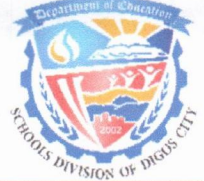




Republic of the Philippines  
**Department of Education**  
Region XI  
**SCHOOLS DIVISION OF DIGOS CITY**  
Digos City



## NOTICE TO PROCEED

JANUARY 1, 2024

**OLIVER B. DERECHO, CSMS**

Authorized Representative

PhilGuard Security Services Incorporated

2/F-B, QFCI Bldg, Lot 22, Blk 3, Phase 7, Ecoland Subd., Matina

Davao City

Dear Mr. Derecho:

The undersigned wishes to inform you that the Contract Agreement for ***“Project No. 23-010-119: PROCUREMENT OF SECURITY SERVICES FOR DEPED – SCHOOLS DIVISION OF DIGOS CITY FOR CY 2024 at Digos City, with the contract price of Nine Hundred Thirty-Nine Thousand Eight Hundred Nineteen and 53/100 (PhP 939,819.53),*** has been approved.

You are now hereby notified to commence execution of services within seven (7) calendar days from the issuance of this notice and shall complete all of the services in accordance with the terms and conditions as reflected in the Contract.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Kindly return the original copies in two (2) to the BAC Secretariat of this Division.

Very truly yours,

  
**MELANIE P. ESTACIO, PhD, CESO VI**  
Schools Division Superintendent  
Head of Procuring Entity (HOPE)

Receipt of NTP is hereby acknowledged:

By:

  
**OLIVER B. DERECHO, CSMS**  
(Contractor's Signature over Printed Name)

Date: JAN 01 2024





Republic of the Philippines  
Department of Education  
REGION XI  
SCHOOLS DIVISION OF DIGOS CITY

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

Department of Education, Digos City Division, an Office duly organized and existing in accordance with the laws of the Republic of the Philippines with office address at Corner Roxas and Lopez Jaena Sts., Digos City and represented herein by its Schools Division Superintendent, **MELANIE P. ESTACIO, PhD, CESO VI** herein referred to as “**PROCURING ENTITY**”.

-and-

PhilGuard Security Services, Incorporated, a Security Agency duly recognized and existing under and by virtue of the laws of the Republic of the Philippines, with the office address at 2/F-B, QFCI Bldg, Lot 22, Blk 3, Phase 7, Ecoland Subd., Matina, Davao City and represented herein by its General Manager, **OLIVER B. DERCHO, CSMS** hereinafter referred to as the “**AGENCY**”.

WITNESSETH:

**WHEREAS**, the **PROCURING ENTITY** is desirous of securing its premises and properties from pilferage, robbery, burglary, and other similar acts as well as protecting its officials, staff, visitors and guests from assault, harassment, threat or intimidation and other similar acts.

**WHEREAS**, the **AGENCY**, which has represented itself to be licensed security agency with substantial capital and complete facilities, has offered its services to the **PROCURING ENTITY** in order to provide the above-mentioned security and protection required by the **PROCURING ENTITY**.

**NOW THEREFORE**, for an in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties do hereby agree and stipulate as follows:

ARTICLE 1

SCOPE OF SERVICES

1.1 The **AGENCY** hereby agrees that it shall continually and satisfactorily render and provide the **PROCURING ENTITY** with four (4) Guards who will render security duty on the following Schedule and Cost:

| Period Covered                       | No. of Guards | Guard Schedule of Duty           | Location | Contract Price                                               |
|--------------------------------------|---------------|----------------------------------|----------|--------------------------------------------------------------|
| January 1, 2024 to December 31, 2024 | 4             | 12:00 AM – 8:00 AM One (1) Guard | SDO      | Nine Hundred Thirty-Nine Thousand Eight Hundred Nineteen and |
|                                      |               | 8:00 AM – 4:00 PM One (1) Guard  | SDO      |                                                              |
|                                      |               | 4:00 PM – 12:00 AM One (1) Guard | SDO      |                                                              |



Roxas Street cor. Lopez Jaena Street, Zone II, Digos City 8002

553-8396/553-8376/553-9170/553-8375 553-8396/553-8376



[www.depeddigoscity.org](http://www.depeddigoscity.org)

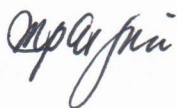


[digos.city@deped.gov.ph](mailto:digos.city@deped.gov.ph)

*[Handwritten signature]*

|  |  |                                  |     |                          |
|--|--|----------------------------------|-----|--------------------------|
|  |  | 12:00 MN – 8:00 AM One (1) Guard | COA | 53/100 (PhP 939,819.53). |
|--|--|----------------------------------|-----|--------------------------|

- 1.2 Within the entire duration of this Contract, the **AGENCY** shall assign, designate, and maintain at all times sufficient number of security guards and implement, to ensure the continuous and uninterrupted operations of the **PROCURING ENTITY**, sufficient trainings of security, protection and safety procedures, courtesy and respect, punctuality and efficiency, and conduct proper and effective orientation on gender rules and the basic VAWC Law, in order to ensure quality services;
- 1.3 The **AGENCY** shall ensure that the persons assigned to the **PROCURING ENTITY** are qualified, possessing the necessary skills, experience, knowledge and appropriate moral and ethical integrity to perform satisfactorily the security services. If found wanting, the **PROCURING ENTITY** may ask for replacement from the **AGENCY** anytime within the duration of the Contract;
- 1.4 It shall be understood that the **AGENCY** shall have full and complete control and supervision as the employer of its personnel guard assigned to the **PROCURING ENTITY**. The personnel guard assigned by the **AGENCY** to do the Security Services to the **PROCURING ENTITY** shall observe the requisite work standards and discipline of the job. The **AGENCY** will provide at its exclusive expense and account all the equipment, tools, machineries, instruments, appurtenances, supplies and supervision needed, necessary or required for the performance and completion of the Security Services. For purposes of monitoring and identification, the **AGENCY** agrees to provide, at its own expense, uniforms and identification cards to be worn at all times by its personnel or employees who are rendering the Security Services;
- 1.5 The **AGENCY** recognizes the position of trust and confidence reposed upon it by the **PROCURING ENTITY** and agrees to perform its obligations hereunder in the most efficient and competent manner, to use its skill and good judgment, to always act in good faith, and to carry on the execution of the Security Services in the most expeditious and economical manner consistent with the interest of the **PROCURING ENTITY**.
- 1.6 The **AGENCY** shall supervise, control, and maintain efficient and effective discipline over any personnel guard or person engaged pursuant to this Agreement. The **AGENCY** guarantees and assures the **PROCURING ENTITY** that all personnel guard or persons engaged by **AGENCY** to perform the Security Services shall comply and abide the security rules and regulations of the **PROCURING ENTITY** while within the office premises. The **PROCURING ENTITY** or any of its authorized representatives shall report to the **AGENCY** any untoward act, wrongdoing, negligence, misconduct, or malfeasance of the personnel guard or person assigned to perform the Security Services and the former shall institute immediate measures and action;
- 1.7 The terms and conditions of employment of **AGENCY**'s employees, who are assigned to render the Security Services, are the exclusive concerns of the **AGENCY**. The **AGENCY** as the employer of the personnel assigned to the **PROCURING ENTITY** shall ensure that all their salaries and benefits are paid and given and that all labor standards and related laws are complied with. The **PROCURING ENTITY** will require the **AGENCY** to furnish copies of employment contract by and between its assigned security personnel covered by This Contract including copies of their monthly payroll.
- 1.8 The **AGENCY** shall only issue licensed handgun or shotgun and will never issue high power weapons to all its assigned security guard or person in the **PROCURING ENTITY**'s premises. The **AGENCY**'s assigned guard shall always inform the **PROCURING ENTITY** of the assigned security and safety monitoring personnel on any crime incidents within the office premises, and if necessary by the responsible person to ensure police blotter.
- 1.9 The **AGENCY** shall assume damages for loss of property, injuries due to security negligence and non-performance of required security obligations. The **AGENCY** shall ensure that their legal authority as Private Security Agency granted by the PNP be deemed always valid.



## ARTICE II

### Term

2.1 The Contract shall take effect on **January 1, 2024** and will automatically expire on **December 31, 2024** unless otherwise pre-terminated or cancelled for lawful cause by either party upon 30 days written notice. This Contract shall strictly be between the **PROCURING ENTITY** and the **AGENCY**.

2.2 However, the **PROCURING ENTITY** may pre-terminate this Agreement on any of the following grounds:

2.2.1 Any grave untoward act, misconduct, malfeasance, nonfeasance or negligence of **AGENCY's** assigned security guard committed in the **PROCURING ENTITY's** premises or its personnel and clients;

2.2.2 Unsatisfactory performance of the security services;

2.2.3 Failure on the part of the **AGENCY** to meet the required work for twelve (12) months;

2.2.4 Commission of acts by **AGENCY** and/or its employees, endangering the interest and security of the **PROCURING ENTITY**;

2.3 Violation of any provision of the Agreement is a ground for termination provided a written notice is served thirty (30) days prior to intended date of termination.

## ARTICLE III

### Consideration

3.1 As consideration for the complete and satisfactory performance of the **AGENCY** for the Security Services and for performing its obligations in accordance with this contract to the satisfaction of the **PROCURING ENTITY**, the **PROCURING ENTITY** shall pay the **AGENCY** based on the schedule of payment attached as Annex A, which shall form part of this Agreement, but in no case, shall exceed the amount stated in Article 1.1 of this Contract.

3.2 Any increase in wages and/or benefits as may be mandated by law, wage order or other legal issuances shall be subject to negotiation and approval of the DBM XI, and such changes, if any, shall be an addendum to this Contract.

3.3 All billings to the **PROCURING ENTITY** must be submitted by the **AGENCY** every 15<sup>th</sup> and 30<sup>th</sup> day of each month and shall be accompanied by documents outlining actual work performed.

## ARTICLE IV

### Non-Disclosure Agreement

4.1 The **AGENCY**, its agents and assigned employees, shall treat as confidential and properly safeguard, during and after the termination of this Contract, any and all information, documents, papers, programs, plans, ideas, trade secrets, and other information which may affect the interest of the **PROCURING ENTITY** or any of its services to which the **AGENCY**, its agents and assigned employees or persons engaged by it, may have acquired intentionally by whatever means or which may have been disclosed to them by the **PROCURING ENTITY** in the course of the performance of this Contract.

## ARTICLE V

### WARRANTS AND UNDERTAKINGS

5.1 The **AGENCY** affirms and confirms that it is an independent contractor and that no employer-employee relationship exists between the **PROCURING ENTITY** and the **AGENCY**, or any form of partnership is established.

5.2 Any personnel or person deployed by the **AGENCY** covered by this Contract shall in no way become an employee of the **PROCURING ENTITY**.

5.3 The **AGENCY** warrants and undertakes:

5.3.1 It has enrolled in the Registry of Agencies and Sub-agencies of the Regional Office of the Department of Labor and Employment XI.

5.3.2 It has secured all necessary licenses for it to engage in Private Security Contract.

5.4 The **AGENCY** warrants that the **PROCURING ENTITY** shall be rendered free from any liability and obligations on any concealed activity of its assigned employee guard.

5.5 Any disputes that may arise from the Contract shall be resolved first through Alternative Dispute Resolution Act of 2004, and, in the event that it goes to court, it must be filed in Digos City.

5.6. The **AGENCY** shall assume the cost of the notarization of the Contract.

**IN WITNESS WHEREOF**, we have hereunto affixed our signature this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Digos City, Davao del Sur, Philippines.

DEPARTMENT OF EDUCATION  
DIGOS CITY DIVISION

PHILGUARD SECURITY SERVICES, INC.  
Ecoland, Davao City

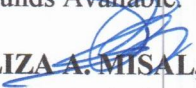
By:

By:

  
**MELANIE P. ESTACIO, PhD, CESO VI**  
Schools Division Superintendent

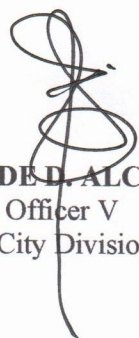
  
**OLIVER B. DERECHO**  
Authorized Representative

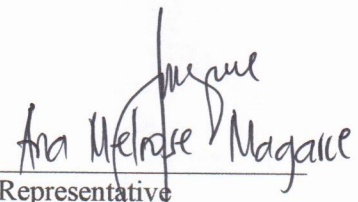
~~Funds Available:~~

  
**NORELIZA A. MISAL, CPA**  
Accountant

Amount: 939,819.53  
Account No. 2033-9013-32  
Bank Name: LBP-DIGOS

Signed in the Presence of:

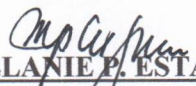
  
**FRANCIS JUDE D. ALCOMENDRAS**  
Administrative Officer V  
DepEd, Digos City Division

  
Representative  
PhilGuard Security

REPUBLIC OF THE PHILIPPINES  
PROVINCE OF DAVAO DEL SUR

ACKNOWLEDGEMENT

At the abovementioned place this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me:

  
**MELANIE P. ESTACIO**  
Schools Division Superintendent

Res. Cert. No. \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at: \_\_\_\_\_

  
**OLIVER B. DERECHO**  
Representative

Res. Cert. No. \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at: \_\_\_\_\_

Known to me to be the same persons who executed the foregoing instrument and who acknowledge to me that the same is their free and voluntary act and deed and that of the offices they respectively represent.

The foregoing instrument is an Owner-Contractor Contract consisting of Five (5) pages including this page on which this Acknowledgement is written and signed by the parties hereto and their instrument witnesses on the left margin of each of every page hereto.

WITNESS MY HAND AND SEAL on the place and date first above written.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

ACKNOWLEDGMENT

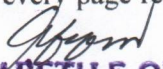
REPUBLIC OF THE PHILIPPINES)  
CITY OF DAVAO) ss:  
x=====x

BEFORE ME, in the City of Davao, Philippines, this DEC 29 2023 day of \_\_\_\_\_ personally appeared OLIVER B. DERECHO with SSS - 09-32652364 issued at Davao City, known to me and to me known to be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of five (5) pages, including this page where the acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page refers to a **OWNER-CONTRACTOR**.

WITNESS MY HAND AND SEAL.

  
Doc. No. 781 ;  
Page No. 78 ;  
Book No. ✓ ;  
Series of ms .

  
**ATTY. ELIZABETH F. QUITAIN-SAEVO**  
Serial No. 2023-002-2024 / Davao City  
Notary Public  
Until December 31, 2024, Davao City  
Office Address: 171 Inigo Street, Davao City  
PLDT Tel. No. (082) 227-4248  
TIN 930-204365-000  
Roll No. 56552  
PTR No. 7929251 C / 01-03-2023 / Davao City  
SP Lifetime No. 019377 (O.R. No. 031469) 03-05-18 / D.C.  
ACLE Compliance No. VII 0012677 / valid until 04-14-2025





Republic of the Philippines  
Department of Education  
REGION XI  
SCHOOLS DIVISION OF DIGOS CITY

Bids and Awards Committee

NOTICE OF AWARD

JANUARY 1, 2024

**OLIVER B. DERECHO, CSMS**

Authorized Representative

PhilGuard Security Services Incorporated

2/F-B, QFCI Bldg, Lot 22, Blk 3, Phase 7, Ecoland Subd., Matina

Davao City

Dear Mr. Derecho:

In accordance with the Bids and Awards Committee (BAC) Resolution to Award No. 194, s. 2023, as approved by the Head of the Procuring Entity (HOPE), we are pleased to confirm your award for **“Project No. 23-010-119: PROCUREMENT OF SECURITY SERVICES FOR DEPED – SCHOOLS DIVISION OF DIGOS CITY FOR CY 2024** at Digos City, with the contract price of **Nine Hundred Thirty-Nine Thousand Eight Hundred Nineteen and 53/100 (PhP 939,819.53).**

Kindly affix your signature on the space provided below to indicate your formal acceptance of this award.

For purposes of entering into contract with DepED, Division of Digos City, you are advised to submit within ten (10) days from receipt hereof the following:

- Contract signed by you and your instrumental witness

Failure to comply with the foregoing requirements within the prescribed time will be ground for cancellation of your Award.

Very truly yours,

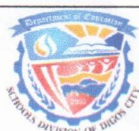
  
**MELANIE P. ESTACIO, PhD, CESO VI**  
Office of the Schools Division Superintendent  
Head of Procuring Entity

Award Accepted by:   
**OLIVER B. DERECHO, CSMS**

**PHILGUARD SECURITY SERVICES INC.**

(Contractor's Signature over Printed Name)

Date: JAN 01 2024



Address: Roxas Street cor. Lopez Jaena Street, Zone II, Digos City 8002

☎ 553-8396/553-8376/553-9170/553-8375 📠 553-8396/553-8376

🌐 [www.depeddigoscity.org](http://www.depeddigoscity.org) ✉ [digos.city@deped.gov.ph](mailto:digos.city@deped.gov.ph)



Republic of the Philippines  
**Department of Education**  
REGION XI  
**SCHOOLS DIVISION OF DIGOS CITY**

**Bids and Awards Committee**

**RESOLUTION NO. 194, s. 2023**

A RESOLUTION RECOMMENDING TO THE SCHOOLS DIVISION SUPERINTENDENT THE AWARD OF PURCHASE ORDER TO **PHILGUARD SECURITY SERVICES, INCORPORATED** FOR LOT 1 OF RFQ NO. 23-10-119 WITH PR NO. 23-10-119 – PROCUREMENT OF SECURITY SERVICES FOR DEPED – SCHOOLS DIVISION OF DIGOS CITY FOR CY 2024

WHEREAS, DepEd Digos City Division is in need of security services to guard its premises and facilities;

WHEREAS, on October 27, 2023 at 9:37 AM, the Bids and Awards Committee opened two (2) quotations for RFQ No. 23-10-119 where the PhilGuard Security Services quoted lower than ACD Investigation and Security Agency;

WHEREAS, on November 7, 2023, the Technical Working Group (TWG) conducted Post-Qualification Evaluation of the lowest calculated bidder, Philguard Security Services, Inc. and after thorough evaluation of the documents submitted, the TWG found the bidder compliant and recommended the award of contract;

NOW THEREFORE, We, the Members of the Bids and Awards Committee, RESOLVE, as it is hereby RESOLVED, to recommend to the Schools Division Superintendent the award of purchase order to **PHILGUARD SECURITY SERVICES, INCORPORATED** for Lot 1 of RFQ no. 23-10-119 with PR no. 23-10-119 – PROCUREMENT OF SECURITY SERVICES FOR DEPED – SCHOOLS DIVISION OF DIGOS CITY FOR CY 2024;

RESOLVED at DepEd Digos City Division, Corner Roxas and Lopez Jaena Sts., Digos City, this 15<sup>th</sup> day of November 2023.

We hereby certify to the correctness of the above Resolution.

**CHERRIE ANNE B. BOHOL**  
Provisional Member

**IDA I. JUEZAN on OB**  
Member

**CHERRY ROSSETTE E. OLIVA**  
Member

**JESSICA G. LUCERO**  
Member

**CLARENCE S. PILLERIN**  
Vice-Chairperson

**BEVERLY S. DAUGDAUG, EdD**  
Chairperson

