

Standard Form Number: SF-GOOD-48
Revised on: May, 2004

Notice of Award

January 4, 2024

MR. LEONCIO B. SARIO JR
Proprietor
VIBRANT SECURITY SERVICES
Everlasting Street, El Refugio Village
Pangpang, Sorsogon City

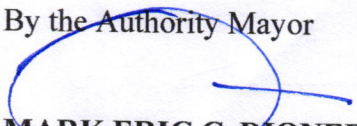
Dear Mr. Sario:

Based on the BAC Resolution recommending Award which was approved , we are pleased to inform you that the **Procurement of Security Services for the City Slaughter house** in the amount of **Five Hundred Thirty Three & 33/100 (P 533.33) Pesos per day** is hereby awarded to you.


Very truly yours,

MA. ESTER E. HAMOR
City Mayor

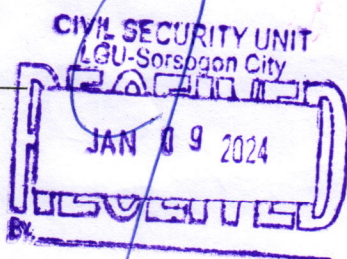
By the Authority Mayor


MARK ERIC C. DIONEDA
City Vice Mayor

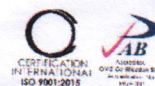
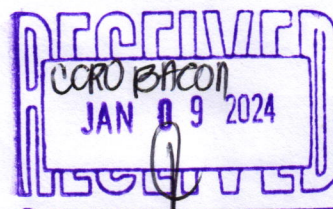
Conforme:


MR. LEONCIO B. SARIO JR
Proprietor
VIBRANT SECURITY SERVICES
Everlasting Street, El Refugio Village
Pangpang, Sorsogon City

Date: 1-9-24



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Date & Time: 1-9-24





CITY OF SORSOGON

Office of the City Mayor



Standard Form Number: SF-GOOD-56
Revised on: May 24, 2004

NOTICE TO PROCEED

January 5, 2024

MR. LEONCIO B. SARIO, JR.
Proprietor
VIBRANT SECURITY SERVICES
Everlasting Street, El Refugio Village
PangPang, Sorsogon City

Dear Mr. Sario,

The attached Contract Agreement having been approved, notice is hereby given to **VIBRANT SECURITY SERVICES** that delivery may commence on **PROCUREMENT OF SECURITY SERVICES FOR THE CITY SLAUGHTERHOUSE**, effective immediately.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below.

Very truly yours,

MA. ESTER E. HAMOR
City Mayor

I acknowledge receipt of this Notice on 1/5/24

Name of the Representative of the Bidder: LEONCIO B. SARIO JR.

Authorized Signature:

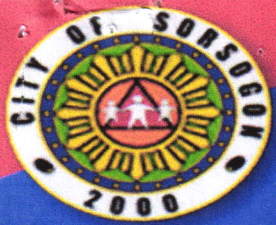
DRIVER LIC. E05-03-027633

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Contract Agreement 2024-01-004

THIS AGREEMENT is made this 5th day of January, 2024 with CITY GOVERNMENT OF SORSOGON (hereinafter called "the Entity") of the one part and VIBRANT SECURITY SERVICES of Everlasting Street, El Refugio Village, Pangpang, Sorsogon City (hereinafter called "the Agency") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., PROCUREMENT OF SECURITY SERVICES FOR THE SORSOGON CITY SLAUGHTERHOUSE and has accepted a Bid by the Supplier for the daily services in the sum to **Five Hundred Thirty Three & 33/100 (P 533.33)** per day (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, the City Government contemplates to engage the services of a private security services agency, for the purpose of preventing unauthorized persons from entering the premises, safeguarding and protecting the parameter, building, vehicles, machineries, equipment, supplies, materials and other properties and such other offices and facilities of the City Government as may be determined from time to time against theft, robbery, pilferage, sabotage and other unlawful acts including the protection of all personnel and its clients within the guarded premises.

WHEREAS, the AGENCY is engaged in the business of rendering private security services and is duly licensed in accordance with Republic Act No. 5487, as amended, and has offered to provide the City Government of Sorsogon with private security guards for the purpose above mentioned and the offer of the AGENCY has been accepted by the City Government of Sorsogon.

NOW THEREFORE, for and in consideration of the premises and of the terms, conditions and stipulations hereunder set forth, the parties hereto have agreed and do hereby agree as follows:

A. SCOPE OF WORK

- (a) The AGENCY shall render security services at the Sorsogon City Slaughter house or nay premise identified by the City Government of Sorsogon located in the City;
- (b) The AGENCY shall provide the City Government of Sorsogon with qualified, bonded, uniformed and armed security guards in a number as required by the City Government of Sorsogon from time to time;
- (c) The AGENCY shall equipped each detailed guards with uniform, licensed firearm, equipment and other paraphernalia for the exclusive use of the guards when actually on post as prescribed by pertinent laws and regulations;
- (d) The AGENCY shall provide well-groomed and mindful of proper hygiene security guards to be posted at e City Government premises;
- (e) The AGENCY shall ensure that all guard post are always manned during the time required and observed and that the agency shall maintain and make available the guard reliever or replacement when the need arises, such as, in the case of absence, but in case of shortage of reliever, the AGENCY shall have the option to extend the working hours of any guard or guards present at the premise to cover temporarily the post of the absent guard provided that in the event such extension, the total working hours of the guard shall not extend eight (8) hours for any single tour of duty;
- (f) The AGENCY shall be responsible for the compliance with RA 5487 as amended and shall be solely liable for any claim made by the guards assigned to the premises under the Labor Code of the Philippines, Social Security Law various Presidential Decrees on Allowances and Wage Orders, all their implementing Rules and Regulations which are presently existing or which may hereafter be promulgated by governing authorities.

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B. PERFORMANCE RESPONSIBILITIES

- (1) The AGENCY shall assign their guards post duties on rotation basis following their schemes to avoid familiarity and shall furnish the City Government a monthly report of incidences and observations affecting premise security and all related matters;
- (2) The AGENCY shall assume full responsibility for any loss, damage, personal injury or death due to theft, robbery, pilferage, trespass, misconduct or connivance of the guards and other unlawful acts which the City Government, its employees, patrons and any other persons may suffer during watch hours of detailed security guards, provided that it shall have been established after due investigation that said loss, damage, personal injury or death was principally due to the negligence or fault of the guards. The investigation shall be conducted by the committee constituted under B7 and shall be completed within forty eight (48) hours;
- (3) The AGENCY shall assume complete responsibility and liable for any loss, damage, or injury to the City Government properties, its employees, guest, third person and their properties which have been duly turned over and received by the AGENCY, or its authorized representative except in case of force majeure or fortuitous event or under following circumstances : in case where the loss or damage occurs inside a close office and /or building into which AGENCY or its agents have no access, the AGENCY shall not be liable except when it is shown that the door or any part of the building or office was forcibly opened and that such loss or damage is reported to the AGENCY within 24 hours from the discovery thereof. The AGENCY shall not be liable when the item(s) reported lost were small and can easily be hidden inside the pocket and where the City Government of Sorsogon had not expressly required and authorized the searching of all personnel and personnel vehicles and or any kind of visitors of the City Government of Sorsogon, who enter and leave the establishments and premises.
- (4) The AGENCY agrees to hold the City Government of Sorsogon, its officers, directors, stockholders and employees, free and harmless from any accident, damage claims or suits of whatever nature that maybe brought or filed by any of the City Government of Sorsogon's guest, customers, and members arising from the operation of the Agency's security services . In the event that the City Government of Sorsogon is held liable for any such accidents, loss or damage by court or administrative action or other proceedings, AGENCY shall reimburse the City Government of Sorsogon for such loss, claim or damage which the City may required to pay. This is in addition to such reasonable amount of attorney's fees and other cost and expenses incurred by the City Government in defending itself.

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(5) The AGENCY guards are not employees of the City Government of Sorsogon and as such the City Government of Sorsogon shall not be responsible for any claim for personal injury or damage including death caused to any of the guards or to any third party where such injury or death arises out of or sustained in the course of the performance of guard duties by said guards.

(6) The AGENCY shall faithfully serve the interest of the City Government of Sorsogon in rendering services and shall not, during the period of this agreement , or any time thereafter, use or disclose to any unauthorized person, person firm or entity any information, derogatory or otherwise, concerning the business affairs of the City Government of Sorsogon, or any other information which the members of the security force of the AGENCY may have acquired by reason of their assignment to the City Government of Sorsogon; Commission of dishonest acts perpetrated by AGENCY personnel directly against the City Government of Sorsogon, regardless of the value, same shall be a ground for outright contract termination, forfeiture of appropriate bond and exclusion from joining future bidding.

(7) In the event that the City Government , its employees and/or its guest suffers any loss or damage to the property or in the event that any of the City Government's employees, guests or any other persons legitimately within the City Government's premise suffer physical injury or death , the City Government of Sorsogon shall inform the AGENCY thereof

within forty eight (48) hours from the happening of the event. In case of loss or damage to property, the notice to the AGENCY shall include whenever possible, an enumeration of the items lost or damaged, together with the corresponding values. The City Government of Sorsogon shall have the right to withhold or suspend payments due to the agency or to automatically deduct from any amount due to the AGENCY that value of such loss or damage without prejudice to the City Governments right to seize the surety bond mentioned in paragraph 8 thereof, until the losses and/or damages suffered by the City Government shall have been fully compensated.

- (8) In the event of controversy or disagreement between the City Government of Sorsogon and the AGENCY regarding the liability for the loss, damage, physical injury or death referred to in the preceding paragraph hereof, the parties shall constitute a committee which shall be composed of three (3) members. The City Government and the Agency shall each appoint one (1) member who shall act as chairman. The decision of the committee shall be binding on the parties unless within a period of thirty (30) days from receipt of such decision. A party shall institute the proper legal proceeding relating to the dispute.
- (9) To guarantee faithful execution of the AGENCY obligation under this agreement and the proper performance of the duties by its security guards, the AGENCY agrees to provide security bond to be obtained from the security company acceptable to the client.

C. CONTRACT RATE & TERMS OF PAYMENTS

- (1) The City Government of Sorsogon agrees to pay the agency the daily rate for each guard assigned as required by the City Government in the rate **Five Hundred Thirty Three & 33/100 (P 533.33) Pesos Only**. The Cost distribution hereto attached and marked as Annex "A".
- (2) Payment for the services rendered shall be made by the City Government on a 15- day basis of services after statement of account was received by the City Government of Sorsogon.
- (3) The agency shall likewise pay their guards in cash at the rate stipulated at the Agreement between the City Government of Sorsogon and the Agency VIBRANT SECURITY SERVICES. Ammunition spent for legitimate warning shots and expenses for repair of AGENCY'S equipment due to fair wear and tear without the contributory fault or negligence of the guard shall be at the account of the AGENCY.

D. NUMBER AND QUALIFICATION OF GUARDS

- (1) The number of security guards the AGENCY shall post are as follows :

* Three (3) security guards rotating day and night Monday to Sunday

The number shall increase or decrease at the discretion of the City Government of Sorsogon when the exigency of the service so requires or when the situation so demands.

- (2) All security guards shall possess the qualification prescribed in Section No. 5 of RA No. 5487 and Presidential Decree No. 11 dated October 3, 1972 and 11-A respectively issued on January 1973 as well as the IRR issued by the Philippine National Police.

The AGENCY prior to posting of guards on duty shall submit to the City Government of Sorsogon the Biodata, NBI Clearance, Medical Record, PNP License and Behavioral Analysis Report (Neuro Psycho-Exam) for each guard who will be assigned to the City Government premise.

E. SUPERVISION AND ADMINISTRATION

- (1) The guards and the AGENCY are in no case employees of the City Government of Sorsogon. The City Government of Sorsogon shall not be responsible for any of the guards or any third party/person where such damage, injury or death arises of such guards. Neither shall the City Government of Sorsogon be liable or responsible for any claim of the security guards under labor laws and social legislation.

(2) Security guards shall be hired by the AGENCY itself and this contract shall not be deemed in any way to constitute a contract of employment between the City Government of Sorsogon and /or any of the security guards hired by the AGENCY but merely as a contract

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specifying the conditions under which the security guards of the AGENCY shall render services to the City Government of Sorsogon.

- (3) The discipline and administration of the guards shall conform to RA 5487 and its implementing rules . Upon loss of confidence and without liability whatsoever on the part of the City Government of Sorsogon, any f the guards provided by the AGENCY maybe changed immediately upon written request to that effect by the City Government of Sorsogon to the AGENCY
- (4) The City Government of Sorsogon shall have the right to assign a Security Officer as overall supervisor over AGENCY's security guards at any time in order to determine the quality and acceptability of the services being performed by the guards and to give policy instructions through designated AGENCY's representative on the proper safeguarding and protection of persons, places and things covered by this agreement.
- (5) For ready reference, the AGENCY shall provide the City Government copies of the unexpired license such as agency license, firearms license, individual security guard's license and any other related licenses as far as security agency is concerned.
- (6) The City Government of Sorsogon agrees to notify the AGENCY of any deficiency in the performance of the guard's duties. The AGENCY shall appropriate steps to correct the defects.

F. OTHER CONDITIONS

- (1) The terms and conditions herein set forth shall be deemed modified by the applicable provisions of any subsequent laws or decree, specifically with reference to an increase in the minimum wage and the grant of statutory occupational benefits to the workers by the Government Act.
- (2) In the event of a suit arising from this contract, the parties hereto agree that the venue of the action shall be in the court of Justice of Sorsogon City.

G. DURATION

- (1) This contract shall be effective for a period of one (1) year and may renewed for the same period upon mutual Agreement of the parties provided that the absence of formal renewal upon expiration of this contract, the same is deemed to remain in force on the same basis subject to termination upon thirty (30) days prior to written notice by one party to the other.
- (2) Notwithstanding the provisions of sub-paragraph 1 here of, the City Government may terminate the contract at its sole discretion upon thirty (30) days prior to written notice to the AGENCY.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by : MA. ESTER E. HAMOR City Mayor **CITY GOVERNMENT
OF SORSOGON**

By the Authority of the Mayor **MARK ERIC C. DIONEDA** City Vice Mayor **CITY GOVERNMENT
OF SORSOGON**

Signed, sealed, delivered by : LEONCIO B. SARIO JR. **VIBRANT SECURITY SERVICES
Agency**

ACKNOWLEDGEMNT

REUBLIC OF THE PHILIPPINES)
PROVINCE OF SORSOGON)
CITY OF SORSOGON)

Emy K. Oun
WITNESS

BEFORE ME this _____ day MAR 08 2024, 2024 in the City of Sorsogon, Province of Sorsogon, Philippines, personally appeared :

NAME TAX IDENTIFICATION NUMBER
MA. ESTER E. HAMOR 948-899-852

By the Authority of the Mayor
01/05/24
MARK ERIC C. DIONEDA
CITY VICE MAYOR

Known to me to be the same persons who executed the forgoing instrument and acknowledged to me that the same is free and voluntary act and deed of the entities which they represent respectively.

This instrument , is a CONTRACT consisting of two (2) page (exclusive of attachments) including page on which this acknowledgement is written and signed by the parties hereto on the left margin of each and every page thereof and their witness , and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, the year and place above written.

ATTY. SALVADOR JULIUS CAESAR B. DESTURA
NOTARY PUBLIC UNTIL DECEMBER 31, 2024 FOR SORSOGON
Roll No. 68914 PFR No. 690162- January 2, 2024
IBP No. 383065- December 31, 2023 (for 2024)
MCLE Compliance No. VH No. 0905590

Doc No. 3/6 ;
Page No. 05 ;
Book No. 11 ;
Series of 2024 ;

MA. ESTER E. HAMOR
CITY MAYOR

LEONCIO B. SARIO JR.
Agency