

Bolong Este, Sta. Barbara, Iloilo





PROCUREMENT OF SECURITY SERVICES FOR DPWH, ILOILO 4TH DISTRICT ENGINEERING OFFICE, STA. BARBARA, ILOILO FOR CY 2025 2ND SEMESTER CONTRACT ID NO. 25GG10004

KNOW ALL MEN BY THESE PRESENTS:

This Contract Security Services is made and entered into and executed this 2 day 2025 of ______, 2025 in Sta. Barbara, Iloilo, Philippines, by and between:

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES, through the DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH), represented by MARIO G. SORIANO, DISTRICT ENGINEER, DPWH, ILOILO 4TH DISTRICT ENGINEERING OFFICE, STA. BARBARA, ILOILO, hereinafter referred to as the First Party, duly authorized for this purpose;

-and-

The **DYNA ARMS SECURITY INC.**, a corporation duly organized and existing under and by virtue of the laws Republic of the Philippines, with business at Asuncion Building, Lopez Jaena St., Jaro, Iloilo City represented by **MAE D. GERBACIA**, Chairman/Director, hereinafter referred to as the Second Party.

WITNESSETH

WHEREAS, the DPWH is engaging the services of **DYNA ARMS SECURITY INC.**, for the purpose of guarding and protecting DPWH Iloilo 4th District Engineering Office its properties, office and premises including its officers and employees, visitors and guests, from theft, pilferage, robbery, trespassing, arson and other unlawful acts of undesirable elements;

WHEREAS, the **DYNA ARMS SECURITY INC.**, which is duly licensed to engage in the business of providing Security Services has accepted to provide the services required by the DPWH under conditions herein set for a period of Six (6) months;

WHEREAS, the DPWH awarded the contract for the security services to DYNA ARMS SECURITY INC., for the period of six (6) months in the amount of <u>ONE MILLION EIGHTY ONE THOUSAND NINE HUNDRED FIFTEEN PESOS AND 56/100 (P1,081,915.56)</u> which amount is advantageous to the government.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein set forth, both parties hereby agree to the following:

 THAT the DYNA ARMS SECURITY INC., will provide, maintain, and deploy sufficient number of efficient, well trained, experienced and trustworthy security personnel services daily, including Saturdays, Sundays, legal and special holidays for the protection and security of the rights and interest, premises, office, buildings, furniture, equipment and other facilities of the

REYNAL DO D. SUMAGAYSAY
Authorized Representative
(Witness)



SIGNED IN THE PRESENT OF:

DYNA ARMS SEC' _Y INC.:

By: _Imployka(UD)
MAE D. GERBACH
Chairman / Director



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DPWH in the DPWH, Iloilo 4th District Engineering Office and cottage against theft, pilferage, robbery, trespassing, arson and other unlawful acts that may be committed against the latter as well as its personnel and visitors while in the premises;

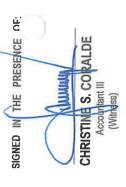
- **2.** THAT the number of security guards that the **DYNA ARM SECURITY INC.**, shall provide to the DPWH will be as follows:
 - a. SEVEN (7) QUALIFIED AND LICENSED SECURITY GUARDS AT ITS PREMISES TO RENDER EIGHT (8) HOURS DUTY FROM MONDAYS TO SUNDAYS INCLUDING HOLIDAYS, IN THREE SHIFTS: 8:00AM - 5:00PM, 5:00PM - 12:00AM AND 12:00AM - 8:00AM TO BE DEPLOYED/ DISTRIBUTED AS FOLLOWS:

	Total	3	4 = 7
3	Head Guard/ Supervisor		1
2	Roving Guard		3
1	Guard House	3	
	Guard	Gate Guard (3 Shifts)	Roving /Head

One (1) Supervisor to be provided/assigned by the service provider from its pool of supervisors to supervise and monitor the performance of all the security guards deployed in all the offices above-mentioned.

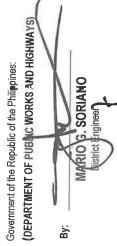
- 3. THAT the DYNA ARMS SECURITY INC., shall provide the necessary firearms and ammunition at all times to the guards assigned to the DPWH, preferably; three: (3) 12-gauge shotgun, seven (7) 38 caliber revolvers, with adequate licenses and permits to carry and posses from appropriate government agencies and see to it that, when on duty, they are in prescribed uniform with complete paraphernalia. Each assigned guard is cleared of any derogatory record by the NBI, DILG, PNP and has passed NEURO-PSYCHO and DRUG TESTS, and have undergone quarterly firearms familiarization, firing and other trainings.
- 4. THAT the DYNA ARMS SECURITY INC. shall provide vehicles/armoured vehicles upon the request of the DPWH. The DYNA ARMS SECURITY INC., at its own expense shall provide each assigned guard with the following equipment:
 - 1. Valid Licensed Serviceable Firearms
 - a) Hand gun
 - b) Shotgun with sufficient ammunition
 - 2. VHF Portable handheld radio, at least 5 km Radius coverage







DYNA ARMS SECURITY, INC.:





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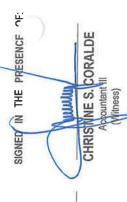


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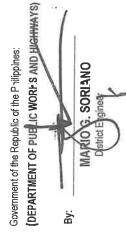
- 3. Metal Detector
- 4. Motorcycle or bicycle for roving guard
- 5. Security uniforms as per PNP-SAGSD requirements composed of the following:
 - i. Pershing cap
 - ii. Bull cap
 - iii. Name Cloth
 - iv. Company Cloth
 - v. Belt
 - vi. Flashlights with batteries
 - vii. Medicine Kit
 - viii. Holster
 - ix. Night Stick
 - x. Whistle
 - xi. Black Shoes with Lace
 - xii. Black Sock
 - xiii. White and Blue Shirt
 - xiv. Handcuffs for each guard
- 6. Sufficient logbooks to record day to day activity including ingress and egress of personnel vehicles, office equipment and furniture
- 7. Cellular phone for Head Guard
- 8. Digital Camera
- 9. Raincoats
- 10. Large Umbrella
- 5. THAT the DYNA ARMS SECURITY INC. shall remove of change or substitute any guard whose performance or showing is found unsatisfactory upon prior notice of advice by the DPWH. Any change in guard initiated by the DYNA ARMS SECURITY INC., however, shall be prior notice to the DPWH;
- **6.** THAT there shall be no employer-employee relationship between the DPWH and the **DYNA ARMS SECURITY INC.**, nor between the DPWH and the quards assigned by the **DYNA ARMS SECURITY INC**. to the DPWH;
- 7. THAT it is expressly understood and agreed that the DPWH shall not be held responsible for any claim whatsoever for the personal injury or damage including death, either to any of the third persons where such injury or death arises out of or in the course of the lawful performance of security functions of the guards provided by the DYNA ARMS SECURITY INC.. In the event that the DPWH is made liable by the Court, Workmen's Compensation or by any government agency, the DYNA ARMS SECURITY INC. shall reimburse the DPWH for the cost thereof;







DYNA ARMS SECURITY, INC.





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- **8.** THAT the **DYNA ARMS SECURITY INC.** shall be solely answerable for all claims/benefits that may be made by the guards or their heirs in connection with their employment;
- 9. THAT the DYNA ARMS SECURITY INC. shall be exclusively responsible for the enforcement of compliance with Labor Laws pertaining to the rules and regulations governing employer-employee relationship and other applicable laws, rules and regulations relating to the operation, management and conduct of Security Agencies and shall submit proof of remittance supported by statement of billing of SSS, HDMF, and PHILHEALTH and other benefits deducted from the Security Guards Salaries, every month thereof;
- 10. THAT the DYNA ARMS SECURITY INC. shall exempt and protect the DPWH from any liability arising from non-observance of the law and regulations referred to in preceding paragraph, and/or whatever claims, cases either administrative, civil or criminal, arising from non-compliance with other laws or the provisions of the Contract;
- **11.** THAT the **DYNA ARMS SECURITY INC.** shall be liable to the DPWH for any loss or damage that may be suffered by latter as a result of the acts or omission, fault or negligence of the guard of the former, except;
 - a. Where the loss or damage to property occurs inside a closed office or building or compartment into which case the **DYNA ARMS SECURITY INC.** or its agents have no access, in which case the **DYNA ARMS SECURITY INC.** is not liable, unless the door or any part of the office, building or compartment if forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards;
 - Loss and/or damage to equipment or property delivered, or entrusted by the DPWH to its employees, which equipment or property was damaged or lost through the act or omission of the employee concerned;
 - c. In case where the loss or damage is due to force majeure;
- **12.** THAT any loss or damage shall be brought to the attention of the **DYNA ARMS SECURITY INC.** by the DPWH within 24 hours from the occurrence or discovery thereof and the **DYNA ARMS SECURITY INC.** shall provide and take appropriate action thereon within 24 hours;





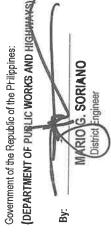
PRESENCE OF

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SIGNED

DYNA ARMS SECURITY, INC.:







Bolong Este, Sta. Barbara, Iloilo



CONTRACT

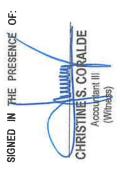
PROCUREMENT OF SECURITY SERVICES FOR DPWH, ILOILO 4TH DISTRICT ENGINEERING OFFICE, STA. BARBARA, ILOILO FOR CY 2025 2ND SEMESTER CONTRACT ID NO. 25GG10004



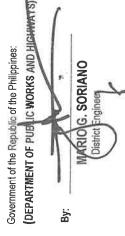
DPWH with a contingent of three (3) or more guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties of the latter's office and its officers and personnel against harm during said emergencies;

- **14.** THAT the DPWH is authorized to conduct inspection of the guard on post at its convenience during the guard's tour of duty and report any adverse actuation to **DYNA ARMS SECURITY INC.** for appropriate action;
- 15. THAT the DPWH shall seek the authority of the DYNA ARMS SECURITY INC. in cases of necessity for a guard to escort cash or valuables to and from any destination within Iloilo City for which a Mission Order shall be issued by the DYNA ARMS SECURITY INC.
- 16. THAT in consideration of the services rendered, the DPWH shall pay the DYNA ARMS SECURITY INC. the amount of ONE MILLION EIGHTY ONE THOUSAND NINE HUNDRED FIFTEEN PESOS & 56/100 (1,081,915.56) for Six (6) Months, or a monthly rate of ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED NINETEEN PESOS AND 26/100 (P180, 319.26/mo.) for seven (7) Security Guards as shown in the Schedule of Prices which will form part of this contract;
- **17.** THAT besides other conditions and terms stipulated above, the **DYNA ARMS SECURITY INC.** is obliged under this CONTRACT, to provide the necessary additional guards under the same rate and terms and conditions needed to the satisfaction of the DPWH without resorting to supplementary contract;
- 18. This CONTRACT shall take effect on <u>July 1, 2025</u> until <u>December 31, 2025</u> unless sooner terminated in accordance with the provisions thereof. After the expiration of the CONTRACT and no new contract has been or issued by the DPWH or that the result of the bidding is not yet issued if one is conducted, this CONTRACT shall be deemed extended on a month-to-month basis until such period as may be allowed by law, rules and regulations;
- **19.** The DPWH reserves the right to terminate this CONTRACT for any cause or reason upon thirty (30) days prior to notice, or if the **DYNA ARMS**

REYNALDS SIMAGAYSAY
Authorized Representative
(Witness)









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> SECURITY INC. wishes to terminate CONTRACT, it may do so only upon sixty (60) days' notice. Provided that in case to litigation arising form or in connection with this contract, the parties agreed that the proper venue shall be the regular courts at the City of Iloilo;

20. In case any provision or stipulation hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first and above written at Iloilo City, Philippines.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

By:

MÁRÍO G. SORIANO

District Engineer

DYNA ARMS SECURITY INC.

By:

Chairman/Director

SIGNED IN THE PRESENCE OF:

Accountant III

Authorized Representative

SP. 2025 - 02 - UN 987 W/H 02/07/24



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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) CITY OF ILOILO) s.s.
X X
BEFORE ME, this Notary Public for and within the
,

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

By: MAE DI GERBACIA CHILL Chairman/Director

PRESENCE OF:

IN THE

DYNA ARMS SECURITY, INC.:

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NOTARY PUBLIC

Government of the Republic of the Philippires:

(DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS)

By:

MARIO G. SORIANC

District Engineer 1