



Republic of the Philippines  
Department of Environment and Natural Resources  
**PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES**  
Tiniwisan, Butuan City

## **SERVICE CONTRACT AGREEMENT**

**No. 01, Series of 2023**

### **KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into by and between:

**DENR, PENRO AGUSAN DEL NORTE**, a government entity organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at Brgy. Tiniwisan, Butuan City, Philippines represented herein by **PENRO ACHILLES ANTHONY C. EBRON**, in his capacity as PENR Officer of DENR, Agusan del Norte herein after referred to as the "**PROCURING ENTITY**";

-and-

**SHERLOCK SECURITY AGENCY**, a sole proprietorship duly organized and existing under and by virtue of the laws of the Philippines, with address at 2<sup>ND</sup> Floor, Eduhome Bldg., A.D. Curato St., Butuan City, represented herein by **MR. RICKY C. TABASA**, its Proprietor/Manager, hereinafter referred to as the "**SERVICE PROVIDER**".

**WHEREAS**, the **PROCURING ENTITY**, is desirous in engaging the services of a security agency for the purpose of safeguarding and protecting the properties and installations of the **PROCURING ENTITY** against theft, robbery, pilferage, arson, vandalism and other unlawful acts of strangers, employees and other persons within the premises and office building of **PENRO**, Agusan del Norte located at Brgy. Tiniwisan, Butuan City, **CENRO-Nasipit**, Agusan del Norte at Brgy. Talisay, **NAsipit ADN** and **CENRO Tubay Agusan del Norte** located at Brgy. Doña Rosario, Tubay, Agusan del Norte;

**WHEREAS**, the **SERVICE PROVIDER** assured the **PROCURING ENTITY** that it is duly licensed and authorized by laws and regulations, both local and national, to engage in security and protective services within the Philippines and that it has the necessary trained security guards, expertise and equipment to provide such services strictly in accordance with the requirements and expectations of the **PROCURING ENTITY**;

**WHEREAS**, on the basis of such representation, the **PROCURING ENTITY** is hereby agreeable to accept and engage the services of the **SERVICE PROVIDER**;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the mutual terms, conditions and stipulations hereinafter set forth, the parties hereto have agreed and covenanted, as they hereby agree and covenant as follows:

#### **A. RESPONSIBILITY OF THE SERVICE PROVIDER**

1. **GUARDING SYSTEM** – as required by the **PROCURING ENTITY**, the **SERVICE PROVIDER** will provide **two (2) security guards** to guard the **PENRO Office** and its premises located at Brgy. Tiniwisan, Butuan City; **two (2) security guards** to guard **CENRO Tubay office buildings** and its premises located at Brgy. Dona Rosario, Tubay, Agusan del Norte and **two (2) security guards** to guard **CENRO Nasipit office buildings** and its premises for a twelve (12) hours duty per guard including Saturdays, Sundays and Holidays.

2. **UNIFORM AND EQUIPMENT** - the **SERVICE PROVIDER** shall at all times provide the guards assigned at the **PROCURING ENTITY** with neat, complete and identical uniform including serviceable firearms, ammunitions, night stick and such other paraphernalia and security aids as maybe necessary and called under existing rules and regulations.
3. **GUARD APPEARANCE AND CONDUCT** - the **SERVICE PROVIDER** shall ensure that the guards are neat, clean, well-shaven with proper haircut and shall conduct himself in a military manner, avoiding fraternization with anyone and shall adopt at all times the standard General Orders for interior guard only.
4. **QUALIFICATION OF GUARDS** – the **SERVICE PROVIDER** hereby agrees that all security guards and/or personnel to be assigned to the premises of the **PROCURING ENTITY** must be not more than 50 years of age, duly licensed as a security guard and must have complied with all requirements and regulations prescribed by laws and decrees as well as executive orders relative to security guards and security agencies as well as the rules and regulations prescribed by the Chief of the PNP, and local ordinance.
5. **SECURITY SURVEY** – in addition to the duties and responsibilities of safeguarding and protecting the **PROCURING ENTITY** properties and personnel working thereat, the **SERVICE PROVIDER** shall conduct an advance security survey of the **PROCURING ENTITY** premises and shall periodically make similar surveys in the future without any additional service charge or fees and recommend to the **PROCURING ENTITY** measures that would be necessary in safeguarding the **PROCURING ENTITY** premises, personnel and properties.
6. **COMPENSATION** – for and in consideration of the services to be rendered by the **SERVICE PROVIDER** to the **PROCURING ENTITY**, the latter agrees to pay directly to the **SERVICE PROVIDER** a monthly rate of **TWENTY THOUSAND EIGHT HUNDRED FIFTY THREE PESOS & 88/100 CENTAVOS ONLY P20,853.88**) per guard.

This service fee shall be fixed and shall be adjusted during contract implementation, except for the:

1. Increase in minimum daily wage pursuant to law or new wage order
2. Increase in taxes; and
3. Resulting cost of the need for an increase or decrease in the number of security guards.

The party intending to increase/decrease the monthly service fee shall give to the other party at least 15 days prior written notice;

7. **GUIDELINES AND POLICIES** - the **PROCURING ENTITY** shall furnish the **SERVICE PROVIDER** from time to time copies of guidelines and general policies in addition to the security needs and responsible for faithful performance and implementation of said guidelines, policies, rules and regulations, including the manners, details or methods of implementing the same. The **SERVICE PROVIDER** shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria to be applied shall include quality of service delivered, time management and suitability of personnel, contract administration and management, and provision of regular reports.




8. **RESPONSIBILITY** - the **SERVICE PROVIDER** shall assume full responsibility and hereby agrees and binds itself to indemnify the **PROCURING ENTITY** for any loss, damage, destruction and injury that may be incurred by the guard on duty occurring within the premises attributable to the negligence, fault, laxity, unlawful act or misconduct of the **SERVICE PROVIDER** or its security guards resulting in theft, pilferage, robbery, arson, unlawful and illegal acts of third persons, save when loss or damage is clearly established to be used to **FORCE MAJEURE** or acts of **GOD**. Provided further, that such losses, damage or injuries shall be reported in writing to the **SERVICE PROVIDER** or its guard immediately or written two (2) days from the date of discovery to enable the **SERVICE PROVIDER** to investigate the matter. The **SERVICE PROVIDER** is not precluded from pursuing any legal action against the culprits if it so desires.
9. **WARRANTY** - the **SERVICE PROVIDER** warrants to comply with its obligations as employer and hereby agrees to hold the **PROCURING ENTITY** free from and harmless from any liability, cause or causes of action, claim or claims which may be filed by the **SERVICE PROVIDER** security personnel who may be assigned to the **PROCURING ENTITY** premises by reason of their employment with the **SERVICE PROVIDER** under this agreement or under the provisions of the Labor Code, Philhealth, SSS, Internal Revenue Code, and such other applicable laws, rules and regulations, Presidential Decrees and Executive Orders that are now in effect and which may be promulgated in the future.

Neither the **SERVICE PROVIDER** nor its guard or other personnel shall be deemed the agents, representatives, employees or servants of the **PROCURING ENTITY** and **SERVICE PROVIDER** hereby assumes full and sole responsibility for the payment of compensation, wages, salaries, overtime pays such other benefits for injuries, ailments or death which may be suffered or sustained by its guards or personnel, in the course of their employment or performance of their security services to the **PROCURING ENTITY**, pursuant to this Agreement.

10. **PERIODICAL INSPECTION** – the **SERVICE PROVIDER** shall, at its own time and expenses, make periodic and appropriate inspection of the guards assigned in the **PROCURING ENTITY** premises and shall exercise discipline, control, supervision and administration over the security guards/personnel assigned to the **PROCURING ENTITY** premises, in accordance with the rules and regulations of the **PROCURING ENTITY** and the Security Agency Law. The **PROCURING ENTITY** or its officers and representative shall have the right to inspect the guards of the Agency to determine the quality and acceptability of the services rendered by the Agency personnel within its premises.

It is expressly understood and agreed that the **PROCURING ENTITY** may, at any time, request for the immediate replacement of any security guards/personnel of the **SERVICE PROVIDER** assigned in the **PROCURING ENTITY** premises for any reason whatsoever.

11. **DURATION OF CONTRACT** - The security and protective services to be provided by the **SERVICE PROVIDER** shall remain in full force and effect for a one (1) year period commencing on February 1, 2023 to January 31, 2024.

A handwritten signature in black ink, consisting of a large, stylized initial 'G' followed by a series of loops and a horizontal line at the bottom.

12. **WAIVER OF PREFERENCES** – it is understood and expressly agreed by the parties hereto that the obligation created under this agreement shall not enjoy any priority, preferences or special privilege whatsoever over any indebtedness or obligation of the Procuring Entity accordingly. The SERVICE PROVIDER hereby waives and renounces absolutely and unconditionally whatever priorities or preferences he may have under Article 2244, Paragraph 14 of the Civil Code of the Philippines.


**IN WITNESS WHEREOF**, the parties hereto, through the duly authorized representatives, have hereunto signed these presents, this ~~27~~ **27 JAN 2023** day of January, 2023 at Butuan City, Philippines.

**PROVINCIAL ENVIRONMENT AND  
NATURAL RESOURCES OFFICE**  
By:

  
**ACHILLES ANTHONY C. EBRON**  
PENR Officer


**SHERLOCK SECURITY AGENCY**

By:

  
**RICKY C. TABASA**  
Proprietor/ Manager

**SIGNED IN THE PRESENCE OF:**

  
**NELSON B. CARANZO**  
OIC, CENR Officer

  
**JOSEPH LEO E. OCONER**  
CENR Officer

Funds Available:

  
**REYNALDO R. PLAZA**  
Accountant-III

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY OF BUTUAN ----- )

BEFORE me, a Notary Public for and in the City of Butuan, on this 27 JAN 2023 day of January, 2023 at Butuan City, personally appeared **PENRO ACHILLES ANTHONY C. EBRON** with Government Issued ID No \_\_\_\_\_, and **MR. RICKY C. TABASA** with Community Certificate No. \_\_\_\_\_ - issued on \_\_\_\_\_ at Butuan City, both known to me to be the same persons who executed the foregoing instrument, who acknowledged to me that the same is their true and voluntary act and deed.

WITNESS MY HAND AND SEAL, this 27 JAN 2023 in the City of Butuan, Philippines.

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Series of 2023 \_\_\_\_\_

**ATTY. RAHILIL I. LAMIGO**  
Notary Public  
Until December 31, 2023  
Roll No. 63403  
T.I.N 233-678-573  
IBP No. 258343/01-02-2023 AGUSAN DEL NORTE  
PTR No. 2343916/01-02-2023/BUTUAN CITY  
MCLE Compliance No. VII-0002376  
Notarial Commission Serial No. 20-06-2021

*[Handwritten signature]*

