

SECURITY SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:


This **CONTRACT OF SECURITY SERVICES** is made and executed by and between:


HYDRO VISION SECURITY AGENCY duly organized and existing under and by virtue of the laws of the Philippines, with main office address at 37-1 E. Jacinto St., Brgy. 6, Legazpi City represented by its General Manager, **FELIX R. VILLAFLOR, JR.**, herein after referred to as the "**AGENCY**".


-And-

DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT, Regional Office V, a government agency with regional office address at Rizal St., Legazpi City represented herein by **ATTY. ANTHONY C. NUYDA**, as Regional Director of the Department of the Interior and Local Government, Regional Office V, herein referred to as the "**CLIENT**".

-WITNESSETH-

 **WHEREAS**, the **CLIENT** is desirous of engaging the services of the Security Agency for purposes of maintaining peace and order, security, and safety by safeguarding and protecting the properties within the **CLIENT**'s premises, its immediate surroundings and such other places as designated by the **CLIENT**, against forcible entry, theft, robbery, pilferage, arson, vandalism and other unlawful act of strangers, employees, visitors and any other person(s) within the premises of the establishment/ installation of the **CLIENT**, as well as protecting its officers, 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**, the **AGENCY** assures that it is a duly licensed and authorized by laws and regulations, both local and national, to engage in security and protective services within the Philippines and that it has trained security guards, equipment and expertise to provide such services strictly in accordance with the requirement and expectation of the **CLIENT**.

 **WHEREAS**, on the basis of such presentation, the **CLIENT** agreed to engage the services of the **AGENCY** under the following conditions:

1. The **AGENCY** shall provide the **CLIENT** with necessary number of uniformed guards. It is understood that all guards shall possess necessary qualifications prescribed by Republic Act. No. 5487, otherwise known as the Private Security Agency Law.
2. The **AGENCY** shall adopt a guarding system and post guards in the premises of the **CLIENT** with below schedule of requirements:

	1st Shift (6:00 am to 2:00 pm)	2nd Shift (2:00 pm to 10:00 pm)	3rd Shift (10:00 pm to 6:00 am)	1st Shift (4:00 pm to 12:00 MN)	2nd Shift (12:00 MN to 8:00 am)
REGIONAL OFFICE	1 Guard	1 Guard	2 Guards		
ALBAY PO				1 Guard	1 Guard
CAMARINES NORTE PO	1 Guard	1 Guard	1 Guard		
CATANDUANES PO	1 Guard	1 Guard	1 Guard		

The security guards to be assigned at the client's premises shall initially consist of the number of guard(s) agreed upon. The number may be increased or decreased by the **CLIENT**, depending upon the security situation or, the exigency of the services upon request of the **CLIENT** at least three (3) days prior notice.

3. In addition to duties/ responsibilities of safeguarding and protecting the **CLIENT's** properties and the personnel working thereat, the **AGENCY** shall periodically conduct security inspection without additional charges or fees and recommends to the **CLIENT** security measures.

4. Terms of Payment.

For and in consideration of the services to be rendered by the **AGENCY** to the **CLIENT** the latter agrees to pay directly to the **AGENCY** a **Monthly Service Fee of Fifteen Thousand Six Hundred and Sixteen Pesos and Fifteen Centavos Only (P15,616.15)** per guard per month for Day Shift Duty and **Sixteen Thousand Nine Hundred Ninety Five Pesos and Sixty Four Centavos Only (P16,995.64)** per guard per month for Night Shift Duty, or a **Monthly Fee of One Hundred Ninety Four Thousand Two Hundred Ninety One Pesos and Twenty Five Centavos Only (P194, 291.25)** for Twelve (12) guards in accordance to the present Wage Order No. RBV-19.

The services rendered by the **AGENCY** shall be payable upon receipt of:

1. Statement of Account or Billing Statement on a monthly basis
2. Payroll
3. Daily Time Records of the Security Guards
4. Proof of remittance to SSS, Philhealth, PAG-IBIG, and Retirement (in compliance with the labor laws and regulations on entitlement to wages and deductions and Section 6.5 (d) of DOLE Department Order No. 14 series of 2001 on retirement benefits), as well as the withholding taxes duly paid/remitted to BIR. Failure to do so is a ground for the cancellation of the contract.
5. All judicial and extra-judicial expenses, which will be incurred by the **AGENCY** in connection with the performance of Security Guards of their duties and function, particularly those in accordance with the policies and/ or orders of the **CLIENT** shall be for the account of the **AGENCY**.
6. The **AGENCY** reserves the right to charge the **CLIENT** on overdue accounts for interest at the rate of one and one fourth (1.25%) per month and on the event that any of the checks paid by the **CLIENT** to the **AGENCY** is dishonored by the bank, a penalty of Five Hundred Pesos (500.00) shall be added to the **CLIENT's** account for every check that bounces. If it becomes necessary to enforce collection of overdue account by court litigation, all incidental expenses and attorney's fees shall be added to the amount for collection in favor of the **CLIENT**.

7. The failure of the **CLIENT** to pay for services rendered for two (2) consecutive months shall be sufficient cause for the **AGENCY** to terminate this contract after forty-eight (48) hours from written notice thereof.
8. In case of any laws or issuances enacted affecting the basic salary or allowance, the **AGENCY** and the **CLIENT** shall meet to discuss any adjustment on the rates. The prescribed minimum wage rate of the workers shall be borne by the principal or client of the contractors and the contract shall be deemed amended accordingly. In the event, however, that the principal or client fails to pay the prescribed wage rates, the contractor shall be jointly and severally liable with his principal or client.
9. **Replacement of Security Guards.**

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.

10. The **CLIENT** agrees to transfer the guards from the detachment to another regularly every six (6) months thereafter or as required by the **CLIENT** to avoid over familiarization.

11. **Temporary Relievers.**

In case of temporary leave of absence of a regular guard, the **AGENCY** may deploy a temporary reliever who is a licensed security guard in place of the former, informing the **CLIENT** of such temporary reliever at least two (2) days in advance and provided, such reliever shall be assigned for day-shift duty. Provided further, that such reliever shall serve as regular reliever.

12. **Uniform and Equipment**

Regional Office:

The **AGENCY** shall provide at its own expense

1. One (1) shotgun with 12 rounds of ammunition,
2. One (1) 9mm Pistol with two (2) magazines and 14 rounds of ammunition,
3. Big flashlight (with regular supplies of batteries/ or rechargeable) and basic First Aid Kit




Provincial Office:

1. One (1) 9mm Pistol with two (2) magazines and 14 rounds of ammunition;
2. Big flashlight (with regular supplies of batteries/ or rechargeable)
3. Basic First Aid Kit

The Security Guards shall wear the uniforms prescribed by the employer, including duly approved ornaments, patches, equipment and paraphernalia at all times while

in the performance of duty. Each must be familiar with the FA's Law and Regulations nomenclature characteristic and effective range of the weapon issued to them.

13. Liabilities of Parties

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- a) The **AGENCY** is neither an agent nor an employee of the **CLIENT** and the security guards to be assigned by the **AGENCY** to the **CLIENT** are in no case to be considered as employees of the **CLIENT**.
 - b) The **AGENCY** shall be responsible for losses or damage to property duly turned-over to the guard(s).
 - c) The **AGENCY** shall not be responsible for valuables issued by the **CLIENT** to their employees like assorted vehicles and their spare parts, gadgets, and other equipment which may be damaged by the employees concerned. They shall also not be responsible for such other things, including pocket/table objects, office equipment and personal properties, jewelries and cash kept in the employee's table drawers/lockers.
 - d) The **AGENCY** shall not be responsible for losses of materials inside the **CLIENT's** warehouse/stock rooms, attributed to inventory error, short deliveries, under or over issues, tampering of stock cards, incorrect counting of deliveries issued or received caused by the **CLIENT's** warehouse/stock room keepers.
 - e) The **AGENCY** shall be responsible for any loss of, or damage to, any **CLIENT** property within its area of responsibility 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.
 - f) The **AGENCY** shall not be liable for losses and/or damage due to:
 - Fortuitous event or force majeure, and other causes beyond the control and competence of the guard(s) to prevent; and
 - The fault, negligence or dishonesty of the **CLIENT's** personnel/ laborers or any order of the **CLIENT** beyond the scope of this contract.
 - g) The **CLIENT** shall have no authority to deduct its claim for losses and/or damages from the agreed compensation for guard(s) services due to the **AGENCY** or to withhold payment for the same without the approval of the **AGENCY**, furthermore, the **CLIENT** shall not entertain cash advances from individual guards.
 - h) 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.

14. Terms of Contract.

This contract shall be effective for a period of three (3) years, from **August 01, 2021** until **July 31, 2024**.

15. Termination of Contract.

For breach of any provision of this contract or for any legal or justifiable causes, either party may terminate this contract, at any time, by giving a written notice to the other party not later than **two (2) weeks** prior to the intended date of termination.

16. 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.

IN WITNESS WHEREOF, the parties through their duly authorized representatives hereunto affix their signatures this 19 day of JULY 2021 at Legazpi City, Albay, Philippines.

DEPARTMENT OF THE INTERIOR AND
LOCAL GOVERNMENT- REGIONAL OFFICE V
by:


ATTY. ANTHONY C. NUYDA
Regional Director


HYDRO VISION SECURITY AGENCY
by:


FELIX R. VILLAFLOR, JR.
General Manager

ID No.: _____
Place Issued: _____
Date Issued: _____

ID No.: _____
Place Issued: _____
Date Issued: _____

SIGNED IN THE PRESENCE OF:


Ms. Theresa Angela Andes
Administrative Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of _____)

BEFORE ME, a Notary Public, this JUL 19 2021 day of _____, 2021
personally appeared the following:

NAME

ISSUING AGENCY

ATTY. ANTHONY C. NUYDA
MR. FELIX R. VILLAFLORES, JR.

DILG REGIONAL OFFICE V
HYDRO VISION SECURITY AGENCY

all known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only six (6) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this JUL 19 2021 day of _____, 2021 at _____

Doc. No.: 423 ;
Page No.: 86 ;
Book No.: 16 ;
Series of 2021.

ATTY. RANILLO R. LAFUENTE
NOTARY PUBLIC
Until December 31, 2022
IBP No. 137692, Issued 01/04/21
PTR No. 4654292, Issued 01/05/21
Roll of Atty. No. 32829
MCLE Compliance No. IV-
0010296 - 12/13/12
2nd Flr., Pession Bldg., Brgy. 19
Cabanagan, Legazpi City



Republic of the Philippines
Department of the Interior and Local Government
Regional Office V

REGIONAL OFFICE BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

19 JUL 2021

The Manager
HYDRO VISION SECURITY AGENCY
Legazpi City

Dear Sir/Madam:

We are pleased to notify you that your bid dated January 4, 2021 for the **PROVISION OF SERVICES OF SECURITY GUARDS AT DILG REGIONAL OFFICE V, ALBAY, CAM NORTE AND CATANDUANES FOR THE PERIOD AUGUST, 2021 TO JULY, 2022** for the Contract Price of equivalent to **Two Million Three Hundred Thirty-one Thousand four Hundred Ninety-five Pesos (Php 2,331,495.00)** is hereby accepted.

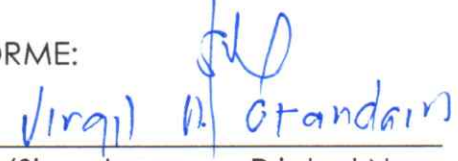
You are required to formally enter into a contract within ten (10) calendar days from receipt of this NOA and to provide the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Please acknowledge receipt and acceptance of this Notice by signing all copies. Retain one copy and return the other to the BAC Secretariat Office, DILG Regional Office V, Rizal Street Legazpi City.

Very Truly Yours,


ATTY. ANTHONY C. NUYDA, CESO III
Regional Director

CONFORME:

By: 
(Signature over Printed Name)

Date: 19 JUL 2021

"Matino, Mahusay at Maaasahan"

 Rizal St., Legazpi City
 (052) 4801484; 4801486  (052) 4804023
 <http://region5.dilg.gov.ph>
 region5dilg@gmail.com



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Republic of the Philippines
Department of the Interior and Local Government
Regional Office V

REGIONAL OFFICE BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

26 JUL 2021

The Manager
HYDRO VISION SECURITY AGENCY
Legazpi City

Dear Sir:

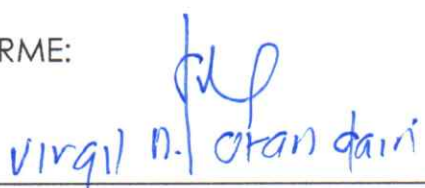
Since the attached Contract Agreement with you for the project **PROVISION OF SERVICES OF SECURITY GUARDS AT DILG REGIONAL OFFICE V, ALBAY, CAM NORTE AND CATANDUANES FOR THE PERIOD AUGUST, 2021 TO JULY, 2022** has been approved, notice is hereby given to you to proceed effective upon the termination of the previous Contract, with the implementation of the Provisions of the Contract, in accordance with the terms of Contract Agreement, including Conditions of Contract.

Please acknowledge receipt and acceptance of this Notice by signing both copies on the space provided below. Retain one copy and return the other to the BAC Secretariat Office, DILG Regional Office V, Rizal Street Legazpi City.

Very Truly Yours,


ATTY. ANTHONY C. NUYDA, CESO III
Regional Director

CONFORME:

By: 
(Signature over Printed Name)

Date: 27 JUL 2021

"Matino, Mahusay at Maaasahan"

 Rizal St., Legazpi City
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