



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
REGION V

**NOTICE OF AWARD**

02 JAN 2024

**JOSE MA. BENGZON POE**

Chairman & CEO  
El Tigre Integrated Security Services, Inc.  
3/F Prieto Building Panganiban Drive,  
Naga City

**Attention: Ms. Raquel H. Salomon**  
Senior Manager

Sir/Madam:

This is to inform you that per Resolution No. 2023-03, the Bids and Awards Committee (BAC) of the Department of Budget and Management, Regional Office No. V, has declared you as bidder with the Lowest Calculated and Responsive Bid (LCRB) for the **Procurement of Security Services for DBM-ROV for the duration of Three (3) Years**. We hereby accept your bid and award the contract to you at a total Contract Price of NINE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-FIVE PESOS & 12/100 (P921,855.12).

You are therefore required within ten (10) calendar days from receipt hereof to formally enter into contract with us, and signify your conformity with this Notice of Award, then return the same to this Office together with the required **Performance Security** in the form and the amount stipulated in Instructions to Bidders pursuant to Section 39 of the Revised IRR of RA 9184.


Your failure to enter into the said contract and to comply with the submission of the requirements on the indicated time shall constitute a sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

  
**ANTONIO F. VILLANUEVA, JR.**  
Acting Director IV

Conforme:

Note: A similar Notice was posted at a conspicuous place at DBM-ROV Premises on 02 JAN 2024

  
\_\_\_\_\_  
(Printed Name of Bidder/Representative & Signature)

1-5-2024  
\_\_\_\_\_  
Date

## CONTRACT FOR SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT for Security Services** made and executed this JAN 11 2024 of January, 2024 at the City of Legazpi, Philippines, by and between:

The **DEPARTMENT OF BUDGET AND MANAGEMENT**, Regional Office No. V, a National Government Agency of the Republic of the Philippines, with office address at Regional Center Site, Rawis, Legazpi City, represented by **Director ANTONIO F. VILLANUEVA, JR.**, hereinafter referred to as the **CLIENT**;

-and-

**EL TIGRE INTEGRATED SECURITY SERVICES, INC.**, a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with business address at 3<sup>rd</sup> Floor, Prieto Building, Panganiban Drive, Naga City, represented herein by **Ms. MA. YSOBEL POE ANG**, Finance Comptroller, hereinafter referred to as the **SECURITY AGENCY**;

### WITNESSETH:

**WHEREAS**, the **CLIENT** desires to engage the services of the **SECURITY AGENCY** for the purpose of maintaining law and order at its premises located at Regional Center Site, Rawis, Legazpi City by protecting and guarding **CLIENT**'s property from theft, robbery, arson, trespass, destruction/damage or loss, as well as protecting its officers, employees, visitors and guests from assault, harassment, threat or intimidation or other unlawful acts, as well as enforcing and implementing rules, policies and regulations relative to maintenance of security and safety thereat.

**WHEREAS**, the **SECURITY AGENCY**, a duly bonded agency operating under the provisions of Republic Act No. 5487, as amended;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and provisions hereafter set forth, the parties hereto have stipulated and do hereby mutually agree as follows:

#### 1. Place and Location

The **SECURITY AGENCY** shall provide security guard services to **DBM ROV** (to be known as the "**CLIENT**") at its premises located at the Bicol Regional Government Center, Rawis, Legazpi City. The respective areas of assignment of the guards shall be determined by the **CLIENT**.



The **SECURITY AGENCY** should have physical office in Region 5-Bicol Region.

#### 2. Functions and Duties of the Guards

The guards are to maintain peace and order at the aforementioned premises; to watch, safeguard and protect the property of the **CLIENT** from theft, robbery, arson, trespass, and destruction/damage or loss, to protect the directors, officers, employees, visitors and guests of the **CLIENT** from assault, harassment, threat or intimidation or other unlawful acts, and to enforce and implement rules, policies and regulations of the **CLIENT** aimed at maintaining security and safety threat. The **CLIENT** may also prescribe additional duties to the guards in the enforcement of regulations and instructions.

#### 3. Limitation of Scope

The scope of security services shall be limited to the discharge of security functions. Performance of tasks that may be assigned not essential, necessary or related to the security function shall not be construed as an acceptance of accountability but a mere accommodation to



the CLIENT. Any resulting loss or damage from such accommodation shall be the sole responsibility of the CLIENT.

**4. Guard Force**

The SECURITY AGENCY shall provide the CLIENT with qualified and uniformed Four (4) security guards who shall render 24 hours daily duty at the premises of the CLIENT including Saturdays, Sundays, and Legal Holidays or an aggregate total number of hours indicated in the guard deployment which shall be in accordance with the manner described in Annex A. It is agreed further that the number of guards may be increased or decreased anytime at the discretion and upon written request of the CLIENT depending upon the security situations and exigency of the service.

The guards to be deployed shall undergo a screening process conducted by the CLIENT.

**5. Qualifications of Guards**

Each of the security guards to be assigned by the SECURITY AGENCY to the CLIENT must be:

- a. Of good moral character and reputation, courteous, alert and without criminal or police record;
- b. Physically and mentally fit not less than 21 of age; with complete medical clearance (including drug test, neuro-psychological test and Hepa B)
- c. Duly licensed and must present Bio-Data, Barangay, Police & NBI Clearance;
- d. In proper uniform and armed with a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty; and
- e. In possession of such other qualifications required by Republic Act No. 5487 as amended.

**6. Due Diligence Period**

Starting on the effectivity date of the engagement, the CLIENT and the SECURITY AGENCY agree to provide a three (3) month due diligence period to validate assumptions of the service delivery model, to determine requirements which may not have been defined earlier or to refine the service to CLIENT's specification and to establish the good faith of the parties to the contract. Should parties be amenable to the necessary amendments identified during this period, the contract and resulting amendments shall be deemed in full effect and force.

**7. Contractual Considerations**

For and in considerations of the services rendered by the SECURITY AGENCY to the CLIENT during the effectivity of this Agreement, the CLIENT shall pay the SECURITY AGENCY the amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT, in accordance with the attached Cost Distribution per Wage Order No. RB-V-20 per attached Annex A.

The SECURITY AGENCY shall be entitled to an adjustment of the stipulated price in this Agreement in the event that the minimum wage is increased or in the event that increased fringe benefits in favor of the employees are promulgated by law, decree or wage order subsequent to the execution of the Agreement. Said adjustment shall be equivalent to the amount of increase in the minimum wage and/or benefits and other concomitant increases related thereto. The corresponding adjustment in the contract cost shall be subjected to a new negotiation agreeable to both parties.

**8. Surety Bond**

The SECURITY AGENCY shall furnish the CLIENT a good and sufficient Surety Bond from a reputable Bonding Company acceptable to the CLIENT, in the amount equivalent to ten



(10%) percent of the Total Contract Price, for FOUR (4) guards to guarantee the full and faithful performance of works in accordance with the terms and effects of this Contract and to answer for any claims, whatsoever of the CLIENT or which may be made against the CLIENT by any third party or parties for any loss or damage which may be incurred by reason of the operation of the Contract. However, if the claim of the CLIENT is more than the amount of the posted surety bond, the SECURITY AGENCY is answerable to the CLIENT for the excess amount.

**9. Review/Audit of Bills**

The CLIENT shall be given 15 days to review/audit the SECURITY AGENCY's invoice, within which time the CLIENT may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the SECURITY AGENCY for appropriate correction or revision in which case, the CLIENT shall have 15 days from receipt of the corrected invoice within which to settle the same.

**10. Billing Requirements**

The SECURITY AGENCY shall support its billings with CLIENT approved daily time records as proof of services rendered to the CLIENT. Should the CLIENT subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the CLIENT's request.

**11. Amounts Earmarked and Held in Trust**

The SECURITY AGENCY understands that by virtue of Philippine Laws, DO-18A and the SECURITY AGENCY acting for the CLIENT as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished or delayed. The CLIENT shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to the CLIENT's fault or negligence.

**12. Supervision and Control**

The SECURITY AGENCY shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the CLIENT on the matter. The SECURITY AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection at any time of the day or night to ensure they properly discharge their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the CLIENT.

The SECURITY AGENCY shall provide the schedule of guarding services in writing as well as the names of the guards assigned to each shift and adhere to this schedule, unless provided otherwise by virtue of a written notice duly approved by the CLIENT. In no case shall a guard render service beyond his scheduled working hours and/or in substitute of the incoming guard unless otherwise authorized, service rendered in violation hereof will not be paid.

**13. Equipment and Uniform**

The SECURITY AGENCY shall equip the guards with duly licensed firearms, ammunition, nightsticks, uniforms and other paraphernalia for security purposes.

**14. Retention Period of Records**

The SECURITY AGENCY shall maintain records of its services for a period of 12 months. These records pertain to logbooks, log sheets, correspondences, incident and investigation



reports and other records generated in the conduct of performing the SECURITY AGENCY's services, which must be submitted to the CLIENT for safekeeping.

**15. Client Responsibility to Insure**

The CLIENT shall obtain adequate and reasonable insurance to protect its properties. The SECURITY AGENCY shall be free from any liability, except when damage or losses are attributable to the negligence or failure in the discharge of the duties of SECURITY AGENCY personnel. Such liability shall be limited to the resulting participation charges. In the absence of insurance, the amount of liability shall be limited to the amount of participation charges had there been coverage for insurance.

**16. Liabilities**

The CLIENT shall not be responsible for any and all claims for personal injury or death cause to any of the guards or to any third party where such injury or death arises out of or in the course of the performance of guard duties, it being understood that the security guards heirs claims in connection with his employment or the third party claims shall be borne by and the sole liability of the SECURITY AGENCY.

The SECURITY AGENCY, shall be responsible in case of loss or damage to the property of the CLIENT, except those which can be easily transported or disposed of or which cannot be considered as bulky such as, but not limited to, pocket calculators, jewelries and cash, occurring or taking place during the tour of duty of the guards of the SECURITY AGENCY and made known in writing to the latter within seventy-two (72) hours from the time of occurrence; provided that such loss or damage is due to traceable solely to the negligence, fault, dishonesty or dereliction of duty of the security guards; and provided further, that the SECURITY AGENCY shall be responsible only in case of loss or damage of the reported property of the CLIENT whenever there is a clear showing that the door, window or other points of entrance/exit were subjected to force. The maximum liability of the SECURITY AGENCY in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. The CLIENT shall have no authority to automatically deduct its claim under this paragraph for the agreed fees of guard services due to the SECURITY AGENCY not to withheld payment of the same without the approval of the SECURITY AGENCY.

The SECURITY AGENCY shall not be liable for loss and/or damages due to (a) fortuitous events or force majeure beyond the control and competence of the guard to prevent; and (b) orders of the CLIENT beyond the scope of this Agreement.

The SECURITY AGENCY and CLIENT hereby agrees to equitably share in the damage/loss due to the contributory negligence of both parties.

**17. Replacement of Any Guards**

The CLIENT may have a guard changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the CLIENT. The judgement of the CLIENT on such matters shall be final and binding should the SECURITY AGENCY refuse, the former may consider the same valid cause for the termination of contract.

It is understood that prior to the Security Guards deployment, the Security Agency shall present to the CLIENT the Guards Biodata; Security Guard License; Barangay, Police and NBI Clearance; Medical Certificate; Drug Test, and Neurological and Psychological Test Result.

**18. Capacity of the Security Agency**

The SECURITY AGENCY shall maintain its good standing and remain a competent security agency, financially capable of acting as an independent contractor and shall obtain all necessary licenses and permits and comply with all laws, ordinances and regulations required for all



security agencies. If the CLIENT has reason to believe that the SECURITY AGENCY has failed to comply with a law or regulations regulating employment of labor, the CLIENT may then notify the SECURITY AGENCY accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the CLIENT, the CLIENT shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the CLIENT may institute for damages he has suffered thereby.

**19. Term of Agreement**

Unless terminated sooner, the Contract shall take effect on the 1<sup>st</sup> day of January 2024 and shall continue until December 31, 2024, and may be renewed upon mutual agreement of the parties, provided, that in the absence of a formal renewal from either party upon expiration of the Contract, it is deemed to remain in force on a monthly basis, subject to termination upon thirty (30) days prior written notice by one party to the other.

The Contract may be pre-terminated for legal cause by either party at any time provided that at least a thirty (30) day written notice is made on the other party prior to the intended date of termination.

**20. Other Provisions**

No modification of the Contract shall be made except in writing signed by the CLIENT and the SECURITY AGENCY.

The SECURITY AGENCY shall not assign, transfer, pledge or make other dispositions of the contract or any part thereof, except with the prior written consent of the CLIENT.

In case of litigation arising from or in connection with the Contract, venue of action shall be in the Regional Trial Court of Legazpi City and the amount equivalent to 25% of the amount claimed shall be due and demandable as Attorney's fee.

**21. Confidentiality Clause**

The Security Guards provided by the SECURITY AGENCY shall at all times maintain the confidentiality of all documents and information of the CLIENT and not disclose to any third party all Confidential Information received from and entrusted by the CLIENT. The Security Guards shall be prohibited from using the Confidential Information or documents received or entrusted by the CLIENT for purposes other than compliance with its obligations as Security Guards.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures to this Contract on the date and place first mentioned above.

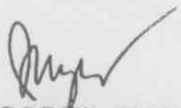
DEPARTMENT OF BUDGET  
MANAGEMENT -ROV

By:

  
ANTONIO E. VILLANUEVA, JR.  
Director IV

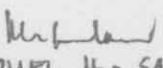
EL TIGRE INTEGRATED SECURITY AND  
SERVICES INC.

By:

  
MA. YSOBEL POE ANG  
Finance Comptroller

SIGNED IN THE PRESENCE OF:

  
LEIZEL L. SAPAULA  
Acting Chief Administrative Officer

  
Ateneo H. Salomon



ACKNOWLEDGEMENT

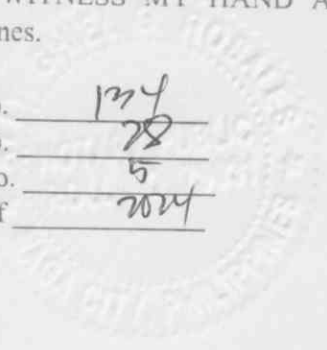
BEFORE ME, the undersigned Notary Public personally appeared:

Director ANTONIO F. VILLANUEVA, JR., with DBM I.D. No. 1436, and MA. YSOBEL POE ANG, with UMID CRN-0111-2993233-3, known to me to be the same persons who executed and signed the foregoing CONTRACT AGREEMENT and acknowledged to me that same are their own free act and deed and the parties they represented.

This instrument consists of seven (7) pages including this page signed by the contracting parties and their witnesses on the left margin of the other page and all sealed with my notarial seal.

WITNESS MY HAND AND SEAL this JAN 11 2024 2024, in NAGA CITY Albay, Philippines.

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Page No. 78  
Book No. 5  
Series of 2024



**ATTY. GHIEL G. ROSALES**  
Notary Public for Naga City, Camarines Sur  
Commission Serial No. 23-46 until 12/31/24  
Roll No. 79031, IBP No. 332786  
PTR No. 4857473 issued 1/2/24, Naga City  
MCLE No. VIII-0003266 valid until 4/14/28  
Dr. 2, Prieto Bldg., Panganiban Drive,  
Barangay Dinaga, Naga City  
ghielr@gmail.com, 09177773306

**DEPARTMENT OF BUDGET AND MANAGEMENT RO V**  
**COST DISTRIBUTION SCHEDULE FOR SECURITY GUARDS**  
**January 1, 2024 to December 31, 2024**  
**Based on Wage Order No. RBV-20**

		Dayshift 7days/8hrs	Nightshift 7days/8hrs
<b>Amount Directly to Guard</b>			
Basic Wage	P	365.00	365.00
No. of Days/Year		395.00	395.00
<b>Amount to Gov't. in Favor of Guard</b>			
Average Monthly Pay	P	12,014.58	12,014.58
Night Differential Pay			1,201.46
13th Month Pay		925.17	925.17
5 Day Incentive Pay		152.085	152.08
Uniform Allowance (RA 5487)		100.00	100.00
Overtime Pay			-
	P	13,191.83	14,393.29
<b>Amount to Gov't. in Favor of Guard</b>			
Retirement Pay ( R.A. 7641)	P	684.38	684.38
SSS Premium		1,140.00	1,235.00
Philhealth Contribution*		240.29	240.29
ECC		10.00	10.00
Pag-ibig Fund		100.00	100.00
		2,174.67	2,269.67
TOTAL AMOUNT TO GUARD & GOV'T.	P	15,366.50	16,662.96
AGENCY FEE		3,073.30	3,332.59
VALUE ADDED TAX		368.80	399.91
<b>MONTHLY CONTRACT RATE PER GUARD</b>	P	<u>18,808.60</u>	<u>20,395.46</u>
<b>MONTHLY CONTRACT RATE FOR 4 GUARDS</b>	P	<u>56,425.80</u>	<u>20,395.46</u>
<b>CONTRACT RATE (January 1, 2024 to December 31, 2024) FOR 4 GUARDS</b>	P		<u>921,855.12</u>

*[Signature]*

*[Signature]*

*[Signature]*





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
 REGION V

**NOTICE TO PROCEED**

January 11, 2024

**JOSE MA. BENGZON POE**

Chairman & CEO  
 El Tigre Integrated Security Services, Inc.  
 3/F Prieto Building Panganiban Drive,  
 Naga City

Dear Chairman Poe:

Since the attached **Contract Agreement** with you for **the Procurement of Security Services for DBM-ROV for the duration of Three (3) Years** has been approved, we hereby instruct you to proceed, effective upon the date of your receipt of this Notice, with the implementation of the provisions of the Contract, in accordance with the terms of the Contract Agreement, including the Conditions of the Contract and Specifications.

Please acknowledge receipt and acceptance of this Notice by signing both copies hereof in the space provided below. Keep one copy and return the other to us.

Very truly yours,

 Digitally signed  
 by Antonio F.  
 Villanueva Jr.

**ANTONIO F. VILLANUEVA, JR.**  
 Acting Director IV

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I acknowledge receipt of this Notice on: January 11, 2024  
 (Date)



Raquel H. Salomon  
 Name and Signature of Bidder/  
 Authorized Representative of the Bidder