

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and executed by and between:

MEGA MOON SECURITY AND INVESTIGATION SERVICES, a duly organized security agency existing under the Philippine laws with office address at Puretan Building, Sinsuat Avenue, Cotabato City represented herein by **ATTY. JOSEPH B. GO, JR.**, Sole Proprietor/Security Director, herein after referred to as **AGENCY**;

-and-

DIGOS WATER DISTRICT, a government-owned and controlled corporation, with office address at Rizal Avenue, Digos City represented by, **ENGR. FELOMINO A. DAUB**, General Manager, herein after referred to as **CLIENT**;

-WITNESSETH-

WHEREAS, the **AGENCY** is a licensed Security Agency, registered and operating under Philippine laws;

WHEREAS, the **CLIENT** is desirous of engaging the services of this **AGENCY**, to guard and protect the former's establishment and all properties stored in the building and within the premises of the local area of the said **CLIENT**, against loss or damage due to theft and robbery committed by third parties, which the **AGENCY** accepts and the parties herein agreed to comply the following terms and conditions;

1. That the **AGENCY** is duly registered with the SEC and recognized by the Government under Republic Act No. 5487 known as 'Private Security Agency Law';
2. That the **AGENCY** shall provide the **CLIENT** with **NINE (9) security guards (eight (8) male and one (1) female)** of good moral character, courteous, trained, disciplined, honest, reliable, duly licensed by the SOSIA and uniformed if directed by **CLIENT**, in its establishment at the above-mentioned address whose duty of the guards is to be scheduled by the **CLIENT**, to render services continuously for the whole week from Monday to Sunday;
3. That all security guards must have passed a neuro-psychiatric test conducted by an accredited Psychiatric Testing Center;
4. That all security guards should wear proper and complete uniforms in the performance of duty (including Holidays and Sundays);
5. That the **CLIENT**, as a matter of right, may ask the **AGENCY** to change the guards assigned to them for loss of confidence;
6. That the guards assigned by the **AGENCY** must follow the rules and regulations which the **CLIENT** may from time to time furnish in writing or verbally to the **AGENCY**;

7. That the AGENCY binds itself upon receipt of payment of the contract price from the CLIENT to comply with the Labor Laws, giving to the security guards all the benefits required by law, including Retirement benefit (RA 7641), which amount shall be taken by the agency from the CLIENT as part of its contract price for each security guard. Under Section 61.2 of RA 9184 provides that: In cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis;
8. That the AGENCY assumes the salaries, wages and other fringe benefits due to the security guards under the Minimum Wage Law, New Labor Code of the Philippines, Social Security System (SSS), Philhealth, Home Development Mutual Fund (HDMF) and other laws governing the employment of the guards (Details of the minimum monthly Contract Rate per guard for day shift and night shift are herein attached marked as [Annex 1](#));
9. That payment of the contract price shall be made only upon submission of the AGENCY through its supervisors to the CLIENT the regular monthly reports on remittances on SSS, PhilHealth and Pag-IBIG, Payroll Register, and Monthly Performance Report;
10. That the supervisor of the AGENCY should conduct rigid and continuous inspections on post including surprise and spot check to ensure that the guards perform accordingly and policies are strictly adhered to;
11. That the AGENCY hereby assumes full responsibility, including reimbursement of costs, for any loss or damage to CLIENT'S properties accounted for and other forms of crime against the CLIENT'S employees during his tour of duty which are located or stored at its offices or establishment in the above-mentioned address or its immediate premises, occasioned by the negligence or carelessness of the guard assigned therein, provided that the AGENCY may not be liable for loss or damage if caused by force majeure or fortuitous event which are beyond the control of the guard;
12. That the AGENCY completely frees the CLIENT from any liability administrative and monetary;
13. The AGENCY binds to furnish the security guards the following equipment to be used exclusively for the CLIENT:
 - Nine (9) units Batuta,**
 - Nine (9) units Handcuffs,**
 - Nine (9) pcs. – Whistles**
 - Nine (9) units Flashlights – Rechargeable Battery (watts per unit)**
 - Two (2) units metal detector**

Two (2) units Cellphone (pre-paid or postpaid to the account of the Security Agency)

Two (2) Units Surveillance Mirror

Two (2) Units Medical Kit

Four (4) Units Raincoats

Four (4) Units Umbrellas

Two (2) units Shotgun

Three (3) units hand gun

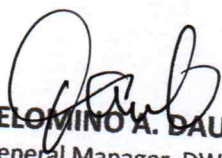
with corresponding Two (2) units of bullet cases for shotgun and Three (3) units of bullet cases for hand gun. Sufficient number of bullets must be provided daily, Fifteen (15) bullets for every shotgun and Eighteen (18) bullets for every hand gun which totaled Thirty (30) bullets for shotgun and Fifty-four (54) bullets for hand gun, so that the properties of the CLIENT, shall be fully protected by the AGENCY.

14. That all implements provided by the AGENCY shall be fully functional. Firearms provided shall be subject to test firing in the presence of CLIENT'S representatives;
15. That the AGENCY binds to provide every guard on duty with complete set of armaments for twenty-four (24) hours and ensure that every guard is completely armed at all times while they are on duty;
16. That in cases of emergency such as harassments, bomb threats and other forms of threats/violence against employees and CLIENT'S properties, the AGENCY shall provide other services such as armored vehicles, etc. that would be used to respond to these emergency cases;
17. That it is hereby expressly agreed and understood that the security guards are not employees of the CLIENT. There is no employer-employee relationship between the security guards and the CLIENT;
18. It is understood that the security guards assigned to the CLIENT are employees of the AGENCY.
19. That the term of this CONTRACT shall have a period from January 01, 2024 up to December 31, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the space provided thereof, on the place and on the date first above written.

BY:

ATTY. JOSEPH B. GO, JR.
Sole Proprietor/Mega Moon Security and Investigation Services


FELOMINO A. DAUB
General Manager, DWD

Handwritten initials

Signed in the presence of:



APHRODITE M. ADRALES
DIVISION MANAGER B



JOVITO V. TOLARES A

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF DAVAO DEL SUR) S.S.
CITY OF DIGOS)
x-----x

Before me a Notary Public for the City of Digos, Province of Davao del Sur, Philippines, this _____ at Digos City, personally appeared **FELOMINO A. DAUB** with Driver's License No. L03-81-011547 known to me to be the same person who executed this instrument and they acknowledge the same to their own free and voluntary act and deed.

This contract of security service consists of Five (5) pages, including this page, the first page of which appears the signature of the contracting parties and their instrumental witnesses on the left margin thereof.

WITNESS MY HAND this _____ at Digos City, Davao del Sur.

Doc. No. 457
Page No. 97
Book No. XVII
Series of 2024.

Car
ATTY. MARCEON G. CAMINADE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ROLL NO. 67093/TIN: 277-209-333
IBP NO. 382649/PTR NO. 0268243
MCLE COMPLIANCE NO. VII-0022367
MABINI ST., POB. KIBLAWAN, DAVAO DEL SUR

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF DAVAO CITY) S.S.
x-----x

Before me a Notary Public for the _____ Philippines, this **DEC 29 2023** at DAVAO CITY, personally appeared **ATTY. JOSEPH B. GO, JR.** with valid ID No. _____ known to me to be the same person who executed this instrument and acknowledged the same to their own free and voluntary act and deed.

This contract of security service consist of Five (5) pages, including this page the first page of which appears the signature of the contracting parties and their instrumental witnesses on the left margin thereof.

WITNESS MY HAND this **DEC 29 2023** at DAVAO CITY.

Doc. No. 411
Page No. 84
Book No. XXXIII
Series of 202.

KAREN CATE I. PINTO
Notary Public
Until December 31, 2023
Roll of Attorney's No. 70440
Notarial Commission No. 2022-144-2023
PTR No. 7895928-12/29/2022 - Davao City
IBP OR No. 260237-01/03/2023 - Davao City
MCLE Compliance No. VII-0019140-05/26/2022
Davao City
0912 - 893 - 6619 ; 0945 - 280 - 0298