



Republic of the Philippines
CITY GOVERNMENT OF MUNTINLUPA
Bids and Awards Committee

NOTICE TO PROCEED

**JOINT VENTURE OF BEST SECURITY AGENCY, INC.
& BEST ARMS SECURITY**
Muntinlupa City


Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given to **JOINT VENTURE OF BEST SECURITY AGENCY, INC. & BEST ARMS SECURITY** that the **CONTRACT** of the City Government of Muntinlupa for the **Provision of Security Services for Various Schools in Muntinlupa City for (2023)**, shall commence effective **FIVE (5) DAYS** after acknowledging receipt hereof.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and Schedule of Delivery.


Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,


Hon. ROZZANO RUFINO B. BIAZON
City Mayor

I acknowledge receipt of this Notice on 2-28-23

Name of the Bidder or Representative ALVIN L. RIBOTTA

Authorized signature 

City Government of Muntinlupa, 2nd Floor, Main Building,
National Road, Barangay Putatan, Muntinlupa City



CONTRACT OF AGREEMENT

PROVISION OF SECURITY SERVICES FOR VARIOUS SCHOOLS IN MUNTINLUPA CITY (2023)

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is made and entered into by and between:

CITY GOVERNMENT OF MUNTINLUPA, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at the City Hall Building, National Road, Putatan, Muntinlupa City, represented in this act by its Mayor, Hon. **ROZZANO RUFINO B. BIAZON**, hereinafter referred to as the "**PRINCIPAL**";

- and -

Joint Venture of Best Security Agency, Inc. & Best Arms Security, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at National Road, Muntinlupa City, represented herein by its Authorized Representatives, Mr. **ROBERTO LANTING** for Best Security Agency Inc. and Mr. **ALVIN RIBERTA** for Best Arms Security Inc., hereinafter collectively referred to as the "**AGENCY**";

WITNESSETH:

WHEREAS, the **PRINCIPAL** is desirous of contracting security and protection services for the premises of the various schools in Muntinlupa City for 2023;

WHEREAS, in view of the expiration of its previous security and protection services contract, the **PRINCIPAL** has caused the procurement of said contract for the year 2023 through open and competitive bidding in accordance with the provisions of Republic Act No. 9184, or the Government Procurement Reform Act;

WHEREAS, in the public bidding that was conducted by the Bids and Awards Committee (BAC), the bid proposal of the **AGENCY** was found to be the Lowest Calculated and Responsive Bid (LCRB), for which a Notice of Award has been issued by the City Mayor;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows;

I. CONTRACT PERIOD

This Contract shall be effective for **1(One) Year**.

II. AREA OF RESPONSIBILITY

The **AGENCY** shall provide Security Services in the Area of Responsibility (AOR), more specifically: the Various Schools in Muntinlupa City.

III. FUNCTIONS AND DUTIES OF SECURITY GUARDS

The **AGENCY**, through the security guards deployed in the AOR, shall have the following responsibilities, functions and duties:

1. Secure, protect, and guard the **PRINCIPAL**'s properties within the AOR from theft, robbery, arson, other forms of destruction and damage and other related crimes punishable by law;
2. Secure, protect, and guard the **PRINCIPAL**'s officials, employees, and visitors from assault, harassment, threat and intimidation within the AOR and its immediate surroundings;
3. Maintain peace and order within the AOR and its immediate surroundings;
4. Comply with the **PRINCIPAL**'s rules and regulations relative to the maintenance of security and safety;

5. Upon order or notice of the **PRINCIPAL**, reinforce or provide additional security force to the AOR in cases of emergency or whenever circumstances warrant an increase in the number of security personnel deployed; and,
6. Prevent vandalism in the form of graffiti, paintings, stickers, etc. on the AOR, particularly on fences and walls of structures, and failing to prevent the same, cause their removal at its own expense, with or without notice from the **PRINCIPAL**.

IV. GUARD FORCE

The **AGENCY** shall deploy One Hundred (100) Security Guards to cover 24-hour security, seven (7) days a week, under twelve (12) hour-duty shifts, based on a Schedule of Deployment to be prepared by the **AGENCY**; provided, that the **PRINCIPAL** reserves the right to amend said Schedule of Deployment whenever deemed necessary without violating this Contract; and, provided, further, that the number of contracted guards may be increased or decreased any time upon the written instruction of the **PRINCIPAL**.

V. QUALIFICATIONS OF SECURITY GUARDS

The **AGENCY** shall designate a Security Officer who shall be in charge of the security force at the AOR and shall be directly responsible for the supervision and control of the security guards to be deployed, who must possess the following minimum qualifications:

1. Must be a high school graduate and with at least two (2) years of college education;
2. Of good moral character and reputation; must be courteous, alert, and without any criminal or police record;
3. Physically fit;
4. Between twenty-one (21) to forty-five (45) years of age, and at least five (5) feet and four (4) inches in height for males and five (5) feet and two (2) inches in height for females;
5. Must have passed neuro-psychiatric and/or psychological examination and standard drug testing;
6. Must be duly licensed, properly screened, and cleared by the Security Agencies and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) and the National Bureau of Investigation (NBI);
7. Preferably with First Aid Training; and,
8. Such other qualifications as the **PRINCIPAL** may deem necessary in the course of the implementation of this Contract.

VI. PRESCRIBED ATTIRE AND EQUIPMENT OF SECURITY GUARDS

The security guards to be deployed at the AOR by the **AGENCY** must be in proper uniform at all times while on duty, complete with the following paraphernalia: standard police belt, holster, handcuff, tear gas can, first-aid kit, batons or truncheons, whistle, torch/flashlight, rain coats and rain boots. The **AGENCY** shall likewise provide the security guards to be deployed at the AOR with a licensed firearm with ammunition, nightstick, two-way radio, and office supplies such as log book, tickler, and ballpen.

VII. CONSIDERATION

For purposes of billing for services rendered under this Contract, the **PRINCIPAL** shall pay the **AGENCY** the amount of **FOUR MILLION FIVE HUNDRED SIXTY NINE THOUSAND SIX HUNDRED ONE PESOS AND (80/100) (Php4,569,601.80) PER MONTH** or a total of **FIFTY FOUR MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED TWENTY ONE PESOS and 55/100 (Php54,835,221.55) ANNUAL RATE (1 LOT)**, for twelve (12)-hour work daily, seven (7) days a week, which amount shall be inclusive of all charges, including taxes to be paid to the Government.

VIII. MANNER OF PAYMENT

The **AGENCY** shall bill the **PRINCIPAL** twice a month, preferably every 15th and 30th day of every month for services actually rendered by the security guards. For this purpose, the **AGENCY** shall submit the payroll records of the guards with their names, hours of work rendered and certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith gives the **PRINCIPAL** the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute a breach of the Contract and a ground for termination thereof.

event which under Philippines law is defined as force majeure and/or fortuitous event.

7. Except upon prior written approval of the **PRINCIPAL**, no security guard shall render overtime, or two (2) successive tours of duty in one day, nor shall each security guard's scheduled tour of duty overlap with that of another. Otherwise, the **PRINCIPAL** shall have no obligation to pay the **AGENCY** for the overtime rendered.

XI. REPLACEMENT OF SECURITY GUARDS

The **PRINCIPAL** shall have the exclusive right to have the security guards assigned at the AOR changed or replaced, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interests of the **PRINCIPAL**. The latter's decision on the matter shall be final and binding. Failure on the part of the **AGENCY** to take appropriate action on the request for replacement of security guards by the **PRINCIPAL** with forty-eight (48) hours from receipt of formal advice from the shall be considered a just cause for the termination of this Contract.

XII. PERFORMANCE SECURITY

To guarantee the faithful performance by the **AGENCY** of its responsibilities and obligations under this Contract, including answering for loss and/or damage suffered by the **PRINCIPAL** or such other liabilities that the **AGENCY** may have incurred arising from unsatisfactory performance or non-performance under the Contract, the **AGENCY** shall post a performance security in favor of the **PRINCIPAL** in the amount of Pesos: _____, which is equal to:

- a) Thirty Percent (30%) of the Contract Price for 1 (One) Year, in the form of Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security;
- b) Five percent (5%) of the Contract Price for 1 (One) Year, in the form of bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; or
- c) Five percent (5%) of the Contract Price for 1 (One) Year, in the form of cash, cashier's/manager's check issued by a Universal or Commercial Bank.

XIII. EFFECTIVITY

This Contract shall be effective throughout the duration of the contract period, unless sooner terminated in accordance with the provisions of paragraph XV. However, it may be extended or renewed monthly by the **PRINCIPAL** as the exigency of the service may require or until a new contract shall have been awarded for the succeeding year, subject to the mutual agreement of both Parties.

XIV. LIQUIDATED DAMAGES

The **PRINCIPAL** shall, without prejudice to other remedies under this Contract and under applicable law, deduct from the Contract Price, as liquidated damages, a sum equal to one-tenth of one percent (1/10 or 1%) of the Contract Price for each week or part thereof of delay in the performance of the **AGENCY**'s obligations and up to a maximum deduction of fifteen percent (15%). Once the maximum is reached, the **PRINCIPAL** may consider the termination of the Contract pursuant to paragraph XV.

XV. TERMINATION

Either Party may terminate this Contract for breach of any provision hereof and for other legal causes by written notice given to the other party at least three (3) months before the intended date of termination.

XVI. DISPUTE RESOLUTION

Any dispute or controversy between the Parties in connection with or arising from this Contract shall, as far as practicable, be settled amicably by the Parties.

During the pendency of any such dispute, the **AGENCY** shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by the **PRINCIPAL**.

It is understood that a portion of the amount to be paid to the **AGENCY** represents the salaries of the security guards deployed in the AOR and shall be received by the **AGENCY** only in trust for the said security guards.

The **AGENCY** shall be entitled to request for a corresponding adjustment of the stipulated consideration herein in the event that the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to law, executive order, decree, or wage order, subsequent to the execution of this Contract; provided the **AGENCY** presents proof thereof, which proof shall be certified by the Philippines Association of Detective and Protective Agency Operators, Inc. (PADPAO) through its "Committee on PADPAO Rate Computation".

IX. SUPERVISION AND CONTROL

The **AGENCY** shall exercise and provide direct supervision, control, and administration over the security guards to be deployed in the AOR in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by the **PRINCIPAL**.

X. OBLIGATIONS OF THE PARTIES

The Parties hereto hereby agree to assume and be guided by the following principles under this Contract:

1. The **AGENCY** is neither an agent nor an employee of the **PRINCIPAL**, and the security guards to be deployed by the **AGENCY** in the AOR are not in any manner to be considered as employees of the **PRINCIPAL**. Accordingly, the **PRINCIPAL** shall not be responsible for any and all claims for personal injury or death, or damage to, or loss of properties, caused to any security guard or to any third party by such security guard.
2. The **AGENCY** shall ensure that the security guards to be deployed in the AOR are fully covered by medical and All-Risk Insurance at the **AGENCY's** own cost.
3. No employer-employee relationship shall exist between the **PRINCIPAL** and the **AGENCY** and the **PRINCIPAL** and the security guards to be deployed by the **AGENCY** in the AOR. Accordingly, the **AGENCY** alone is responsible for compliance with laws, rules and regulations governing the employer-employee relationship, such as payment of employees' wages, benefits, and other remuneration, and all other consequences of such relationship. The **AGENCY** shall submit to the **PRINCIPAL** true copies of payrolls and other proof of payment of wages and monetary benefits satisfactory to COA rules. The **AGENCY** undertakes to so comply on a monthly basis and non-compliance therewith shall be a ground for the disallowance of the payment of the bill for said period without need of notice.
4. The **AGENCY** shall be responsible for any loss of, or damage to, any of the **PRINCIPAL's** property within its AOR occurring or taking place during the tour of duty of the security guards of the **AGENCY**, provided it is made known in writing to the **AGENCY** within forty-eight (48) hours from the time of discovery of the loss or damage; and provided, further, that such loss or damage is not attributable to the **PRINCIPAL**; unless, the **AGENCY** is able to prove in a joint investigation conducted by representatives of the **AGENCY** and the **PRINCIPAL** that there was no fault or negligence on the part of the **AGENCY's** security guards.
5. The **PRINCIPAL** shall neither deduct its claim for loss and/or damage above from the payments to be made to the **AGENCY** for security guard services, nor withhold payment to the **AGENCY** without prior notice, except for non-compliance with the **AGENCY'S** obligations, as provided in paragraph VIII.
6. The **AGENCY** shall not be liable for loss and/or damage due to fortuitous events or force majeure beyond the control of the security guards to prevent despite the exercise of due diligence; provided that the same is reported to the **PRINCIPAL** within twenty-four (24) hours from occurrence thereof so that the **PRINCIPAL** can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following: acts of war or the public enemy whether war be declared or not; public disorders, insurrection, rebellion, sabotage or violent demonstrations; fires, earthquakes, volcanic eruption or other destructive natural calamities; and, any other

Should the **PRINCIPAL** be constrained to resort to court action to enforce or safeguard its rights and interest under the Contract, the **AGENCY** shall be liable to the **PRINCIPAL** for attorney's fees in an amount equal to twenty percent (20%) of the total sum claimed in the Complaint, but in no case less than P50,000.00, whichever is higher, exclusive of damages and the expenses of litigation. Any and all disputes arising out of this contract shall be filed by the Parties in the proper court of Muntinlupa City, Metro Manila, to the exclusion of all other courts, bodies and tribunals.

XVII. AMENDMENTS

Except as expressly provided in the 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.

XVIII. AGENCY WARRANTY

The **AGENCY** warrants that it has not given or promised to give money, gift, or any material favor/consideration to any officer or employee of the **PRINCIPAL** in consideration of or to secure this Contract and that any violation of this warranty shall be sufficient ground for the **PRINCIPAL** to revoke or cancel the same with or without need of judicial action, by giving written notice to the **AGENCY**.

IN WITNESS WHEREOF, the Parties hereto and their principal witnesses hereby set their hands on this document on the ___ day of _____, 2023 at Muntinlupa City.
FEB 27 2023

CITY GOVERNMENT OF MUNTINLUPA

Joint Venture of Best Security Agency, Inc. & Best Arms Security Agency

Principal

By:

Hon. ROZZANO RUFINO B. BIAZON
City Mayor

By:

ALVIN L. RIBERTA
Authorized Representative

Signed in the Presence of:

MENE MAGANDA

Belinda Pleasie Macagza

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MUNTINLUPA) S.S.

BEFORE ME, a Notary Public for and in Muntinlupa City, this ___ day of FEB 27 2023, personally appeared:

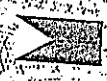
Name	GOVERNMENT ISSUED ID NO	Valid Until
Hon. ROZZANO RUFINO B. BIAZON	Driver's License NO3-86-030998	
<u>Alvin L. Riberta</u>	<u>Driver's License NO3-07-009067</u>	

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own voluntary act and deed.

WITNESS MY HAND AND SEAL.

Doc. No. 500;
Page No. 101;
Book No. XX;
Series of 2023.

CAMILLE F. CAMPOS
Notary Public for Muntinlupa City
Commission No. 22-009; Valid Until 31 December 2023
Roll of Attorney No. 51895
PTR No. 4361498; 03 January 2023; Muntinlupa City
IBP No. 260902; 05 January 2023; PPLM



REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF TRANSPORTATION
 LAND TRANSPORTATION OFFICE



DRIVER'S LICENSE



Last Name, First Name, Middle Name
RIBERTA, ALVIN LORISTO

Nationality: Sex: Date of Birth: Weight (kg): Height(m)
 PHL M 1979/03/06 83 1.70

Address
**610 CONSULAR RD SOUTH SIDE, TAGIG, NCR
 FOURTH DISTRICT, NATIONAL CAPITAL REGION**

License No.: Expiration Date: Agency Code
N03-07-009067 2032/03/06 N50

Blood Type: Eyes Color
 O+ BLACK

DL Codes: Conditions
 A, A1, B, B1, B2

Signature of Licensee

[Signature]
 EDGAR C. GALVANTE
 Assistant Secretary

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]