



Republic of the Philippines  
**Department of Education**  
 REGION IV-A CALABARZON



**CONTRACT OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

**DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON**, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **CLIENT**.

-and-

**D'GREAT STALLION SECURITY AGENCY INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at Barangay Mataas Na Lupa, Lipa City, and represented by its President/General Manager, **SERGIO P. MANACOP**, is hereinafter referred to as the **SECURITY COMPANY**.

**WITNESSETH**

**WHEREAS**, DepEd Regional Office IV-A CALABARZON, requisitioned for the renewal of contract for the **PROCUREMENT OF SECURITY SERVICES FOR THE YEAR OF 2025 FOR DEPARTMENT OF EDUCATION IV-A REGIONAL OFFICE AT KARANGALAN VILLAGE, CAINTA, RIZAL** from **JANUARY 1, 2025** to **DECEMBER 31, 2025**;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND PESOS ONLY (PhP1,898,000.00)**;

**WHEREAS**, the end-user conducted a market survey/cost-benefit analysis to determine available providers for said project. Some of the prospective bidder submitted their quotations;

**WHEREAS**, based on the submitted quotation/s, the following data were gathered:

Name of Company	Item/Description	Quantity	Cost of Distribution Rate
D'Great Stallion Security Agency Inc.	Security Agency	4	PhP1,879,795.44
Kings 2000 Security & General Services Corporation	Security Agency	4	PhP2,037,382.44
Selective Security Services Inc.	Security Agency	4	PhP2,196,558.36



Address: Gate 2, Karangalan Village, Cainta, Rizal  
 Telephone No.: 02-8682-2114  
 Email Address: region4a@deped.gov.ph  
 Website: depedcalabarzon.ph



Certificate No. PHP QMS  
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**WHEREAS**, based on the market study submitted, the end-user recommends to renew the contract of **D’GREAT STALLION SECURITY AGENCY, INC.** considering that it offers the Lowest Calculated Quotation;

**WHEREAS**, based on the submitted report on the result of evaluation, the **D’GREAT STALLION SECURITY AGENCY, INC.** is the most advantageous for the following reasons:

1. D’GREAT STALLION SECURITY AGENCY, INC. has the lowest operations cost for the salary of security guards;
2. D’GREAT STALLION SECURITY AGENCY, INC. has consistently demonstrated motivation, disciplined, professional and responsible company with a high degree of integrity;
3. D’GREAT STALLION SECURITY AGENCY, INC. has a strong reputation for office security, focusing on tailored solutions such as visitor management, employee safety, and incident response;
4. D’GREAT STALLION SECURITY AGENCY, INC. are trusted and this Office were satisfied with the previous transactions with them;
5. D’GREAT STALLION SECURITY AGENCY, INC. is known for personalized security services and well-trained staff who can handle access control, reception duties, and emergency situations;

**WHEREAS**, after review and deliberation on the proposal, **D’GREAT STALLION SECURITY AGENCY, INC.** offered the Lowest Calculated and Responsive Quotation (LCRQ) and provided satisfactory service to the **Client**. Hence, renewal of its contract remains most advantageous to the **Client**;

**WHEREAS**, on December 6, 2024, the Bids and Awards Committee of DepEd Region IV-A CALABARZON recommended to the head of the procuring entity the award to **D’GREAT STALLION SECURITY AGENCY INC.**

**WHEREAS**, the **Client** has accepted the quotation of **ONE MILLION EIGHT HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED NINETY-FIVE PESOS and 44/100 (PhP1,879,795.44)** for the security service at DepEd Region IV-A CALABARZON.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and provisions hereafter set forth, the parties hereto have agreed and do hereby mutually agree as follows:

**1. Documents deemed part**

All documents submitted by the Security Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Letter dated December 2, 2024 from D’great Stallion Security Agency, Inc.;
- c) Evaluation Report;
- d) Certification of fund Availability;
- e) Technical Specifications;
- f) All other documents already submitted by the Security Company and to be required to be submitted after the contract perfection of this contract.

shall form part of this contract.

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## 2. Place and Location

The **Security Company** shall provide security services at the Department of Education, Region IV-A, Calabarzon, Gate 2, Karangalan Village, Cainta, Rizal.

## 3. Scope of Work or Services to Be Rendered:

Security Company shall provide the following specific services:

1. Submit the Security Plan to the procurement entity;
2. Protect the general interest of the **Client**;
3. Guard and secure all property of the **Client** or its officers/employees within its area of responsibility;
4. Strictly implement standing rules, regulations, guidelines, and policies prescribed by the **Client**;
5. Prohibit the commission of any unlawful or illegal acts within the assigned **Client's** premises or its area of responsibility;
6. Report and provide assistance in cases of any sign of disorder, riots, strikes or any serious violation of the law;
7. Protect **Client** or government property from theft, pilferage or damage;
8. Report and provide assistance in cases of any emergency situations, such as fire, typhoon, or natural calamities;
9. Provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift);
10. Perform their tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated in RA 5487 (Act Governing the Organization and Management of Private Security Agencies);
11. Protect the directors, officers and employees of the **Client** from harassment, threat, intimidation, physical harm from the clients;
12. Enforce and implement rules, policies and regulations of the **Client** aimed at maintaining security and safety there at; and
13. Do such other lawful acts which may be required of them by the **Client**.

## 4. Guard Forces

The **Security Company** shall initially provide the **Client** with four (4) duly qualified and licensed security guards, which must first be pre-approved by the **Client**. Each shall render service for a period of twelve (12) hours per day for at least six (6) days per week inclusive of 13<sup>th</sup> month and overtime pay. The number of contracted and detailed guards may be increased or decreased at any time upon written request by the **Client**.

The guards are entitled to not less than one rest day per week. A rest day is defined as a continuous period of not less than 24 hours during which the guard is entitled to abstain from working for his employer.

When the guards are reporting, they shall wear the proper uniform – white top and dark blue pants and must bear licensed firearm.

## 5. Qualification of Guards

The Security Company shall deploy guards with the following qualifications:

1. At least High School Graduate;
2. Of good moral character and reputation, courteous, alert and without criminal or police record;
3. Physically and mentally fit;
4. At least five feet two inches (5'2") in height;
5. Duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearances for employment;

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6. In proper uniform and bearing a firearm, and with other security paraphernalia such as flashlight, hand held radio, nightstick, whistle, metal detector and other essential security paraphernalia;
7. Armed with appropriate and functional rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during hours of duty;
8. Must have passed the Neuro-Psychiatric Exam;
9. Must not be cigarette smoker or user of vape;
10. In possession of such other qualifications required by Republic Act (RA) No. 5487, as amended;
11. Not less than twenty (21) years of age nor more than 50 years of age; and
12. Duly cleared by the Prosecutors Office, Municipal Trial Court (MTC) and Regional Trial Court (RTC) of his residence.

The **Client** must be furnished a copy of the license, clearance and result of examination or test mentioned, above for this contract.

## 6. Obligation and Responsibility of the Security Company

The Security Company shall comply with the following obligations and responsibilities:

1. Assume all losses in their areas of responsibility due to negligence/pilferages and negligence of their security guards after a thorough investigation;
2. Assume full responsibility for the acts of its SGs during the performance of their duties;
3. Cooperate with the **Client's** official investigation of any suspected criminal activity or in case of theft or similar incidents in their assigned area;
4. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the **Client**;
5. Provide the total number of guards required in the assigned area every shift per Item 3 hereof;
6. Provide each SG on posts with appropriate firearm, handheld radio, and metal detector at all times and ensure that said equipment conforms to the applicable standards and is covered with appropriate and valid licenses and documents;
7. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings, and other structures considered critical and vulnerable;
8. The Security Agency shall not change or replace the SG without prior notice at least three (3) working days, and approved by the **Client**;
9. Have the SG changed or replaced at any time upon request of the **Client** for justifiable reasons including those with discourteous and disrespectful behavior;
10. Must provide their security guards with contact numbers of the PNP, BFP, and hospitals for ready reference and use during emergency cases; and
11. Must also comply with labor standards in the management of the security guards specifically on the provision of mandatory benefits such as but not limited to 13<sup>th</sup> Month Pay, Overtime Pay, SSS and Philhealth.

## 7. Equipment Requirements

To be installed at/near the guard's posts (Maid Gate and DMB Lobby):

1. Hand-held 2-way radio – 3 units;
2. Rechargeable heavy duty LED flash lights – 3 units;
3. Rain boots -4 pairs;
4. Big umbrellas – 2 pcs;
5. Raincoat – 4 pcs;
6. Night stick – 2 pcs;
7. Metal detector – 2 units; and
8. Firearm for each guard on duty

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## 8. Mode of Payment

For and in consideration of the above services and during the effectivity of this Contract, the **Client** shall pay the **Security Company** the sum of **ONE MILLION EIGHT HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED NINETY-FIVE PESOS and 44/100 (PhP1,879,795.44)** for the duration of twelve (12) calendar months;

The **Client** agrees to pay the **Security Company** in accordance with the authorized compensation subject to the accounting and auditing rules and regulations chargeable against the Regional Funds, MOOE but subject to availability of funds.

It is understood that the portion of the above consideration equivalent to the amount to which the security guards are entitled by way of salary, 13<sup>th</sup> Month pay and Overtime pay and all other mandatory benefits shall be received by the **Security Company** from the **Client** in trust only for said guards.

## 9. Supervision and Control

The **Security Company** shall exercise strict discipline, close supervision and exclusive control and administration over its guards in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **Client** on the matter. In so far as enforcement of police and company rules and regulations related to security and safety is concerned, the **Client** shall exercise supervision and control over the guards.

## 10. Liability to Guards and Third Parties

The **Security Company** is NOT an agent or employer of the **Client** and the guards to be assigned by the **Security Company** to the **Client** are in no sense employees of the latter as they are for all intents and purposes employees of the **Security Company**. Accordingly, the **Client** shall not be responsible for any and all claims for personal injury or death caused to any of the guards or to any third party where such injury or death arises out of or in the course of performance of guard duties.

11. The **Security Company** shall not be liable for losses and/or damages due to fortuitous events or force majeure beyond the control and competence of the guard to prevent; the provision of the New Civil Code shall be applied in determining the amount and liability thereto.

12. All the guards assigned or on-duty shall always wear their uniforms and bear licensed firearms and failure to comply with this condition may be used as a ground for termination of this contract;

## 13. Replacement of any Guard

The **Client** has the prerogative to have a guard changed or replaced at any time whose work it finds and believe to be below standard, or whose conduct or behavior is unsatisfactory, or is prejudicial to its interest, as determined by the **Client**.

## 14. Employment Restriction

The **Client** shall not employ, directly nor indirectly, any of the **Security Company's** officers, employees and former employees who have been out of the **Security Company** for less than eleven (11) months during the time of their contract or within eleven (11) months after its termination.

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**15. Guard's Performance Bond**

The **Security Company** shall furnish the **Client** a good and sufficient Surety Bond acceptable to the latter in the sum of **Five Hundred Sixty-Three Thousand Nine Hundred Thirty-Eight and 63/100 Pesos Only (Php563,938.63)** to ensure the faithful execution of this Contract and as guarantee against any claim of the client for losses and/or damages to **Client's** property which are due to the act or omission and/or negligence of the guards. However, losses and/or damages which are not of considerable amount may be compensated through the monthly remittance to the **Security Company**.

**16. Terms of Contract**

This Contract shall take effect on **January 1, 2025 to December 31, 2025** and shall be for a period of Twelve (12) months from said date subject to extension on the condition that the company satisfactorily performed its obligations.

**17.** All judicial and extra-judicial expenses which shall be incurred by the **Security Company** in connection with the performance by its guards of their duties and functions shall be for the account of the **Security Company**.

**18. Settlement of Disputes**

Any and all disputes arising from the implementation of the contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

**19. Capacity and Authorization**

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of \_\_\_\_\_ at QUEZON CITY Philippines.

FIANO 8 2025

**Department of Education  
Region IV-A CALABARZON**

**D'Great Stallion Security  
Agency, Inc.**

**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**SERGIO P. MANACOP, CSP**  
President/General Manager

FUNDS AVAILABLE

**MARITES L. GLORIA**  
Chief Administrative Officer  
Finance Division

**SIGNED IN THE PRESENCE OF:**

**ANN GERALYN T. PELIAS**  
Chief Administrative Officer  
Administrative Service Division

**CARMELITA R. NODELAS**  
Security Director for Operation

Republic of the Philippines  
S.S.  
QUEZON CITY

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this  
personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	
<u>Sergio P. Manacop</u>	PDL# <u>DIY-97-063680</u>	<u>08-27-2032</u>

who are 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 free act and voluntary act and deed.

This instrument, consisting of seven (7) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL**, at the place and date above-written.

*Manacop*

Doc. No. ... 110;  
Page No. ... 23;  
Book No. ....1...;  
Series of 2025.

*CAUTION*  
**ATTY. CONCEPCION P. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2025  
PTR No. 6989624 / January 2, 2025 Q.C  
IBP No. 461667 / October 29, 2024 Q.C  
Roll No. 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-021 (2024-2025)  
TIN No. 131-942-754