

SECURITY SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into by between; **DEPARTMENT OF INTERIOR & LOCAL GOVERNMENT REGION XII** duly organized and existing, under and by the virtue of the laws of the **REPUBLIC OF THE PHILIPPINES**, and with principal address at **Sumpay Building, Pantua Street, Marañon Village, Koronadal City, South Cotabato** and represented by its **Regional Director, MR. REYNALDO M. BUNGUBUNG, CESO IV**, herein after referred as **CLIENT**.

HILITE SECURITY AGENCY, INC. is duly organized and existing and by the virtue of the laws of the **REPUBLIC OF THE PHILIPPINES** with principal address at **Judge Alba Street, Purok St. Gabriel, Zone 3, Koronadal City, South Cotabato** represented herein by its **Security Director, SPO4 GERARDO L. GOLINGAY, RCRIM (RET.)** herein referred to as the **AGENCY**.

WHEREAS, the **CLIENT** is desirous of securing its property against theft, pilferage, robbery, and all acts against property by strangers or malefactors as well as protecting its offices, directors, employees, visitors and guests from assault, harassment, threat or intimidation relative to the maintenance of security and safety thereat.

WHEREAS, the **AGENCY** is desirous and has the capability to secure, safeguard and protect the properties, both real and chattel against theft, robbery, pilferage, intentional destruction and/or malicious mischief and other similar acts.

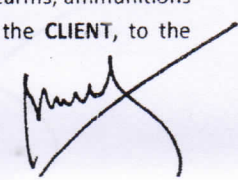
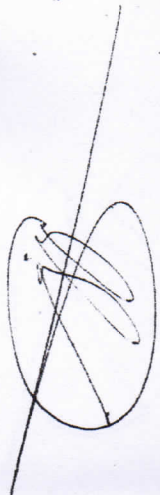
WHEREAS, the **AGENCY** is desirous and has the capability to secure, safeguard and protect the client, its directors, officers, employees, clients, customers, visitors, and other persons doing business with the client from assault, harassment, threat, intimidation or bodily harm including commotions, public disturbances and other similar acts.

WHEREAS, the **AGENCY** is capable of preventing the occurrence of crimes against property and persons and of controlling the same within the clients premises.

WHEREAS, the **AGENCY** has the capability to enforce and assist in the implementation of its rules, policies, regulations in relation to the general security and maintenance of the Establishment and its personnel, customers, clients, visitors, and similar persons.

NOW THEREFORE, for and in consideration of foregoing premises, the parties hereto have agreed and do hereby mutually agree to the following arrangement, stipulation, terms and conditions:

1. The **AGENCY** will provide the **CLIENT** with qualified, efficient, trained and uniformed security guards and its premises located at **Sumpay Building, Pantua Street, Marañon Village, Koronadal City, South Cotabato**
2. The **AGENCY** will provide at its expense the necessary firearms, ammunitions and other equipment and tools deemed necessary by the **CLIENT**, to the efficient performance of its duties and responsibilities.



As required by the **CLIENT**, security guards to be assigned at the premises of the **CLIENT** will initially consist of **TWO (2)** guard/s to take the tour of duty.

3. It is expressly understood herein that the guards of the agency is/are NOT in any way considered the employees of the **CLIENT** and such the **AGENCY** will be responsible for any claim for personal injury or damages arising out of and in course of the performance of security function and duties.
4. The **AGENCY** shall be responsible for any loss of property or damage to the properties that may be suffered by the **CLIENT** except those that can be easily transported or disposed of or which cannot be considered as bulky such as but not limited to pocket calculators, jewelries, and cash occurring or taking place during the tour of duty of the guards of the **AGENCY**, and made known in writing within forty eight (48) hours from the occurrence or discovery and which loss or damage is due to negligence of the performance of the security functions and duties of the security guards, and provided further that the **AGENCY** shall be responsible only for the losses or damages to the **CLIENT** whenever there is a sign that the door, window or the points entrance / exit were subjected to force. It is expressly understood however, that the **AGENCY** shall not be liable for the loss damage to the property due to fortuitous events or force majeure.
5. The **CLIENT** reserves the right to terminate contract immediately if guards have been found to be negligent, or had been found to be inefficient, incompetent, disrespectful, dishonest, and uncooperative; in the opinion of the **CLIENT**.
6. The **CLIENT** agrees to escalate the contract/agreement rate as herein provided due to labor laws, Presidential Decrees, Letter of Instructions, General Order and social legislation for employee/s and working men.
7. For and in consideration of the services rendered by the **AGENCY** to the **CLIENT, DEPARTMENT OF INTERIOR & LOCAL GOVERNMENT, REGION 12** and during the terms of this agreement, the latter shall pay to the former sum of **FOURTEEN THOUSAND THREE HUNDRED SEVENTY-FIVE PESOS ONLY (Php 14,375.00)** per month, per guard for **TWELVE (12)** hours duty Monday to Friday including Saturdays, Sundays and Holidays payable every 15th and 30th days of the month.
8. This **Contract Agreement** shall take effect on **February 1, 2017** until **December 31, 2017**.
9. In case of litigation arising from or in connection with the contract, venue of action shall be in the proper Regional or Metropolitan Trial Court of Koronadal City, Province of South Cotabato and the amount equivalent to 25% of the amount claimed shall be due and demandable as attorney's fees.

