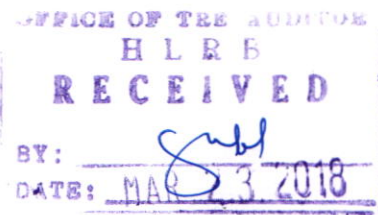


SECURITY SERVICES CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This Contract, entered into and executed this \_\_\_\_\_, at Quezon City, Philippines by and between:

The **HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government entity with temporary office and business address at Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City, represented by its Commissioner and Chief Executive Officer, **ATTY. LLOYD CHRISTOPHER A. LAO**, herein referred to as the **CLIENT**;

- and -

**GREENLEAF SECURITY SERVICES CO.**, organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at 12 Xavierville Avenue corner Pajo Street, Loyola Heights, Quezon City, represented herein by its Marketing Manager, **MR. DENNIS R. MESCALLADO**, herein referred to as the **AGENCY**.

WITNESSETH: That

**WHEREAS**, the **CLIENT** is desirous of engaging the services of the **AGENCY** for the purpose of maintaining peace and order, security and safety on **CLIENT**'s premises at Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City by guarding and protecting its properties within the areas of responsibilities, its immediate surroundings and such other places as designated by the **CLIENT**, from forcible entry, robbery, theft, destruction or damages to properties as well as protecting its officers and employees and visitors from assault, harassment, threat or intimidation and other harmful acts; and enforcing and implementing its orders, directives, rules, policies and regulation relative to the maintenance of security and safety, thereat;

**WHEREAS**, as a result of the public bidding duly conducted for the purpose on 19 December 2017, the HLURB Special Bids and Awards Committee (SBAC) recommended the award of the Contract for Security Services to **GREENLEAF SECURITY SERVICES CO.** since the latter's offer is the most advantageous and not prejudicial to HLURB.

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the mutual stipulations and covenants hereinafter set forth, the parties hereto have agreed and by these presents do hereby mutually agree, bind and obligate themselves as follows:

ARTICLE I  
AREA OF RESPONSIBILITY

The **AGENCY** shall provide Security Services to the **CLIENT** at its Central Office and Expanded National Capital Region Office located at Sunnymede IT Center, 1614 Quezon Ave., Brgy. South Triangle, Quezon City, herein referred to as the **Area of Responsibility (AOR)**.

## ARTICLE II CONTRACT DOCUMENTS

The following documents shall form integral parts of this Contract as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement of both Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government:

Annex "A" - **AGENCY's** Financial Proposal;

Annex "B" - Comprehensive Security Plan for the AOR as required by Article XII hereof;

Annex "C" - Notice of Award with the **AGENCY's** "Conforme";

Annex "D" - Other pertinent documents as may be required by the **CLIENT** and the Commission on Audit (COA).

## ARTICLE III FUNCTIONS AND DUTIES OF THE SECURITY GUARDS

The **AGENCY**, through the security guards deployed in the AOR, shall have the following responsibilities, functions and duties:

1. Maintain peace and order within the AOR and the **CLIENT's** premises and immediate surroundings;
2. Secure, protect and safeguard the **CLIENT's** properties within the AOR from theft, pilferage, robbery, vandalism, arson and other forms of destruction and damage;
3. Secure, protect and safeguard the officers, employees, visitors and guests of the **CLIENT** from assault, harassment, threat or intimidation;
4. Strictly enforce and implement orders, directives, memoranda, rules and regulations of the **CLIENT** aimed at maintaining security and safety;
5. Familiarize with and comply with the **CLIENT's** rules and regulations and other standard operating procedures promulgated by the **CLIENT** relative to the maintenance of security and safety; and
6. Such other functions and duties specified by the **AGENCY** in its Comprehensive Security Plan and Emergency Response Plan submitted as part of the bidding documents.



**ARTICLE IV  
SECURITY GUARD FORCES**

The **AGENCY** shall provide the **CLIENT** with thirteen (13) qualified, armed and uniformed guards to be deployed in the following stations of the **CLIENT**'s Offices:

AOR	Guards	Shifts/duty
GF/Parking	1	7am-5pm ( <i>No Sat/Sun/Holiday</i> )
4F	1	9am-5pm ( <i>No Sat/Sun/Holiday</i> )
6F	3	6am-2pm; 2pm-10pm; 10pm-6am ( <i>Mon-Sun, including Holidays</i> )
	1	7am-5pm ( <i>No Sat/Sun/Holiday</i> )
7F	3	6am-2pm; 2pm-10pm; 10pm-6am ( <i>Mon-Sun, including Holidays</i> )
	1	7am-5pm ( <i>No Sat/Sun/Holiday</i> )
8F	3	6am-2pm; 2pm-10pm; 10pm-6am ( <i>Mon-Sun, including Holidays</i> )

The number of guards to be deployed may be increased or decreased as necessity demands upon written request of the **CLIENT**.

**ARTICLE V  
QUALIFICATIONS OF SECURITY GUARDS**

The **AGENCY** shall submit the following to the **CLIENT** to enable the latter to determine if the security guards satisfy the **CLIENT**'s requirements:

- a. The security guard's curriculum vitae;
- b. The security guard's license card;
- c. Updated NBI clearance;
- d. Updated Police and Barangay clearance;
- e. Result of Neuro-Psychiatric Exam;
- f. Result of Drug Test.

The security guards to be deployed must possess the following minimum qualifications:

- a. Must be at least a high school graduate;
- b. Must possess good moral character and reputation;
- c. Must not have criminal or police record;
- d. Must be physically and mentally fit;
- e. Must be at least 21 years old but not more than 50 years of age;
- f. Must have a height of at least 5'4" for male, and 5'2" for female;
- g. Must have passed a Neuro-psychiatric examination and standard drug test with any authorized/acceptable agency/entity;
- h. Must be duly licensed, properly screened, and cleared by the Security Agencies and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP), the National Bureau of Investigation, and Barangay Chairman;
- i. Must have undergone formal training on security system and fire-fighting as supported by a certificate, appropriateness of which shall be determined by the HLURB; and
- j. Must have passed the marksman proficiency test as certified to by the **AGENCY**.

## ARTICLE VI PRESCRIBED ATTIRE AND EQUIPMENT

The security guards deployed by the **AGENCY** in the AOR must be in proper uniform at all times and shall be equipped with duly licensed firearms and ammunitions, nightstick and other paraphernalia for security at all times during their tour of duty.

The **AGENCY** shall install, prior to posting, CCTVs at strategic areas which will be determined by the **CLIENT**, as specified in the Comprehensive Security Plan.

The **AGENCY** shall provide, at its own expense, the necessary and sufficient equipment for security services, such as but not limited to, duly licensed firearms and ammunitions, communication equipment, nightsticks, metal detectors, flashlight, whistles, for the use of the guards on duty and shall ensure that the same are in good condition for the whole duration of this Contract.

## ARTICLE VII CONSIDERATION AND MANNER OF PAYMENT

For purposes of billing for services to be rendered under this Contract, the **CLIENT** shall pay the **AGENCY** on the 15<sup>th</sup> and end of the month, subject to auditing laws and regulations of the Government.

Together with the billing statement, the **AGENCY** shall submit the summary report of attendance and certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period and the current remittances for Pag-IBIG, PhilHealth and SSS premiums of the guards assigned to the **CLIENT** only, and a Certificate of prompt payment of salaries of security guards.

## ARTICLE VIII SUPERVISION AND CONTROL

The **AGENCY** shall exercise discipline, direct supervision, control and administration over all its security guards assigned and detailed to the **CLIENT** in accordance with law, ordinances and pertinent government rules and regulations, as well as, the rules and policies laid-down by the **CLIENT** on the matter.

The **CLIENT**, however, shall from time to time, give instructions to the security guards for proper safeguarding of the **CLIENT**'s installations, offices, equipment, vehicles, furniture and such other properties found in the AOR or its premises against theft, pilferage, sanitary standards and other unlawful acts committed by its personnel or outsiders.

The **AGENCY** shall closely check the security guards in the performance of their duties and responsibilities by conducting inspection any time of the day to ensure that they are not committing any act prejudicial to the interest of the **CLIENT** such as smoking, drinking alcoholic beverages, not wearing the proper uniform, unauthorized abandonment of post, sleeping while on duty, all of which are strictly prohibited by the **CLIENT**.

## ARTICLE IX OBLIGATIONS AND LIABILITIES OF THE AGENCY

The **AGENCY** is neither an agent nor an employee of the **CLIENT** and the security guards to be deployed by the **AGENCY** in the AOR are not in any manner to be considered as employees of the **CLIENT**. Accordingly, the **CLIENT** shall not be responsible for any and all claims for personal injury or



death, or damage to, or loss of properties, caused to any of the security guards or to any third parties where such injury or death arises out of or in the course of the guard's duties.

The **AGENCY** is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of an employer-employee relationship.

The **AGENCY** shall be responsible for any loss of, or damage to, any **CLIENT** property within its AOR occurring or taking place during the tour of duty of the security guards of the **AGENCY**, and made known in writing to the **AGENCY** within forty-eight (48) hours from the time of discovery of the loss or damage, unless the **AGENCY** is able to prove in a joint investigation conducted by the representatives of the **AGENCY** and the **CLIENT** that there was no fault or negligence on the part of the **AGENCY's** security guard/s. Provided, however, the **AGENCY** shall not be liable for the losses or damages due to fortuitous events or force majeure, and such other causes which are beyond the control of the assigned guards.

#### ARTICLE X REPLACEMENT OF SECURITY GUARDS

The **AGENCY** shall replace the assigned security guards every quarter or three (3) months to avoid familiarity.

The **CLIENT** shall have the right to have the security guards assigned thereto changed or replaced at any time if the **CLIENT** finds or believes that their performance is considered below par or whose conduct is unsatisfactory, or their actions tend to prejudice the interest of the **CLIENT**. The **CLIENT's** decision on such matters shall be final and binding. Failure on the part of the **AGENCY** to take appropriate action thereon within forty-eight (48) hours from receipt of formal advice from the **CLIENT** shall be considered a valid cause for the termination of this Contract.

The **AGENCY** shall furnish the **CLIENT** the list of substitute guards prior to deployment.

The **AGENCY** shall not relieve, suspend or replace any security guard assigned to the **CLIENT** without prior notice of at least three (3) days to the latter except when his/her continued employment poses danger and imminent threat to the life or property of the **CLIENT's** officials and employees or to the **CLIENT's** property.

In case of leave or absence of the **AGENCY's** security guard assigned to the **CLIENT**, the **AGENCY** shall provide the replacement of the security guard on leave or absent and shall be properly endorsed to the **CLIENT**.

#### ARTICLE XI COMPREHENSIVE SECURITY PLAN AND EMERGENCY RESPONSE PLAN

The **AGENCY** shall prepare and submit to the **CLIENT** a comprehensive security plan and emergency response plan within ten (10) days from the issuance of the Notice of Award. Should the **CLIENT** require revisions on the said plans, the **AGENCY** should finalize and submit the same within fifteen (15) days from the date of the request.

The **AGENCY** shall strictly observe and implement the comprehensive security plan once the same is approved by the **CLIENT**.

## ARTICLE XII PERFORMANCE SECURITY BOND

To guarantee the faithful compliance of the **AGENCY** with its responsibilities and obligations under this Contract, the **AGENCY** shall post a performance security in favor of the **CLIENT** in accordance with Section 39 of the 2016 Revised Implementing Rules and Regulations of RA No. 9184.

The Performance Security Bond shall answer for whatever liabilities the **AGENCY** may incur by virtue of the provisions of this Contract.

The Performance Security Bond shall be callable on demand and shall have a validity period equivalent to the duration of the contract including its renewal or extensions, if any.

## ARTICLE XIII EFFECTIVITY

This Contract shall be effective **until 31 December 2018 commencing from the date of receipt of the Notice to Proceed**, unless the same is earlier terminated by either party on grounds of violations of any of the terms and conditions hereof, provided, that the contract termination shall take effect at least thirty (30) days after a written notice is given to the other party.

This Contract may be extended by the **CLIENT** subject to the result of the performance evaluation of the **AGENCY**, necessity for the services, availability of funds, and upon mutual agreement of the parties. In the absence of the formal renewal upon expiration of this contract, this contract shall be deemed extended on a month-to-month basis up to such period as may be allowed by law, rules and regulations.

The responsibilities and liabilities of the **AGENCY** shall extend even beyond expiry of the contract. In the event that this Contract is expressly extended by the **CLIENT** and the **AGENCY**, the latter shall continue to be responsible and liable until the issuance of a formal notice of termination of this contract.

## ARTICLE XIV LIQUIDATED DAMAGES

The **CLIENT** shall, without prejudice to its other remedies under this Contract and under applicable law, deduct from the Contract Price, as liquidated damages, a sum equal to one-tenth of one percent (1/10 of 1%) of the Contract for each week or part thereof of delay until the actual deployment of security guards, up to a maximum deduction of fifteen percent (15%). Once the maximum is reached, the **CLIENT** may consider termination of the Contract pursuant to Article XV hereof.

## ARTICLE XV OBLIGATIONS AND LIABILITIES OF THE AGENCY

The **AGENCY** shall maintain a satisfactory level of performance throughout the term of the Contract. Before end of each year, the **CLIENT** shall conduct an assessment or evaluation of the performance of the **AGENCY** based on the following criteria and using the following scale: **5** (Excellent), **4** (Very Satisfactory), **3** (Satisfactory), **2** (Fair), and **1** (Unsatisfactory):

1. Quality of Service delivered
2. Time management
3. Management and suitability of personnel



4. Contract administration and management
5. Provision of regular progress reports.

#### ARTICLE XVI TERMINATION OF CONTRACT

For breach of any provision of this contract or for any legal or justifiable causes, either party may, at any time, terminate this contract upon issuance of a thirty (30)-day notice of termination to the other party.

The **CLIENT** may terminate the contract based on grounds enumerated and procedure prescribed under Annex "I" of the 2016 Revised Implementing Rules of RA No. 9184.

Based on the assessment prescribed under Article XIV hereof, the **CLIENT** may pre-terminate the contract for failure by the **AGENCY** to perform its obligations thereon following the procedure prescribed under Annex "I" of the 2016 Revised Implementing Rules of RA No. 9184.

Non-compliance with Labor laws and rules/regulations especially the minimum wage and SSS Laws and their implementing rules and regulations shall likewise be grounds for termination before the expiry date hereof, in which case, a written notice shall be served by the **CLIENT** to the **AGENCY** at least thirty (30) days prior to the date of such termination.

#### ARTICLE XVII AMENDMENT

Except as expressly provided in this Contract, no modification of the terms and conditions or any of the provisions hereof shall be made except by a written instrument which shall be signed by both parties hereto.

**MAR 23 2018** IN WITNESS WHEREOF, the parties hereunto affix their signatures this \_\_\_\_ day of **QUEZON CITY** 2018 in \_\_\_\_\_, Philippines.

**HOUSING AND LAND USE REGULATORY BOARD**  
by:

  
**LLOYD CHRISTOPHER A. LAO**  
Commissioner and Chief Executive Officer

**GREENLEAF SECURITY SERVICES CO.**  
by:


  
**DENNIS R. MESCALLADO**  
Marketing Manager

Signed in the presence of:

  
**LUALHATI C. FRANCISCO**  
Chief Administrative Officer

  
**ROSARIO A. BUENAOBRA**  
Marketing In-Charge

Certified Funds Available:

  
**MARIZEL B. CORREOS**  
Chief Accountant  
02-03104373-2018-03-123

**14 MAR 2018**

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in Quezon City, Metro Manila, personally appeared the following individuals, bearing their respective identification documents as follows:

Name	Identification Document/No.	Place/Date of Issue
LLOYD CHRISTOPHER A. LAO Housing and Land Use Regulatory Board	HLURB ID No. 015379	Quezon City/ January 2018
DENNIS R. MESCALLADO Greenleaf Security Services Co.	LTO NO. M02-05-014960	Caloocan City /exp. 3/11/2022

known to me and to me known to be the same individuals who executed the foregoing Contract [with its Annexes], and acknowledging to me that the same is their free act and deed and that of the judicial entities that they respectively represent.

This Contract consisting of 8 pages [exclusive of its Annexes], including the page whereon this Acknowledgement is written, has been signed on each and every page hereof by the parties hereto and their instrumental witnesses, and sealed by my notarial seal.

In witness whereof, I have hereunto set my hand and affixed my notarial seal this \_\_\_\_ day of MAR 23 2018, 2018 in Quezon City, Metro Manila Philippines.

NOTARY PUBLIC

Doc. No. 490 ;  
Page No. 92 ;  
Book No. XXXI ;  
Series of 2018.

  
ATTY. CHARLES S. GARCIA  
NOTARY PUBLIC  
ROLL NO. 58309  
Adm. Matter No. NP-186 (2017-2018)  
IDP No. 1055622 : 01-03-17 : LAGUNA  
PTR No. 3803012 : 01-03-17 : Q.C  
MCLE COMPLIANCE No. V-0003812  
Valid Until 31 December 2018