



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

**PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY,
CAMARINES NORTE, CATANDUANES, AND SORSOGON FOR 2022**
PB-GDS-2022-072



CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

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

JERICHO SECURITY AND INVESTIGATION SERVICES duly organized and existing under and by virtue of the laws of the Philippines, with main office address at **G/F Amaluz Bldg., Purok 7, Locsin Subdivision, Binitayan, Daraga, Albay** represented by its General Manager **GERALDINE B. LASTRELLA**, herein after referred to as the **"AGENCY"**.

-And-

DEPARTMENT OF THE 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 offices, 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 thereof;

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 in the services of the **AGENCY** under the following conditions:

1. The **AGENCY** shall provide the **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



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that all guards shall possess necessary qualifications prescribed by Republic Act No. 5287, 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:

	1 st shift (6:00 am to 2:00pm)	2 nd shift (2:00 pm to 10:00pm)	3 rd shift (10:00 pm to 6:00am)	1 st shift (4:00 pm to 12:00 am)	2 nd 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 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's** security measures.

4. **Terms of Payment**

The **CLIENT** agrees to pay in consideration of the **AGENCY** undertaking this contract the awarded contract price equivalent to **Two Million Two Hundred Thirty-three Thousand Seven Hundred Sixty-four Pesos and Eighty Centavos (Php 2,233,764.80)**, Philippine Currency including Sundays and Holidays.

The **CLIENT** will deduct the income tax and withholding tax in AGENCY FEE based on BIR Revenue Memorandum Circular No. 39-2007 and to such other pertinent issuances of BIR, and / or other statutory agencies.

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

- 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;
- 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
- Copy or certified machine copy of pay slip for the 13th month pay and certification of 5-day incentive leave for one (1) year.



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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 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 laws or issuances enacted after the effectivity of this contract, 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 there to be 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**

The **AGENCY** shall provide at its own expense the following:

Regional Office:

- 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

13. 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 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 **Nine (9) Months**, from **July 01, 2022** until **April 01, 2023**.

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 ____ day of _____ 2021 at Legazpi City, Albay, Philippines.

**DEPARTMENT OF THE INTERIOR AND
LOCAL GOVERNMENT – REGIONAL OFFICE V**

By:


ATTY. ANTHONY C. NUYDA
Regional Director

**JERICHO SECURITY AND
INVESTIGATION SERVICES**

By:

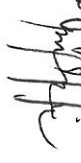

GERALDINE B. LASTRELLA
General Manager

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

ID No.: N01-94-162508
Place Issued: HO LEGAZPI
Date Issued: JUNE 3, 2022

SIGNED IN THE PRESENCE OF:


Mary Ann B. Esplana


Rosemarie A. Bugtong



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

ACKNOWLEDGMENT

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

Before me this JUN 09 2022 day of 2022, personally appeared **ATTY. ANTHONY C. NUYDA, CESO III**, Regional Director of the DILG Region V, **GERALDINE B. LASTRELLA**, General Manager of JERICHO SECURITY AND INVESTIGATION SERVICES 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.

[Signature]
IN WITNESS THEREOF, I have set my hand and seal this JUN 09 2022 day of 2022 in Legazpi City, Philippines.

Doc. No. 2170
Page No. 13
Book No. XIII
Series of 2022

[Signature]
GUILLERMO M. BARRIOS, C.A.

Notary Public for the Province of Albay/City of Legazpi
Commission No. 147217-07, until December 30, 2024
59 1st Park Subdivision, Sagpon, Daraga, Albay
INCL: Compliance No. VI-0006020/01 10-2018
172 CR No. 183345/Albay/01-03-21
PTR No. 5937950 N Daraga, Albay, 01-03-22

Roll No. 67865
59694969777@gmail.com
09178880946031011

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Republic of the Philippines
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REGIONAL OFFICE BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

May 30, 2022

The Manager
JERICHO SECURITY AND INVESTIGATION SERVICES
Daraga, Albay

Dear Sir/Madam:

We are pleased to notify you that your bid dated **7 April 2022** for the **PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES, AND SORSOGON FOR 2022** for the Contract Price of equivalent to **Two Million Two Hundred Thirty-three Thousand Seven Hundred Sixty-four Pesos and Eighty Cents Only (Php 2,233,764.80)** 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: JUNE 8, 2022

“Matino, Mahusay at Maaasahan”

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



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

REGIONAL OFFICE BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

May 30, 2022

The Manager
JERICHO SECURITY AND INVESTIGATION SERVICES
Daraga, Albay

Dear Sir/Madam:

The attached Notice of Award for the project **PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES, AND SORSOGON FOR 2022** has been approved, notice is hereby given to you to proceed on your delivery of 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. ANTHONY C. NUYDA, CESO III
Regional Director

CONFORME:
By: 
~~GERARDO B. LASTRELLA~~
(Signature over Printed Name)

Date: JUNE 8, 2022



BAC RESOLUTION DECLARING JERICHO SECURITY AND INVESTIGATION SERVICES AS THE BIDDER WITH THE LOWEST CALCULATED AND RESPONSIVE BID (LCRB) FOR THE CONTRACT: PROVISION OF UNIFORMED SECURITY GUARDS AT DILG REGIONAL OFFICE, ALBAY, CAMARINES NORTE, CATANDUANES, AND SORSOGON FOR 2022
PB-GDS-2022-072

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 FOR 2022**, with an Approved Budget for the Contract (ABC): **Two Million Three Hundred Thousand Pesos (Php 2,300,000.00).**

WHEREAS, the BAC resorted to Public Bidding as the mode of procurement and posted the project in the PhilGeps for the period **17 March to 7 April 2022.**

WHEREAS, in response to the said posting, **three (3) bidders** were able to submit their bids before the cut off time with details as follows:

BIDDER	DATE & TIME OF SUBMISSION
1MAGITING SECURITY AGENCY CORPORATION	April 7, 2022 @ 9:45 AM
HYDRO VISION SECURITY AGENCY	April 7, 2022 @ 10:24 AM
JERICHO SECURITY AND INVESTIGATION SERVICES	April 7, 2022 @ 10:30 AM

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

BIDDER	BID AMOUNT	REMARKS
1MAGITING SECURITY AGENCY CORPORATION	Php 2,215,541.16	RANK 1
JERICHO SECURITY AND INVESTIGATION SERVICES	Php 2,233,764.80	RANK 2
HYDRO VISION SECURITY AGENCY	Php 2,233,764.81	RANK 3

WHEREAS, upon post qualification and careful examination, validation, and verification of all the eligibility, technical and financial requirements submitted by **1MAGITING SECURITY AGENCY CORPORATION**, the BAC declared them **post-disqualified** due to their bid being **non-compliant to the financial component** stated in the Public Bidding Document.

WHEREAS, upon post qualification and careful examination, validation, and verification of all the eligibility, technical and financial requirements submitted by **JERICHO SECURITY AND INVESTIGATION SERVICES**, the BAC declared them **post-disqualified** due to their bid being **non-compliant to the financial component** stated in the Public Bidding Document.

WHEREAS, upon post qualification and careful examination, validation, and verification of all the eligibility, technical and financial requirements submitted by **HYDRO VISION SECURITY AGENCY**, the BAC declared them **post-disqualified** due to their bid being **non-compliant to the financial component** stated in the Public Bidding Document.

WHEREAS, upon receipt of the post-disqualification letter by **JERICHO SECURITY AND INVESTIGATION SERVICES**, the bidder requested in writing, for a reconsideration of their bid asserting that the Philhealth contribution rate of 4%, which was the reason for their post-disqualification, is **not yet being implemented**, and still retains the 3% rate which is stated in their bid, as opposed to the DOLE Cost Distribution Matrix, which implements the 4% Philhealth contribution rate.



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

WHEREAS, in support of their claim, **JERICHO SECURITY AND INVESTIGATION SERVICES** also attached letters coming from both Philhealth and DOLE stating that: as of this date, Philhealth is still implementing their old contribution rate of 3%, that the 4% Philhealth contribution rate shall take effect starting June 2022, and that DOLE will update their Cost Distribution Matrix in accordance with the actual Philhealth contribution rate.

WHEREAS, in consideration of the circumstance presented above, the BAC declares **JERICHO SECURITY AND INVESTIGATION SERVICE** as the **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 JERICHO SECURITY AND INVESTIGATION SERVICE 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 FOR 2022**, with the amount equivalent to Two Million Two Hundred Thirty-three Thousand Seven Hundred Sixty-four Pesos and Eighty Cents Only (Php 2,233,764.80).

RESOLVED, at the DILG Regional Office V, this **17th day of May 2022**.


MA. RUTHEL P. GIGANTOCA
BAC Chairperson

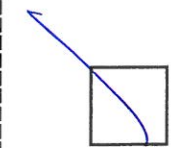

OLIVIO D. RAMIREZ
BAC Vice-Chairperson

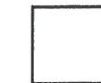

ALFREDO L. SALLAN
BAC Member

MAE G. CLEMENTE
BAC Member


AMALINE R. COLINA
BAC Member

ANTONIO H. PASANO
BAC Member

Approved: 

Disapproved: 


ATTY. ANTHONY C. NUYDA, CESO III
Regional Director