

CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESEPRESENTS:

This **CONTRACT** made and entered on the 28th day of December 2023, in the City of Butuan, Province of Agusan del Norte, Philippines, by and between:



The **PHILIPPINE STATISTICS AUTHORITY (PSA)**, created under Republic Act 10625 with principal office at 3rd Floor CVEA Bldg., East Avenue, Quezon City, Philippines with **HON. CLAIRE DENNIS S. MAPA, PhD.**, National Statistician and Civil Registrar General, duly represented in RSSO XIII (Caraga Region), Freeman Building, J.C. Aquino Avenue, Butuan City by **ROSALINDA C. APURA, D.M.**, Regional Director, of legal age, married and a resident of Barangay 5, San Francisco, Agusan del Sur, Philippines, hereinafter referred to as "**CLIENT**";

- and -

VISASECURITY SERVICES, a Sole Proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at the Santan Street, Saint Joseph Subdivision, Brgy. J.P. Rizal, Butuan City, represented in this act by its Proprietor/General Manager, **MR. MICHAEL V. DY** now hereafter referred to as the "**AGENCY**".

WITNESSETH:


WHEREAS, the **AGENCY**, who represented itself to be duly licensed to render protective services to person, establishments, firm and other business entities within the Philippines and is fully qualified and possessed with expertise, ability and experience to give such services to **CLIENT**, and the latter, by reason of such representation, has agreed to hire/engage the services of the **AGENCY**;

NOW, THEREFORE, for and in the consideration of the foregoing premises and have their mutual covenants and stipulations, the parties hereto have agreed to be bound by the following terms and conditions;

1. That the **AGENCY** shall provide the **CLIENT** with qualified, uniformed and properly armed security guards as maybe required by the latter with qualification prescribed by **R.A. 5487**, as amended by Presidential Decrees No. 11 and 100, otherwise known as "**Private Security Agency Law**" to be deployed to PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur;
2. The **AGENCY** agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the **AGENCY** agrees to provide security and assistance to the officials and employees of the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur while in the discharge of their official duties and responsibilities. The security guards posted shall maintain duly verified daily time records using the electric time recorder of the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur, which shall support the claim for payment of services rendered.
3. The security guards provided by the **AGENCY** shall also:
 - a. Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief Administrative Officer & Chief


Statistical Specialist within twenty-four (24) hours if any property belonging to the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur shall be brought without duly approved gate pass;

- b. Record all incoming and outgoing vehicles in their logbook;
- c. Allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur visitor's ID;
- d. Record all trips of service vehicles and file one copy of each duly approved trip ticket; and
- e. Enforce and obey all orders/instructions/memoranda issued by the Chief Administrative Officer and Chief Statistical Specialist in behalf of PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur, which are relevant to their functions.



4. In view of the manpower requirements, the **AGENCY** shall provide the **CLIENT** with a copy of the individual personnel profiles of the security guards to be assigned in the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur before assumption of work of the said security guard.

5. The number of guards may be increased or decreased as the need arises upon mutual agreement by the **CLIENT** and **AGENCY**;



6. Should the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur be in need of the services of additional security guards, the **AGENCY** shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the **CLIENT**;

7. The **AGENCY** hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;

8. The **AGENCY** shall agree to remove, change or substitute any or all of the guards whose performance is/are found unsatisfactory, as observed by and upon notice or advice by the **CLIENT**;

9. The **AGENCY** shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur;

10. There shall be no employer-employee relationship between the **CLIENT** and the Security Guards;

11. The PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the **AGENCY** including death resulting therefrom;

12. The **AGENCY** shall be solely liable and answerable for claims, if any, that may be made by the guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;
13. All and whatever benefit the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the **AGENCY**;
14. The **AGENCY** shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, DOLE Department Order No. 150-16, Series of 2016, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;
15. The **AGENCY** shall protect the **CLIENT** from any liability arising from non-observance of laws, rules and regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;
16. The **AGENCY** shall be liable to the **CLIENT** for any loss or damage that may be incurred upon the latter's equipment vehicle, buildings and properties within the guarded compound;
17. The liability for any loss or damage stated under paragraph 15 is subject to the following exceptions:
- Where the loss or damage occurs inside a closed office, building or compartment into which the **AGENCY** or its agents have no access, in which case, the **AGENCY** is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards;
 - For loss of, and/or damage to property delivered, or entrusted by the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur to its employees, which equipment or property is outside the administrative control of the **AGENCY** at the time of said loss or damage, the **AGENCY** is not liable. In this connection, properties or equipment are considered outside the administrative control of the **AGENCY** only when the same are brought outside the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur premises or compound by the authorized employees themselves.
 - For loss of, and/or damage to property resulting from fortuitous events or force majeure.
18. For any loss or damage stated under paragraphs 16 and 17, the **AGENCY** shall indemnify the **CLIENT** for any loss or damage to the property or properties of the latter provided that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the **AGENCY** shall furnish the **CLIENT** a Performance Security to guarantee the payment of such claim for damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the **AGENCY** shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur.
19. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the **AGENCY** to the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur within forty-eight (48) hours from its occurrence;
20. The loss or damage to property shall be brought to the attention of the **AGENCY** by the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur within

forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the **AGENCY**;

21. The **AGENCY** shall provide the security guards assigned to PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur, at its own expense, with the necessary serviceable and dependable firearms and ammunitions, metal detectors and adequate communication equipment. The **AGENCY** hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The **AGENCY** shall also provide the PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur;
22. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur, whether he/she is on-duty or off-duty. Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur, whether he/she is on-duty or off-duty;
23. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the **AGENCY** shall provide PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur with a contingent of one (1) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;
24. The **AGENCY** shall monitor/supervise regularly their security guards by assigning a supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Chief Administrative Officer of RSSO XIII and Chief Statistical Specialist of PSA-Surigao del Sur and PSA-Surigao del Norte on the first week of the month following the said evaluation;
25. The **AGENCY** shall provide PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement. Failure to provide proof of the same may cause the delay of the processing of the payment;
26. It is agreed that in order to have an assurance that salaries of security guards assigned by the **AGENCY** were paid on time, PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur, requires the **AGENCY** to present a certified photocopy of the signed payroll of the security guards assigned to PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions;
27. The **AGENCY** shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the **CLIENT** and it shall be understood that the **CLIENT** will not be held liable for unpaid wages if the **AGENCY** fail to pay the security guards; and

28. The **AGENCY** shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur which the agency may have acquired by reason of its services.
29. As required by the **CLIENT**, the **AGENCY** shall provide a total of ten (10) security guards (four (4) security guards for RSSO XIII of which three (3) shall be on an **EIGHT (8)** hour duty each daily including Saturdays, Sundays and Holidays and one (1) shall be on duty from 6:00 am to 6:00 pm on Mondays and from 6:00 am to 5:00 pm from Tuesdays to Friday; three (3) security guards for PSA-Surigao del Norte and three (3) security guards for PSA Surigao del Sur for seven (7) days' work rendering at least eight (8) hours shift during Mondays to Sundays including holidays). The above number of Security Personnel maybe increased or decreased, upon the **CLIENT**'s request.
30. For and in consideration of the services to be rendered by the **AGENCY** to PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur during the term of this agreement, the **CLIENT** thru PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur shall pay the **AGENCY** a monthly rate and the total contract price as specified below:

PSA Office	Description	Monthly Rate per Security Guard
PSA RSSO XIII (Lot 1)	One (1) Security Guard with duty from 6:00 am to 6:00 pm on Mondays and from 6:00 am to 5:00 pm from Tuesdays to Friday	₱17,219.07
	One (1) Security Guard on an 8-Hour Duty, Dayshift; on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱18,141.86
	One (1) Security Guard 8-Hour Duty, Nightshift; on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱18,141.86
	One (1) Security Guard 8-Hour Duty Graveyard Shift Security Guard on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱19,552.00
Total Monthly Rate for Four (4) Security Guards		₱ 73,054.79
Total Contract Price for Lot 1 (4 Security Guards for 12 Months)		₱ 876,657.48
PSA Surigao del Norte (Lot 2)	One (1) Security Guard on an 8-Hour Duty, Dayshift; on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱18,141.86
	One (1) Security Guard 8-Hour Duty, Nightshift; on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱18,141.86
	One (1) Security Guard	₱19,552.00

	8-Hour Duty Graveyard Shift Security Guard on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	
Total Monthly Rate for Three (3) Security Guards		₱ 55,835.72
Total Contract Price for Lot 2 (3 Security Guards for 12 Months)		₱ 670,028.64
PSA Surigao del Sur (Lot 3)	One (1) Security Guard 8-Hour Duty, Day shift Security Guard on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱18,141.86
	One (1) Security Guard 8-Hour Duty, Night shift Security Guard on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱18,141.86
	One (1) Security Guard 8-Hour Duty Graveyard Shift Security Guard on Mondays to Sundays including holidays and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱19,552.00
Total Monthly Rate for Three (3) Security Guards		₱ 55,835.72
Total Contract Price for Lot 3 (3 Security Guards for 12 Months)		₱ 670,028.64
Total Contract Price for Lot 1, Lot 2 and Lot 3		₱ 2,216,714.76

31. The parties hereby expressly submit to the jurisdiction of the courts of Butuan City on any legal action arising from this contract.
32. This contract shall be for the period of twelve (12) months from January 1, 2024 to December 31, 2024. However, it is understood that the termination shall be effective only upon notification in writing by any of the parties before or on the date of the termination date.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers have signed and executed this CONTRACT on the **28th** day of **December 2023** at Butuan City, Philippines.

Republic of the Philippines:

PHILIPPINE STATISTICS AUTHORITY

VISA SECURITY SERVICES

FOR THE NATIONAL STATISTICIAN:


ROSALINDA C. APURA, D.M.
 Regional Director


MICHAEL V. DY
 Proprietor/General Manager

SIGNED IN THE PRESENCE OF:

B. Bonachita
BERNADETH I. BONACHITA
Chief Administrative Officer
PSA RSSO XIII

Don T. Man-on
DON T. MAN-ON, CSMS, CSP
Operation Manager
Visa Security Services

Certified as to funds availability:

Hannah Elisheba Olivia O. Pitos
HANNAH ELISHEBA OLIVIA O. PITOS
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF AGUSAN DEL NORTE)
BUTUAN CITY -----) S. S.

BEFORE ME, a Notary Public, for and in the City of Butuan and Province of Agusan del Norte, this of DEC 28 2023, personally appeared the above-named persons with their Community Tax Certificates, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their free act and deed and in behalf of the offices they represent.

<u>NAME</u>	<u>CTC NO/ID</u>	<u>ISSUED ON</u>	<u>ISSUED AT</u>
ROSALINDA C. APURA, D.M	<u>Office ID</u>	<u>050776</u>	<u>PSA Manila</u>
MICHAEL V. DY	<u>SBS #</u>	<u>06-18936/2-6</u>	<u>CERU CUTI</u>

This instrument referred to Contract of Services consisting of seven (7) pages including this page wherein this acknowledgement is written, signed by the parties and their instrumental witnesses at the foot page at the left margin of each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this day of DEC 28 2023 at the City of Butuan, Province of Agusan del Norte, Philippines.

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Series of 2023



Cliff T. Dabalos
CLIFF T. DABALOS
NOTARY PUBLIC
Buluan City and Agusan del Norte
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
Roll No. 46810/ PTR No. 2345566 1/11/23
IBP LRN 02988 4/26/02 Metro Manila
MCLE Comp. No. VII 0013454
Office Address: Door 15, 2nd Flr. R.C. Intino Bldg. 2
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