

# SECURITY SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and executed by and between:

**PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE**, a local government unit duly organized and existing under the laws of the Republic of the Philippines with office address at Capitol Building., Government Center, Barangay Mankilam, Tagum City, Davao del Norte, represented by the Head of the Procuring Entity, Honorable Governor **EDWIN I. JUBAHIB**, hereinafter referred to as the **PROCURING ENTITY** and "FIRST PARTY";

- and -

**MATI INVESTIGATION SECURITY AGENCY SERVICES, INC., (MINSAS)** a security agency duly created and registered and existing under Securities and Exchange Commission with certificate number AS094007783, and by virtue of the Philippine laws with office and business address at 3/F, BEP Building, Quimpo Blvd., Cor. Ecowest Drive, Ecoland, Brgy. Bucana, Talomo District, Davao City, represented herein by its President, **ELVIRA T. PANG**, hereinafter referred to as the "SECOND PARTY".

## WITNESSETH:

WHEREAS, the FIRST PARTY is a local government unit, which needs to secure the safety of the government officials, employees, visitors and the public within the premises of the Government Center and other identified posts, as well as the security of its properties, facilities, installations and other belongings;

WHEREAS, the SECOND PARTY is a legitimate security agency duly organized pursuant to Republic Act No. 5487, otherwise known as "The Private Security Agency Law", as amended, which provides security and allied services to protect and prevent untoward incidents on the safety of the public and properties within the identified premises owned and/or controlled by the FIRST PARTY;

WHEREAS, pursuant to PNP Standard Operating Procedure No. 07-08 dated November 11, 2008, the SECOND PARTY shall strictly abide the guidelines and procedures in the deployment of security personnel on properties/establishments with conflicting claims, ownership management or administration, whenever applicable and reasonable in the given premises;

WHEREAS, by virtue of **Purchase Request No. 20064066**, a bidding was conducted for the procurement of security services which procurement is governed by Republic Act No. 9184 otherwise known as the Government Procurement Reform Act;

WHEREAS, the **Bids and Awards Committee in its Resolution No. 363 Series of 2020**, after thoroughly evaluating the criteria and standards set forth in RA. No. 9184 and with the recommendation of the Technical Working Group resolved to declare the SECOND PARTY as the lowest calculated and responsive bid;

WHEREAS, with vast experience, good track record and performance in the field of security services, the FIRST PARTY awards the SECOND PARTY as its partner in the pursuit of security excellence particularly in securing the lives and properties of the FIRST PARTY;

WHEREAS, the SECOND PARTY is desirous and willing to undertake and implement the security services in the manner provided under this contract and/or upon the request by the FIRST PARTY.



NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, hereinafter set forth, **Provincial Government of Davao del Norte and the Mati Investigation Security Agency Services, Inc., (MINSAS)** have agreed, as they do agree this contract with the terms and conditions, to wit:

**I**

**SCOPE OF WORK**

Section 1. The services to be performed by the bidder shall essentially consist of furnishing licensed and uniformed security guards with communication equipment, firearms and ammunitions to secure offices, and other physical assets owned by Provincial Government of Davao del Norte and its personnel. The services shall include the provision of equipage/communication and special protective devices and equipment, as well as the provision of security investigative and supervisory personnel.

Section 2. This is a multi-year contract and shall commence January 1, 2021, subject to extension/renewal based on the satisfactory performance of the contracted agency based on the criteria prescribed in the SCC 6.2.

Section 3. Manpower and Equipment Requirements:

**A. MANPOWER REQUIREMENTS**

Package No.	Name of Installation/ Location	Number of Guards
		Regular (8 hrs. daily Mon-Sun)
1 lot	Government Center, Davao del Norte Sports & Tourism Complex and other Provincial Offices	76
<b>TOTAL</b>		<b>76</b>

**A. 1. Shifting/Distribution of Guards**

POST/ LOCATION	NIGHT SHIFT (11PM-7AM)	DAY SHIFT (3PM-11PM)	DAY SHIFT (7AM-3PM)	TOTAL NO. OF GUARDS
Capitol Main Lobby	1	1	1	3
Capitol Left Wing	1	1	1	3
SP Left Wing/KADIWA DAGOEMC/PSWDO	-	1 (0800H-1700H)	-	1
SP Right Wing/OMA	-	-	1	1
Bulwagan, DILG/PICKMO/CSC Man Gate	1	1	1	3
Tahanan Gate	1	1	1	3
Tahanan White House Lobby	1	1	1	3
V.I.P. Gate	1	1	1	3
Tahanan Back Door/Kitchen	-	1	1	2
PEO Main Entrance Gate	1	1	1	3
Dusty Road Gate	1	1	1	3
Capitol Main Gate	-	2(0700H-1700H) 1(0800H-1800H)	-	3
Capitol Main Exit Gate	-	1 (0700H-1500H)	-	1
Provincial Governor's Office Frisking	-	1 (1500H-2300H)	-	1
Pavillion Perimeter Fence/Pasalubong Center	1	1	1	3
Gate #2 - Sports Complex	1	1	1	3
Roving Guards -Sports Complex	1	1	1	3
Clubhouse	-	1	1	2

Luntian Paraiso Drug Rehabilitation Center - New Corella	2	3	3	8
Bahay Pag-Asa Rehabilitation Center - New Corella	1	1	1	3
Kapalong District Hospital	2	2	2	6
Carmen District Hospital	2	1	1	4
PEO 2 - South - Carmen DDN	1	1	1	3
Samal District Hospital	-	2	1	3
Womens' Development Center - New Corella	1 (0700H-1700H)			1
PTV Daynor DICT Compound	1	-	-	1
Security Officers	-	1	1	2
BSP/GSP Area		1		1
<b>TOTAL NUMBER OF GUARDS</b>				<b>76</b>

## B. EQUIPAGE REQUIREMENTS

POST/AOR/NAME OF INSTALLATION	MATERIAL SUPPLIES/EQUIPMENT	NO. OF REQUIREMENTS
Capitol Main Building/ Gate/ SP bldg.	9mm pistol with valid license	12 units
Davao del Norte Sports and Tourism Complex/ PTV 4 DAVNOR-Mabini St.	9mm pistol with valid license	6 units
Capitol Lobby	12 gauge shotgun with license	3 units
Tahanan ng Punong Lalawigan	12 gauge shotgun with license	3 units
Dusty Road/DAR/ PEO Gate	12 gauge shotgun with license	2 units
Tahanan ng Punong Lalawigan/ DNSTC & PEO building	CCTV Cameras (8 channels DVR, 1080P IR Bullet Camera, 2MP, 4TB)	3 units
Luntiung Paraiso-New Corella	Stun Guns	3 units
Bahay Pag-asa-New Corella	Stun Gun	1 unit
Women's Dev't. Center	Stun Gun	1 unit
Kapalong District Hospital	9mm pistol with valid license	2 units
Carmen District Hospital	9mm pistol with valid license	2 units
PEO - Carmen Zone	9mm pistol with valid license	1 unit
Samal District Hospital	9mm pistol with valid license	1 unit
Dusty Road Gate	9mm pistol with valid license	1 unit
PEO Main Building	9mm pistol with valid license	1 unit
Bulwagan/ Tahanan Post	9mm pistol with valid license	3 units
All 31 Posts	Logbook (200 pages-serialized)	31 units/mo.
All 31 Posts	Hand-held radios	29 units
All 31 Posts	Flashlights (Chargeable)	31 units



All 76 guards	Raincoats	76 pcs.
Tahanan Post	Under-chassis mirror	2 units
Capitol Main Entrance	Under-chassis mirror	2 units
DNSTC	Under-chassis mirror	2 units
Capitol Main Bldg./DNSTC/ Dusty Road/ Tahanan/ Bulwagan	Metal Detectors	10 units
Capitol Entrance/ Exit Gates/ DNSTC/ Tahanan PEO-LTO Inter-sections	Traffic Vests	10 units
Provincial Government of Davao del Norte	Deployment of K-9 Dog (upon request 2 days before event)	(upon request)

## II

### RIGHTS OF THE FIRST PARTY

Section 4. The First Party shall have the following rights:

- a. Conduct inspection in ranks/formation of guards, firearms and other equipage as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter;
- b. Conduct inspection of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness;
- c. Report and recommend to the Second Party, the imposition of disciplinary sanctions for any violation committed by the Second Party's guards during his tour of duty or off duty, inside the First Party's premises. Any such violation, which comes to the attention of the Second Party first, shall be reported by the Second Party to the First Party in writing for appropriate action of the latter;
- d. Increase or decrease the number of guards as the necessity for the same arises. Second Party shall correspondingly increase or decrease the number of guards within twenty-four (24) hours from receipt of a written notice to that effect from the First Party and Second Party shall submit to the First Party or to his authorized representative of his designated officer, within the first five (5) days of each month the updated list of guards so assigned, indicating the installation, name and residence address of guards, license number, SSS number, tax account number, disposition and duty schedule;
- e. Whenever the First Party or authorized representative of his designate informs the Second Party in writing that any contracted guard, including any Second Party personnel, in its findings and/or opinion is undesirable, the Second Party shall, within twenty-four (24) hours from notice, relieve the employee and never again be assigned to the First Party's premises, and if, for any reason which it deems necessary to protect its interest, the First Party or authorized representative or his designee, shall request in writing the revamp of the entire security force, the Second Party shall effect the same without additional cost on the part of the former;



- f. Have the right to screen, select, accept and/or reject Second Party's individual guards in accordance with the First Party's present criteria;
- g. Inspect the guards at any time to insure the proper security of the personnel, materials and equipment within its premises. Likewise, the Chief Security Officer shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violation (s) committed by the Second Party guards, as provided in the preceding paragraph (2) and (3) above. This right of inspection by the First Party shall not relieve the Second Party from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof;
- h. The Second Party security guards and personnel shall be under the supervision and control of the First Party or authorized representative or his designee with respect to deployment, work shifts and execution of security plans;
- i. The First Party, for the purpose of implementing the operational aspects of this Contract, shall officially deal only with the License as indicated in the License to operate of Second Party;
- j. The First Party shall have access to records of payment of salaries and/or auditorial right over the payroll of the Second Party;
- k. Deduct the penalties for absences and tardiness of the security guards and other violations of the guards and of the Second Party from the Second Party's monthly billing as provided in Article VII hereof.

### III

#### **OBLIGATIONS AND RESPONSIBILITIES OF THE SECOND PARTY**

Section 5. The Second Party shall have the following obligations and responsibilities:

- a. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the Second Party employed under this Contract shall not be considered employee of the First Party. The Second Party assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract;
- b. The Second Party shall ensure and guarantee that its security guards shall familiarize themselves with officers and personnel of the First Party and at all times accord to them the highest respect and courtesy;
- c. The Second Party shall submit promptly every morning to the First Party or authorized representative or his designee, the shift guard mounting reports as well as reports of all incidents of loss, injury or damages to life and property, involving the Provincial Government's property and personnel, that occurred during the previous day;
- d. The Second Party shall provide each guard with the appropriate AGENCY - Owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by the First Party in the future as warranted by the situation, during his tour of duty, including but not limited to office and transportation equipment and such other accessories or related equipment, tools, supplies and materials for the use, service and control of the security force under this Contract;



- e. The Second Party shall exercise effective administration, control, supervision and inspection, through its Supervisions/Shift-In-Charge, to prevent any violation or commission of anomalies acts by the guards, whether on or off duty. The Second Party shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to the Provincial Government's personnel or visitors, or damage/loss to Provincial Government's properties or those of its personnel or visitors within the service areas;
- f. The Second Party shall assign only members of the force who are acceptable to the First Party or authorized representative or his designee, and the Second Party shall not pull out any security guard from the First Party without the written consent of the latter;
- g. The Second Party hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of the First Party to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of the First Party including authorized visitors/clients in the execution of their duties;
- h. The Second Party shall provide the First Party with the number of guards as stated in the Purchase Order/Contract hereof, and any decrease or increase in the number of guards shall require the written approval of First Party;
- i. The Second Party shall diligently and faithfully serve the best interests of the First Party in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or enter, any classified information concerning the business affairs of the First Party which any member of the security force of the Second Party may have acquired by reason of such contractual relationship;
- j. The Second Party hereby guarantees that the salaries of guards detailed with the First Party shall be paid during the regular working hours not later than the 20<sup>th</sup> day of the month and 5<sup>th</sup> day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the Second Party, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for First Party to terminate the service contract;
- k. The Second Party shall guarantee that all employer's share being paid by the First Party to the Second Party, like the SSS premiums, State Insurance/ECC, Philhealth, Pag-IBIG and others and the corresponding employee's shares being pre-deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be a sufficient ground for the First Party to remit these amounts directly to the concerned government agencies;
- l. The Second Party shall assign to the First Party well trained, experienced, licensed, uniformed and armed guards who shall meet the following qualifications:
- i. For Supervisor/Shift-in-Charge, must have at least 36 units in College and at least two (2) years experienced in supervisory security work. For the Regular Guard, at least High School graduates with at least two (2) years experienced in security work;
  - ii. Physically fit; height: at least 5'2" for female and 5'4" for males; age-at least 21 years old;





- iii. Not related to any personnel of the Provincial Government of Davao del Norte within the 4<sup>th</sup> degree of consanguinity or affinity;
- iv. Of good moral character, mentally sound and without criminal or police record; must have clearance from the PNP-accredited Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Neuro-Psychiatrist duly accredited by the Philippine National Police;
- v. Possess the qualifications as prescribed in Rule III, Section 5 and must have passed the physical/mental examination for security personnel as prescribed in Rule XXIII of the 1994 Revised Rules and Regulations Implementing RA. 5487, as amended, unless otherwise prescribed.

#### IV

#### AFTER SALES SERVICE

**(LIST OF EXTRA SERVICES OFFERED FREE), as provided in their Bidding Document**

Section 6. (a). For the Provincial Government of Davao del Norte:

1. Security Survey and Audit;
2. Periodic Assessment on Security Measures;
3. Day and Night Spot Inspections by Agency Supervisors/Inspectors;
4. Designation of Security Head to supervise all assigned Guards and to Attend/Assist on Security Matters/Concerns;
5. Military and Police Assistance/Back-up, as may be requested;
6. Personalized Services to the Management;
7. 24-Hour Phone Patch Contact with MINSAS Office;
8. Provides the Government with CCTV Monitoring System;
9. Provides the Government with vehicle for VIP use during special occasions (by request);
10. Provide continuous training to assigned guards;
11. Assist the Government in developing and implementing preventive measures against fire, bomb threats, robbers and other forms of crimes and contingencies;
12. Assist the Government in investigating security-related matters in coordination with the PNP;
13. Protects the properties within Government premises on 24-hour cycle and update about the status thereof;
14. Other services as may be determined necessary in the discharge of guard's duty.

Section 6. (b). Privileges/Benefits afforded by Mati Investigation Security Agency Services, Inc., (MINSAS) to its Employee-Security Guards:

1. On-time salary every 15-day period;
2. Cash advance assistance on emergency situations;
3. Medical assistance on emergency situations;
4. Religious remittance on Social Benefits to SSS, Philhealth, Pag-IBIG and EC;
5. Accident and Life Insurance up to Php 105,000.00;
6. Religious payment of Fringe Benefits such as 13<sup>th</sup> Month Pay, Incentives, Night Premium Pay and Retirement Pay;
7. Commissary Advances;
8. Uniform Allowances.



## CONTRACT PRICE

Section 7. The Provincial Government of Davao del Norte has an **Approved Budget of the Contract (ABC) of TWENTY MILLION PESOS (PHP 20,000,000.00)**, for One (1) year supply of Security Services for the Provincial Government of Davao del Norte with 76 Security Guards (SG) with Complete Equipage but renewable every year since it is under Multi-Year Contract to start in January 1, 2021 up to December 31, 2023. For the remaining year of the Contract, the same shall be supported by an appropriation ordinance of the succeeding administration.

## VI

### CONSIDERATION AND MANNER OF PAYMENT

Section 8. As consideration based on the submitted bid quotation, the SECOND PARTY, a security service provider, is entitled to claim the total amount of **SIXTEEN MILLION TWO HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED TWENTY-ONE PESOS AND TWELVE CENTAVOS (PHP 16,274,421.12)**, as its bid price per year as reflected under the Bid Evaluation Report, but renewable until the termination of this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month thereafter. It is understood that the Second Party's billings include all the statutory compensation and benefits due to its security guards. Any increase in the minimum wage may be allowed subject to the condition pursuant to the SCC hereof, (SCC No. 9).

## VII

### MISCELLANEOUS PROVISIONS

Section 9. The parties hereby agree that the venue of the action for any cause or causes of action, which may arise from this Contract, shall be exclusively filed before the proper court of Tagum City, Davao del Norte, Philippines.

In case of Court litigation arising out of any violation of the terms and conditions of this Contract by the Second Party, or any cause arising therefrom, the amount of twenty percent (20%) of the value of the award made by the Court shall be paid by the Second Party to the First Party by way of Attorney's fees and other expenses of litigation but in no case shall such amount for Attorney's fees and other expenses of litigation be less than P50,000.00.

Section 10. The following documents, which have been conformed to, signed and/or submitted by the Second Party shall form an integral parts of this agreement, viz:

- Section VI, Schedule of Requirements marked as Annex "A";
- Section VII, Technical Specifications marked as Annex "B";
- Financial Proposal Submission Sheet marked as Annex "C";
- Computation of Bid Price marked as Annex "D"; and
- The Bidding Documents (for further reference).

Section 11. The Parties may amend, alter or modify this Contract in any manner as provided for by law and/or at any time as the need arises.

**IN WITNESS WHEREOF**, the parties, and/or through their representatives have hereunto affixed their signatures \_\_\_\_\_ at Tagum City, Davao del Norte, Philippines.



**PROVINCIAL GOVERNMENT  
OF DAVAO DEL NORTE**

**MATI INVESTIGATION SECURITY  
AGENCY SERVICES, INC., (MINSAS)**

*FIRST PARTY*

*SECOND PARTY*

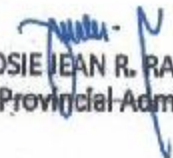
*Represented by:*

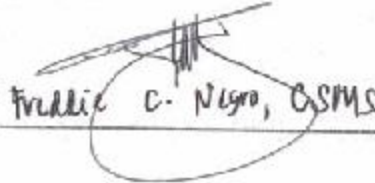
*Represented by:*

  
**EDWIN I. JUBAHIB**  
Governor

  
**ELVIRA T. PANG**  
President

*Signed in the presence of:*

  
**ENGR. JOSIE JEAN R. RABANOZ, MPA, EnP**  
Provincial Administrator

  
**Freddie C. Negro, CSMS**



**ACKNOWLEDGMENT**

Republic of the Philippines...)  
Province of Davao del Norte.)Sc.  
City of Tagum.....)  
x----- x

**BEFORE ME**, a Notary Public in the City of Tagum, Province of Davao del Norte, personally appeared:

**ELVIRA T. PANG**                      Proof of Identity                      Date                      Place Issued

known to me to be the same persons who executed this Agreement and they acknowledged to me that the same is their free act and deed for and in behalf of the parties they represent.

This instrument consists of ten (10) pages including this page wherein this acknowledgment is written and duly signed by the parties and their respective instrumental witnesses on the left portion of each and every page hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and Notarial Seal this DEC 30 2020 at Tagum City, Davao del Norte, Philippines.

Doc. No. 401;  
Page No. 82;  
Book No. XVI;  
Series of 2020.



**RYAN ERIK C. SANTIAGO**  
Notary Public  
Comm. Serial No. 2019-0043-2020  
Until 31 December 2020  
Roll of Attorneys No. 58867  
PTR No. 3387789-12/10/2019 (2020)-DC  
IBP No. 107369-01/10/2020 (2020)-DC  
TIN No. 409-994-796  
MCLE Compliance No. VI-0009804  
47-M Gen. Malvar St., Davao City

**ACKNOWLEDGED**

Republic of the Philippines...)  
Province of Davao del Norte.)Sc.  
City of Tagum.....)  
x----- x

**BEFORE ME**, a Notary Public in the City of Tagum, Province of Davao del Norte, personally appeared:

**EDWIN I. JUBAHIB**                      Proofs of Identity                      Date                      Place Issued

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