-041-MDC

Handwritten mark