

CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** made and entered into by and between:

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, REGIONAL OFFICE VII, duly organized and existing under the laws of the PHILIPPINES, with official address at National Government Center, Sudlon, Lahug, Cebu City, represented herein by its Regional Executive Director, **PAQUITO D. MELICOR**, herein after referred to as the **CLIENT**;

And

L AND G SECURITY & INVESTIGATION AGENCY a security duly organized and existing and by virtue of the laws of the Philippines, with business address at 905 B D. Jakosalem Street, Brgy. Zapatera, Cebu City represented by its Proprietor/General Manager **Ms. Lucelita L. Liaz, CSP** hereinafter referred to as the **AGENCY**;

WITNESSETH:

WHEREAS, the **CLIENT**, a government agency more specifically known as the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES** located at National Government Center, Sudlon, Lahug, Cebu City and desirous in engaging the services of the **AGENCY** for the purpose of protecting its properties and its premises at the abovementioned address from theft, pilferage, robbery, damage and losses, bodily harm and other unlawful acts of persons;

WHEREAS, the **AGENCY**, duly licensed and recognized to render security services has agreed to safeguard and protect the properties of the **CLIENT**;

NOW, THEREFORE, for and in consideration of the services to be rendered by the **AGENCY** of the mutual covenants and stipulations herein under set forth, the parties have agreed to the following terms and conditions:

1. **TERM.** This contract of agreement is effective **January 1, 2022 - December 31, 2022**.

All judicial and extra-judicial expenses which will be incurred by the **AGENCY** in connection with the performance of the guards of their duties and functions particularly those in accordance with the policies and/or orders of the **CLIENT** shall be for the account of the latter.

The **AGENCY** shall provide to the undersigned security personnel with **GROUP INSURANCE** to be used in case of emergency while performing their duties and responsibilities.

SCHEDULE OF WORK. The **AGENCY** shall provide security services for a period of twenty-four (24) hours daily including Saturdays, Sundays and legal holidays in DENR-7, National Government Center, Sudlon, Lahug, Cebu City and twelve (12) hours daily in Camp Forestal, Capitol Hills, Cebu City.

COMPENSATION. For and in consideration of the foregoing terms and conditions, the **CLIENT** agrees to pay the **AGENCY** the total amount of **TWO MILLION TWO HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED SEVENTY FIVE PESOS AND NINETY SIX CENTAVOS (Php 2,248,275.96)** intended for Nine (9) guards in the DENR7 National Government Center, rendering eight (8) hours per day and one (1) guard for the DENR7 Nursery Camp Marina, Capitol Hills, Cebu City for twelve (12) hours inclusive of twelve (12) percent VAT. The **CLIENT** cannot deduct anything or withhold payment for any reason from the billing of the **AGENCY** unless duly authorized by the **AGENCY** in writing.

2. OBLIGATION.

The **AGENCY** shall provide the **CLIENT** during the lifetime of the contract licensed security guards with duly licensed firearms and prescribed uniforms and sufficient number of rounds of ammunitions, as may be warranted under the circumstances to safeguard the **CLIENT's** building including all properties and articles kept and/or existing therein under inventory and except personal belongings if the same is entrusted to the security guards against loss or damage while in the hands of the security guard, then the **AGENCY** is responsible;

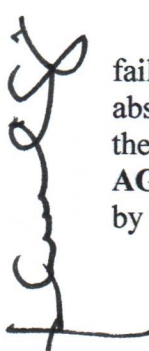
That in case where the loss or damage of property in a closed warehouse, and/or office where the Security Guard is being posted, the **AGENCY** will not be held responsible unless otherwise proven that the door or any part of the building was forcibly opened and that such loss or damage of properties and articles was due to the act of omission or negligence of the security guard and the same is reported to the security guard immediately upon its discovery on the loss or damage of the properties or articles;

That in case where such loss or damage was the result of any or all of the following: Robbery in Band, Mob Violence, Tumultuous Affray, Act of Dissidence, War and Revolution, the **AGENCY** is not responsible unless proven otherwise;

That in times when the security guard on duty meets an accident of any kind, the **AGENCY** should take the immediate care and responsibility upon notice by the **CLIENT**, and the **CLIENT** shall not in any way be responsible for any injuries or death of the security guards;

That the **AGENCY** shall solely assume all responsibility for any claim/claims or demands by the armed security guards detailed by the **AGENCY** at the **CLIENT** for non-payment of compensation and any act covered by Philippine Labor Laws, including overtime pay, extra compensation on Sundays and Legal Holidays, liabilities under the Workmen's Compensation Act, Minimum Wage Law, Termination pay law and other laws, ordinances and regulations that may now or may thereafter exist; provide, however, that the same shall have been paid by the **CLIENT** to the **AGENCY**;

That the **AGENCY** shall likewise be liable should the security guards assigned to the **CLIENT** failed or refused to perform their duties. In the event, the guards assigned to the **CLIENT** abandon or absent themselves from their post, the **AGENCY** is therefore, also liable to pay/refund the **CLIENT** the money value of the period covered by their absence or abandonment of their post; should the **AGENCY** fail to replace the said security guard; the **AGENCY** should be liable to the damage caused by the guards abandonment as well as breach of contract;



That in case of emergency, such as fire, earthquake, riots, strikes or any other unusual disturbances beyond the control of the **AGENCY**, the security guard is expected to exercise due diligence to save the properties of the **CLIENT**, its personnel and its tenants from any damage, loss or injury in which case the security guard is free from any liability and obligation;

That the **AGENCY** shall exercise disciplinary authority over the security guards, however, the **CLIENT** shall share operational control of the security guards assigned specially in the implementation of its policies, rules and regulations;

That the security guard of the **AGENCY** assigned to the **CLIENT** cannot be hired or employed directly or indirectly by the **CLIENT** through another security agency absorbed, retained, posted or assigned to the **CLIENT** or its branches within a period of one (1) year after termination of this contract. That violation of this particular provision the **CLIENT** agrees to pay the **AGENCY** the amount equivalent to three (3) months contract per security guard;

That the **AGENCY** shall not assume responsibility and liability on the personal activities of security guards not related to his line of work such as borrowing money, lending money and other activities which are not tolerated and it is against company policy.

3. GUARANTEES

- That the **AGENCY** hereby acknowledge and affirm that the security guards assigned to the **CLIENT** are employees of the **AGENCY** and hence, are not entitled to the benefits and privileges due to the employees of the **CLIENT**;
- The **AGENCY** guarantees to the **CLIENT** that the security guards will perform their duties to the best of their ability to secure the premises of the **CLIENT** its officers, personnel and properties against unlawful acts by any person or persons, and will abide to the policies, rules and regulations of the **CLIENT**.

4. LOSSES/DAMAGES

- The **AGENCY** shall assume full responsibility for the loss or damage incurred in the **CLIENT**'s premises attributable to the negligence and fault of the security guard during his tour of duty within his area of responsibility except in cases where such loss or damage is due to force majeure and personal action of the security guard not related to security after a thorough formal investigation has been conducted jointly by the **CLIENT** and the **AGENCY** Provided, however that such item lost or damaged have been personally entrusted to the security guard on duty.

The **CLIENT** obligates itself to report in writing to the **AGENCY** the existence of loss or damage of the **CLIENT**'s properties within forty-eight (48) hours of its occurrence or discovery whichever is late otherwise, the **AGENCY** shall not be liable thereto, and shall be free from any and all damages/losses arising therefrom.

That in case of loss or damage and upon joint investigation conducted, the security guard is found responsible due to negligence of duty, the extent of loss or damage of the item shall be on the actual value or the item less depreciation in case of payment or for repair or replacement or equivalent thereof in appearance and condition.

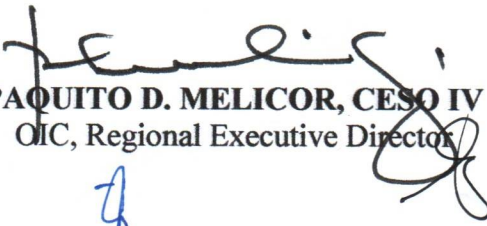
Should cash payment is involved, it shall be paid by instalment thru deduction on the billing starting on the date of the result of the findings as duly authorized in writing by the **AGENCY**. The amount of deduction shall not be more than twenty-five (25%) percent of the total billing of the **AGENCY** to the **CLIENT**. Any loss or damage involving personnel of the **CLIENT** directly or indirectly due to connivance or negligence shall be the responsibility and obligation of the person concerned.

That if any the provisions of this **CONTRACT** is declared illegal, null and void by the proper court, other provision not affected herein shall be enforced and binding between the contracting parties.

IN WITNESS WHEREOF, the parties through their authorized representative have set their hands and affixed their signature this 1st day January 2022, in the City of Cebu.

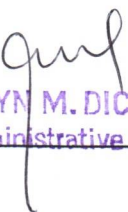
**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**

**L AND G SECURITY &
INVESTIGATION AGENCY**


PAQUITO D. MELICOR, CESO IV
OIC, Regional Executive Director



LUCELITA L. LIAZ, CSP
Proprietor/General Manager

SIGNED IN THE PRESENCE OF:


EMMELYN M. DICIDAN
OIC, Administrative Division


SHIRLEY B. CAPILLANES
ADMIN OFFICER

FUNDS AVAILABILITY


JOVY O. NOVABOS
Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CEBU) S.S.

BEFORE ME, this 1st day of January 2022 at Cebu City, personally appeared LUCELITA L. LIAZ with her competent Identity no. SS ID NO. 0069857-1 issued at DM City and PAQUITO D. MELICOR with competent identity no. 0003651 issued at PRC Manila known to me and to me known to be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free act and voluntarily deed.

This instrument consists of five (5) pages including this page on which the acknowledgment is written and has been signed by the parties and their instrumental witnesses.

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Page No. 82 :
Book No. III :
Series of 2022

NELSON J. MONDIGO
NOTARIAL COMMISSION NO. 32-18
NOTARY PUBLIC
CEBU CITY PHIL. UNTIL DEC. 31, 2021
2ND FLR. RM 205 MEDALLE BLDG.
ROLL OF ATTORNEY NO. 42466
PTR NO. 699589 1/22/2021 CEBU CITY
IBP NO. AR44503418 1/22/2021 CEBU CITY
MCLE COMPLIANCE NO VI-0010809

