



**PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY,  
CAMARINES NORTE, CATANDUANES AND SORSOGON FROM APRIL 2023 TO  
SEPTEMBER 15, 2023 (6.5 MONTHS)  
PB-GDS-2022-299**

**CONTRACT OF SECURITY SERVICES**

**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 Street Old Albay Legazpi City** represented by its Administrative Officer **MA. THERESA ANGELA ANDES**, herein after referred to as the "**AGENCY**".

**-And-**

**DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT, REGIONAL OFFICE NO. V** a government Agency with regional office address at Rizal, St., Legazpi City represented herein by **ATTY. ARNALDO E. ESCOBAR JR, CESO V** of DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT, REGIONAL OFFICE NO. V referred as the "**CLIENT**".

**-WITHNESSETH-**

**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 offices, employees and visitors from assault, harassment, threat or intimidation and other harmful acts; and enforcing and implementing its orders, directives, rule, policies, and regulation relative to the maintenance of security and safety thereat

**WHEREAS**, the **AGENCY** that it is duly licensed and authorized by laws and regulations, both local and national 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** is agreed to engage in the services of the **AGENCY** under the following conditions:

1. The **AGENCY** shall provide **CLIENT** with adequate and continuous security and protection of its properties and the person of its personnel described above, by providing a total of Fifteen (15) duly licensed and armed security guards who shall be posted on duty for eight (8) hours which will base on the operating schedule of the **CLIENT** indicated in the succeeding table below. It is understood that all guards shall possess necessary qualifications prescribed by Republic Act No. 5287, otherwise known as the Private Security Agency Law.



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

2. The Agency shall adopt a guarding system and post guards in the premises of the **CLIENT** with below schedule of requirements:

	1 <sup>st</sup> Shift (6:00 AM to 2:00 PM)	2 <sup>nd</sup> Shift (2:00 PM to 10:00 PM)	3 <sup>rd</sup> Shift (10:00 PM to 6:00 AM)	1 <sup>st</sup> Shift (4:00 PM to 12:00 AM)	2 <sup>nd</sup> Shift (12:00 AM 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		
Sorsogon 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 services upon request of the **CLIENT** at least three (3) days prior notice.

3. In addition to duties/ responsibilities of safeguarding and protecting **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**'s security measures.

#### 4. Terms of Payment

For and consideration of the services to be rendered by the **AGENCY** to the **CLIENT** the latter to pay directly to the **AGENCY** a Monthly Service Fee of Eighteen Thousand Five Hundred Twenty-two Pesos and Sixty-nine Centavos Only (Php 18,522.69) per guard per month for Day Shift Duty and Twenty Thousand One Hundred Seventy-Six Pesos and Forty-Seven Centavos Only (Php 20,176.47) per guard per month for Night Shift Duty, or a Monthly Fee of Two Hundred Eighty-Seven Thousand Seven Hundred Sixty-Three and Three Centavos Only (Php 287,763.03) for Fifteen (15) security guards in accordance to the present Wage Order No. RBV-19.

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

- Statement of Account or Billing Statement on a monthly basis
- Payroll
- Daily Time Records of the Security Guards
- Proof of remittance to SSS, Phil health, 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 benefit (s) as well as the withholding taxes duly





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

paid/remitted to BIR. Failure to do so is a ground for the cancellation of the contract.

The **CLIENT** agrees to pay in consideration of the AGENCY undertaking this contract the awarded contract price equivalent to One Million Eight Hundred Seventy Thousand Four Hundred Fifty-Nine Pesos and Sixty-Nine Centavos (Php 1,870,459.69), Philippine Currency including Sundays and Holidays.

5. To ensure proper payment of salaries and other benefits of the security guards, and the prompt payment of the contract price, both agree that the **AGENCY** shall submit the following documents to the **CLIENT** on a monthly basis:

- a. Copy or Certified machine copy of the payroll journal showing the actual salaries collected and received, including other benefits due to the security guards for each month;
- b. Copy or Certified machine copy of the official receipts for SSS, Philhealth, SIF and Pag-IBIG contribution remittances duly stamped "RECEIVED" by the agency concerned; and
- c. Copy or Certified machine copy of pay slip for the 13<sup>th</sup> month pay and certification of 5- day incentive leave for one (1) year.

6. 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**.

7. The **AGENCY** reserves the right to charge the **CLIENT** on overdue accounts for the 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 dishonoured 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 favour of the **CLIENT**.

8. The failure of the **CLIENT** to pay for services rendered for two (2) consecutive months shall be sufficient cause for AGENCY to terminate this contract after forty-eight (48) hours from written notice thereof.

9. In case of any laws or issuance 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.

#### 10. Replacement of Security Guards

The **CLIENT** shall have the right to have the security guards assigned there to 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 tends to prejudice the interest of the **CLIENT**. The Client's decision on such



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

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.

11. 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.

12. **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.

13. **Uniform and Equipment**

**Regional Office:**

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

- a. 1 Shotgun with 12 rounds of ammunition (for night shift guards)
- b. 1 9mm Pistol with 2 magazines and 14 rounds of ammunition
- c. Searchlight with Regular Supplies of Batteries/ or Rechargeable Batteries
- d. Basic First Aid Kit

**Provincial Offices:**

- a. 1 9mm Pistol with 2 magazines and 14 rounds of ammunition
- b. Searchlight with Regular Supplies of Batteries/ or Rechargeable Batteries
- c. Basic First Aid Kit

14. **Liabilities of Parties**

- 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





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

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.

#### 15. Terms of Contract

This contract shall be effective for a period of Six and a Half Months (6.5), from **April 01, 2023 until September 15, 2023.**

#### 16. 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.

#### 17. 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.



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

IN WITNESS WHEREOF, the parties through their duly authorized representatives hereunto affix their signatures this 1 <sup>APR 01 2023</sup> day of 2023 at Legazpi City, Albay, Philippines.

DEPARTMENT OF THE INTERIOR AND  
LOCAL GOVERNMENT-REGIONAL OFFICE V

By:

  
**ATTY. ARNALDO E. ESCOBAR, JR. CESO V**  
Regional Director

HYDRO VISION SECURITY AGENCY

By:


  
**MA. THERESA ANGELA ANDES**  
Administrative Officer

ID No.: \_\_\_\_\_  
Place Issued: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

ID No.: E02 - 21 - 001934  
Place Issued: Legazpi City  
Date Issued: 04 - 08 - 21

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

  
**RHONA MARIE A. ATUTUNGA**  
Payroll officer

ACKNOWLEDGMENT

Republic of the Philippines)  
Province of Albay )  
City of Legazpi )

<sup>1</sup> <sup>APR 01 2023</sup>

Before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, personally appeared **ATTY. ARNALDO E. ESCOBAR, CESO V** Regional Director of the DILG Region V, **MA. THERESA ANGELA ANDES** ADMINISTRATIVE OFFICER of HYDRO VISION SECURITY AGENCY known to be the same persons who executed this **CONTRACT OF AGREEMENT** consisting of two (2) pages, affiants exhibiting to me their Identification Description (I.D.) respectively.

IN WITNESS THEREOF, I have set my hand and seal this 1 <sup>APR 01 2023</sup> day of \_\_\_\_\_, 202\_ in Legazpi City, Philippines.

Doc. No. 29  
Page No. 7  
Book No. 27  
Series of 2023

  
**ATTY. RANULFO R. LAFUENTE**  
NOTARY PUBLIC  
Until December 31, 2024  
IBP No. 180496 Issued 11/25/22  
PTR No. 0134466M Issued 01/03/2023  
Roll of Atty. No. 32829  
MCLE Compliance No. IV-  
0010298-12/13/12  
2<sup>nd</sup> Flr., Pecson Bldg., Brgy. 19  
Cabangan, Legazpi City





Republic of the Philippines  
**DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT**  
Regional Office V  
Legazpi City

**BAC RESOLUTION DECLARING HYDRO VISION SECURITY AGENCY AS THE BIDDER WITH THE SINGLE LOWEST CALCULATED AND RESPONSIVE BID (SLCRB) FOR THE CONTRACT: PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES AND SORSOGON FROM APRIL – SEPTEMBER 15, 2023 (6.5 MONTHS)**

**WHEREAS**, The DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE V (DILG RO V), through the Bids and Awards Committee (BAC) requested for the project: **PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES, AND SORSOGON FROM APRIL – SEPTEMBER 15, 2023 (6.5 MONTHS)**, with an Approved Budget for the Contract (ABC): **One Million Eight Hundred Eighty-Two Thousand Three Hundred Ninety-Five Pesos and 65/100 (Php 1,882,395.65)**

**WHEREAS**, the BAC resorted to Public Bidding as the mode of procurement and posted the project in the PhilGeps for the period **November 16, 2022 to December 6, 2022**.

**WHEREAS**, in response to the said posting, only two (2) bidders were able to submit their bids before the cut off time with details as follows:

BIDDER	DATE & TIME OF SUBMISSION
HYDRO VISION SECURITY AGENCY	December 06, 2022 @ 8:53 AM
JERICHO SECURITY AND INVESTIGATION SERVICES	December 06, 2022 @ 9:46 AM

**WHEREAS**, during the bid opening, both bidders qualified in the preliminary evaluation with the following details:

BIDDER	BID AMOUNT	REMARKS
HYDRO VISION SECURITY AGENCY	Php 1,870,459.69	Rank 1
JERICHO SECURITY AND INVESTIGATION SERVICES	Php 1,871,646.00	Rank 2

**WHEREAS**, upon post qualification and careful examination, validation and verification of all the eligibility, technical and financial requirements submitted by the **HYDRO VISION SECURITY AGENCY**, its bid was found to be responsive.

**WHEREAS**, the BAC declared and recommended **HYDRO VISION SECURITY AGENCY** as the Single Lowest Calculated Responsive Bidder instead.


**NOW, THEREFORE**, We, the members of the Bids and Awards Committee, hereby **RESOLVE**, as it is hereby **RESOLVED**


To declare and recommend **HYDRO VISION SECURITY AGENCY** as the bidder with the lowest calculated and responsive bid for the contract: **PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES, AND SORSOGON FROM APRIL – SEPTEMBER 15, 2023 (6.5 MONTHS)**, with the amount equivalent to **One Million Eight Hundred Seventy Thousand Four Hundred Fifty-Nine Pesos and 69/100 (Php 1,870,459.69)**.

**RESOLVED**, at the DILG Regional Office Conference Room, this 6th day of December, 2022.

  
**MA. RUTHEL P. GIGANTOCA**  
BAC Chairperson

  
**ALFREDO L. SALLAN**  
BAC Member

  
**ANTONIO H. PASANO**  
BAC Member

  
**AMALINE R. COLINA**  
BAC Member

Approved  
  
**ATTY. ARNALDO E. ESCOBER, CESO V**  
Regional Director



Document Code		
QP-ROV-38-09		
Rev. No.	Eff. Date	Page
00	07.01.19	1 of 1

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

**REGIONAL OFFICE BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

**20 MAR 2023**

**Ms. Ma. Theresa Angela Andes**  
HYDRO VISION SECURITY AGENCY  
Brgy. 6, Old Albay, Legazpi City

**Dear Sir/Madam:**

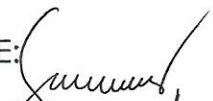
We are pleased to notify you that your bid dated **December 06, 2022** for the **PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES, AND SORSOGON FROM APRIL – SEPTEMBER 15, 2023** for the Contract Price of equivalent to **One Million Eight Hundred Seventy Thousand Four Hundred Fifty Nine Pesos and 69/100 (Php 1,870,459.69)** 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. ARNALDO E. ESCOBAR, CESO V**  
Regional Director

CONFORME:   
By: Ma. Theresa Angela Andes  
(Signature over Printed Name)

Date: **21 MAR 2023**

**“Matino, Mahusay at Maaasahan”**

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





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

Document Code		
FM-QP-DILG-AS-RO-10-15		
Rev. No.	Eff. Date	Page
00	06.15..21	1 of 1

**REGIONAL OFFICE BIDS AND AWARDS COMMITTEE**  
**NOTICE TO PROCEED**

30 MAR 2023

**The Administrative Officer**  
**HYDRO VISION SECURITY AGENCY**  
Legazpi City

**Dear Madam:**

The attached Notice of Award for the project **PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES AND SORSOGON FROM APRIL – SEPTEMBER 15, 2023 (6.5 Months)** has been approved, notice is hereby given to you to proceed on your delivery service with the above-mentioned contract upon your receipt of this Notice.

Please acknowledge receipt and acceptance of this Notice by signing all 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. ARNALDO E. ESCOBAR, CESO V**  
Regional Director

CONFORME:

By:   
(Signature over Printed Name)

31 MAR 2023  
Date: \_\_\_\_\_