

SECURITY SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and executed by and between:

PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE, a local government unit duly organized and existing under the laws of the Republic of the Philippines with office address at Capitol Building., Government Center, Barangay Mankilam, Tagum City, Davao del Norte, represented by the Head of the Procuring Entity, Honorable Governor **EDWIN I. JUBAHIB**, hereinafter referred to as the **PROCURING ENTITY** and "FIRST PARTY";

- and -

MATI INVESTIGATION SECURITY AGENCY SERVICES, INC., a security agency duly created and registered and existing under Securities and Exchange Commission with certificate number AS094007783, and by virtue of the Philippine laws with office and business address at 3/F, BEP Building, Quimpo Blvd., Cor. Ecowest Drive, Ecoland, Davao City, represented herein by its President, **ELVIRA T. PANG**, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH:

WHEREAS, the FIRST PARTY is a local government unit, which needs to secure the safety of the government officials, employees, visitors and the public within the premises of the Government Center and other identified posts, as well as the security of its properties, facilities, installations and other belongings;

WHEREAS, the SECOND PARTY is a legitimate security agency duly organized pursuant to Republic Act No. 11917, otherwise known as "*The Private Security Agency Law*", as amended, which provides security and allied services to protect and prevent untoward incidents on the safety of the public and properties within the identified premises owned and/or controlled by the FIRST PARTY;

WHEREAS, pursuant to PNP Standard Operating Procedure No. 07-08 dated November 11, 2008, the SECOND PARTY shall strictly abide the guidelines and procedures in the deployment of security personnel on properties/establishments with conflicting claims, ownership management or administration, whenever applicable and reasonable in the given premises;

WHEREAS, by virtue of **Purchase Request No. 2023074325**, a bidding was conducted for the procurement of security services which procurement is governed by Republic Act No. 9184 otherwise known as the Government Procurement Reform Act;

WHEREAS, the **Bids and Awards Committee in its Resolution No. 330 Series of 2023**, after thoroughly evaluating the criteria and standards set forth in RA. No. 9184 and with the recommendation of the Technical Working Group resolved to declare the SECOND PARTY as the lowest calculated and responsive bid;

WHEREAS, with vast experience, good track record and performance in the field of security services, the FIRST PARTY awards the SECOND PARTY as its partner in the pursuit of security excellence particularly in securing the lives and properties of the FIRST PARTY;

WHEREAS, the SECOND PARTY is desirous and willing to undertake and implement the security services in the manner provided under this contract and/or upon the request by the FIRST PARTY.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, hereinafter set forth, **Provincial Government of Davao del Norte** and **Mati Investigation Security Agency Services, Inc.** have agreed, as they do agree this contract with the terms and conditions, to wit:

I

SCOPE OF WORK

Section 1. The services to be performed by the bidder shall essentially consist of furnishing licensed and uniformed security guards with communication equipment, firearms and ammunitions to secure offices, and other physical assets owned by Provincial Government of Davao del Norte and its personnel. The services shall include the provision of equipage/communication and special protective devices and equipment, as well as the provision of security investigative and supervisory personnel.

Section 2. This is a multi-year contract and shall commence January 1, 2023, subject to extension/renewal based on the satisfactory performance of the contracted agency based on the criteria prescribed in the Appendix 23 of R.A. 9184 and its Implementing Rules and Regulations.

Section 3. Manpower and Equipment Requirements:

A. MANPOWER REQUIREMENTS

Package No.	Name of Installation/ Location	Number of Guards
		Regular (8 hrs. daily Mon-Sun)
1 lot	Government Center, Davao del Norte Sports & Tourism Complex and other Provincial Government Offices outside the Government Center	90
TOTAL		90

A. 1. Shifting/Distribution of Guards

POST		TIME OF SHIFT		
		0700H-1500H	1500H-2300H	2300H-0700H
DC/SC		1	1	1
TAHANAN NG GOBERNADOR	VIP GATE	1	1	1
	TAHANAN GATE	1	1	1
	WHITE HOUSE	1	1	1
GATES	ENTRANCE GATE	1	1	CLOSE
	EXIT GATE	1	1	CLOSE
	DUSTY ROAD	1	1	1
CAPITOL MAIN BUILDING	PGO	1 (10:00 AM - 6:00 PM)	CLOSE	CLOSE
	LEFT WING	1		CLOSE
	RIGHT WING	1		CLOSE
	LOBBY ENTRANCE	2	1	1
ROVING	ROVING CAPITOL	1	1	1
NEW SP BUILDING		3 (8:00 AM - 4:00 PM)		
OLD SP BUILDING/RTC BRANCH 2		2 (8:00 AM - 4:00 PM)		
PROVINCIAL ENGINEER'S OFFICE		1	1	1
PROVINCIAL HEALTH OFFICE		1 (8:00 AM - 4:00 PM)		
BSP/GSP (Tagum City)		CSS	CSS	1
	GATE 2	1	1	1

SPORTS COMPLEX (TAGUM CITY)	ROVING COMPLEX	1	1	1
PTV TOWER (TAGUM CITY)		CLOSE	CLOSE	1
BAEX/TLDC (TAGUM CITY)		1	1	1
SALAWAO FARM (TALAINGOD)		1	1	1
WOMENS DEVELOPMENT CENTER (NEW CORELLA)		1	1	1
BAHAY PAG-ASA (NEW CORELLA)		1	1	1
LUNTIAN PARAISO (NEW CORELLA)		3	3	2
CARMEN HOSPITAL		2	2	1
KAPALONG HOSPITAL		3	3	3
SAMAL HOSPITAL		2	1	1
PEO (SAMAL)		1	1	1
PEO (CARMEN)		1	1	1
<i>TOTAL SG PER SHIFT</i>		38	27	25
<i>GRAND TOTAL</i>		90		
NOTE: TIME SHIFT AND POST OF SECURITY GUARDS CAN BE ADJUSTED AS REQUIRED BY THE SITUATION				

II

RIGHTS OF THE PROVINCIAL GOVERNMENT OF DAVAO DEL NORTE

- a. The First Party (authorized representative or his designee) shall conduct inspection in ranks/formation of guards, firearms and other equipage as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter;
- b. The First Party (authorized representative or his designee) shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness;
- c. The First Party (authorized representative or his designee) shall have the authority and prerogative to impose disciplinary sanctions for any violation committed by the AGENCY guard, during his tour of duty or off duty, inside the Provincial Government of Davao del Norte premises. Any such violation, which comes to the attention of the AGENCY first, shall be reported by the AGENCY to the Provincial Government of Davao del Norte in writing for appropriate action of the latter;
- d. The First Party shall have the right to increase or decrease the number of guards as the necessity for the same arises. AGENCY shall correspondingly increase or decrease the number of guards within twenty-four (24) hours from receipt of a written notice to that effect from the Provincial Government of Davao del Norte and AGENCY shall submit to the Provincial Government of Davao del Norte (authorized representative or his designee) within the first five (5) days of each month the updated list of guards so assigned, indicating the installation, name and residence address of guards, license number, SSS number, tax account number, disposition and duty schedule;
- e. Whenever the First Party (authorized representative or his designee) informs AGENCY in writing that any contracted guard, including any AGENCY personnel, in its findings and/or opinion is undesirable, the AGENCY shall, within twenty-four (24) hours from notice, relieve the employee and never again be assigned to the Provincial Government's premises, and if, for any reason which it deems necessary to protect its interest, the Provincial Government of Davao del Norte (authorized representative or his designee) shall request in writing the revamp of the

entire security force, the AGENCY shall effect the same without additional cost on the part of the Provincial Government of Davao del Norte;

- f. The First Party (authorized representative or his designee) shall have the right to screen, select, accept and/or reject AGENCY'S individual guards in accordance with the Provincial Government's preset criteria;
- g. The First Party (authorized representative or his designee) shall have the right to inspect the guards at any time to ensure the proper security of the personnel, materials and equipment within its premises. Likewise, the Chief Security Officer shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violation(s) committed by the AGENCY guards, as provided in the preceding paragraph (2) and (3) above. This right of inspection by the Provincial Government of Davao del Norte shall not relieve the AGENCY from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof;
- h. The Second Party security guards and personnel shall be under the supervision and control of the Provincial Government of Davao del Norte (authorized representative or his designee) with respect to deployment, work shifts and execution of security plans;
- i. The First Party, for the purpose of implementing the operational aspects of this Contract, shall officially deal only with the Licensee as indicated in the License to Operate of AGENCY;
- j. The First Party shall have access to records of payment of salaries and/or auditorial right over the payroll of the AGENCY;
- k. The First Party shall deduct the penalties for absences and tardiness of the security guards and other violations of the guards and of the AGENCY from AGENCY'S monthly billings as provided in Article VI hereof.

III

OBLIGATIONS AND RESPONSIBILITIES OF THE SECOND PARTY

- a. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the Second Party employed under this Contract shall not be considered employee of the First Party. The Second Party assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract;
- b. The Second Party shall ensure and guarantee that its security guards shall familiarize themselves with officers and personnel of the First Party and at all times accord to them the highest respect and courtesy;
- c. The Second Party shall submit promptly every morning to the First Party or authorized representative or his designee, the shift guard mounting reports as well as reports of all incidents of loss, injury or damages to life and property, involving the Provincial Government's property and personnel, that occurred during the previous day;
- d. The Second Party shall provide each guard with the appropriate AGENCY - Owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by the First Party in the future as warranted by the situation, during his tour of duty, including but not limited to office and transportation equipment and such other accessories or related equipment, tools, supplies and materials for the use, service and control of the security force under this Contract;

- e. The Second Party shall exercise effective administration, control, supervision and inspection, through its Supervisions/Shift-In-Charge, to prevent any violation or commission of anomalies acts by the guards, whether on or off duty. The Second Party shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to the Provincial Government's personnel or visitors, or damage/loss to Provincial Government's properties or those of its personnel or visitors within the service areas;
- f. The Second Party shall assign only members of the force who are acceptable to the First Party or authorized representative or his designee, and the Second Party shall not pull out any security guard from the First Party without the written consent of the latter;
- g. The Second Party hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of the First Party to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of the First Party including authorized visitors/clients in the execution of their duties;
- h. The Second Party shall provide the First Party with the number of guards as stated in the Purchase Order/Contract hereof, and any decrease or increase in the number of guards shall require the written approval of First Party;
- i. The Second Party shall diligently and faithfully serve the best interests of the First Party in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or enter, any classified information concerning the business affairs of the First Party which any member of the security force of the Second Party may have acquired by reason of such contractual relationship;
- j. The Second Party hereby guarantees that the salaries of guards detailed with the First Party shall be paid during the regular working hours not later than the 20th day of the month and 5th day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the Second Party, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for First Party to terminate the service contract;
- k. The Second Party shall guarantee that all employer's share being paid by the First Party to the Second Party, like the SSS premiums, State Insurance/ECC, PhilHealth, Pag-IBIG and others and the corresponding employee's shares being pre-deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be a sufficient ground for the First Party to remit these amounts directly to the concerned government agencies;
- l. The Second Party shall assign to the First Party well trained, experienced, licensed, uniformed and armed guards who shall meet the following qualifications:
 - i. For Supervisor/Shift-in-Charge, must have at least 36 units in College and at least two (2) years experienced in supervisory security work. For the Regular Guard, at least High School graduates with at least two (2) years experienced in security work;

- ii. Physically fit; height: at least 5'2" for female and 5'4" for males; age- at least 21 years old;
- iii. Not related to any personnel of the Provincial Government of Davao del Norte within the 4th degree of consanguinity or affinity;
- iv. Of good moral character, mentally sound and without criminal or police record; must have clearance from the PNP-accredited Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Neuro-Psychiatrist duly accredited by the Philippine National Police;
- v. Possess the qualifications as prescribed in Rule III, Section 5 and must have passed the physical/mental examination for security personnel as prescribed in Rule XXIII of the 1994 Revised Rules and Regulations Implementing RA. 5487, as amended, unless otherwise prescribed.

IV

AFTER SALES SERVICE

(LIST OF EXTRA SERVICES OFFERED FREE), as provided in their Bidding Document

Section 6. (a). For the Provincial Government of Davao del Norte:

1. Provides the Government with CCTV Devices monitoring system;
2. Provides the Government with vehicle for VIP use during special occasions (by request);
3. Provide units of PATROL MOTORCYCLE with gasoline allocation;
4. Provide K9 UNIT during significant events (UPON REQUEST);
5. Provide continuous training to assigned guards such as 4-hr Enhancement/Refresher training to security guards- 1 session per quarter;
6. Security Survey and Audit;
7. Periodic Assessment on Security Measures;
8. Day and Night Spot Inspections by Agency Supervisors/Inspectors;
9. Designation of Security Head to supervise all assigned Guards and to Attend/Assist on Security Matters/Concerns;
10. Military and Police Assistance/Back-up, as may be requested;
11. Personalized Services to the Management;
12. 24-Hour Phone Patch Contact with MINSAS Office;
13. Assist the Government in developing and implementing preventive measures against fire, bomb threats, robbers and other forms of crimes and contingencies;
14. Assist the Government in investigating security-related matters in coordination with the PNP;
15. Protects the properties within Government premises on 24-hour cycle and update about the status thereof;
16. Other services as may be determined necessary in the discharge of guard's duty.

V

CONTRACT PRICE

Section 7. The Provincial Government of Davao del Norte has an **Approved Budget of the Contract (ABC) of TWENTY-FOUR MILLION PESOS (PHP 24,000,000.00)**, for One (1) year supply of Security Services for the Provincial Government of Davao del Norte with 90 Security Guards (SG) with Complete Equipage but renewable every year since it is under Multi-Year Contract to start in January 1, 2024 up to December 31, 2024. For the remaining year of the Contract,

the same shall be supported by an appropriation ordinance of the succeeding administration.

VI

CONSIDERATION AND MANNER OF PAYMENT

Section 8. As consideration based on the submitted bid quotation, the SECOND PARTY, a security service provider, is entitled to claim the total amount of **TWENTY-TWO MILLION NINE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SIXTY-SIX PESOS (PHP 22,962,366.00)**, as its bid price per year as reflected under the Bid Evaluation Report, but renewable until the termination of this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month thereafter. It is understood that the Second Party's billings include all the statutory compensation and benefits due to its security guards.

1. Section V. Special Conditions of Contract:

All bid prices for the duration of three (3) years shall be fixed and shall not be adjusted during the contract implementation, except for the following:

- a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
- b. Increase in taxes.
- c. If during the term of the contract the Procuring Entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.

2. GCC Clause 2.2

Payment instructions:

- a. Agency shall submit its billing to the Provincial Government of Davao del Norte within five (5) days after payment of guards' salaries which is scheduled not later than the 20th of the month and 5th of the succeeding month.
- b. The Provincial Government of Davao del Norte shall pay the Agency based on the latter's actual performance of the services required under the contract and bid specifications taking into account the number of guards posted, the contract rate per guard per month and the deductions for penalties committed, and other charges, if any, for that particular month.

3. ARTICLE II

PAYMENT

1. The Provincial Government of Davao del Norte shall pay the AGENCY based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month as listed in the Purchase Order/Contract hereof, and deductions for penalties under Article VII hereof. It is understood that the AGENCY'S billings include all the statutory compensation and benefits due to its security guards. Any increase in the minimum wage may be allowed subject to the conditions pursuant to the GCC hereof (GCC Clause 1).

ARTICLE III

MANNER OF PAYMENT

1. Payment shall be made within five (5) working days after receipt of billing from the Agency for services rendered together with all documentary requirements. The bill of the AGENCY shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net

amounts payable to the security guards and properly signed daily time records. The number of security guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period. Deductions from billings shall be imposed as provided for in Article VII hereof.

2. The AGENCY hereby binds itself to pay its employees in accordance with the provisions of pertinent laws and/or other legal issuances governing security agencies. The AGENCY shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine Laws relative to its employees. For information purposes, the AGENCY shall, every end of the month, submit to Provincial Government of Davao del Norte (authorized representative or designee) reports and/or information concerning illness and/or accidents occurring or befalling its employees assigned to Provincial Government of Davao del Norte. If the Provincial Government of Davao del Norte becomes liable to any employee of the AGENCY under the provisions of any law resulting from the AGENCY'S failure to comply with said law, the AGENCY shall reimburse the Provincial Government of Davao del Norte for all payments made to said employee, including the cost of suit as the case may be. The AGENCY shall, together with its billings, submit to Provincial Government of Davao del Norte a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law, including remittances to concerned government offices of all mandatory deductions for the billing period.

3. The AGENCY shall, upon receipt of the Provincial Government's Purchase Order/Contract open a SPECIAL BANK ACCOUNT in the name of the AGENCY'S Guard Payroll Fund with the Land Bank of the Philippines Tagum Branch in an amount not less than one (1) month salary of all guards servicing the Provincial Government's offices computed on the basis of the monthly rates per guard as indicated in the Purchase Order/Contract hereof.

4. Withdrawals from the "Payroll Fund" shall be made by the AGENCY at the end of every billing period in the amount equivalent to the total payrolls for the particular period.

5. Replenishment of the "Payroll Funds" shall be in the following manner:

a. At the end of every billing period, the AGENCY shall submit to the Provincial Government of Davao del Norte its regular billing invoice, the official guard detail duly signed by the AGENCY (Supervisor) and Provincial Government's authorized representative or his designee, including the accomplished and approved guards' daily time records, a copy of the paid-up payroll complete with guards' signature and for the first claim, a copy of this Contract and proofs of remittances to concerned government offices of mandatory deductions.

b. The Provincial Government of Davao del Norte shall prepare, process and release payment based on the billing statement for each billing period payable to the AGENCY'S Special Bank Account (Guards' Payroll Fund) as replenishment of the withdrawals for the salaries of the guards and other payables to the AGENCY as payment for its share and remittances to the SSS, State Insurance/ECC, PhilHealth and Pag-ibig Fund. This agreement shall be in the form of an Addendum to be attached to the main Contract. The AGENCY shall also submit monthly a notarized affidavit, including proof of remittance that all contributions in favor of the guards are properly remitted to the concerned government agencies, which shall form part of the documentary requirements in the AGENCY'S billing with the Provincial Government of Davao del Norte.

6. At the expiration or termination of this Contract, the AGENCY agrees and authorizes the Provincial Government of Davao del Norte to withhold payment for the last billing period and apply the amount to any legal claim/s of any guard or guards employed under the AGENCY arising out of the service contract that has expired or has been terminated subject to the usual clearance procedure.

VII

MISCELLANEOUS PROVISIONS

Section 9. The parties hereby agree that the venue of the action for any cause or causes of action, which may arise from this Contract, shall be exclusively filed before the proper court of Tagum City, Davao del Norte, Philippines.

In case of Court litigation arising out of any violation of the terms and conditions of this Contract by the Second Party, or any cause arising therefrom, the amount of twenty percent (20%) of the value of the award made by the Court shall be paid by the Second Party to the First Party by way of Attorney's fees and other expenses of litigation but in no case shall such amount for Attorney's fees and other expenses of litigation be less than P50,000.00.

Section 10. The following documents, which have been conformed to, signed and/or submitted by the Second Party shall form an integral part of this agreement, viz:

- a. Section VI, Schedule of Requirements marked as Annex "A";
- b. Section VII, Technical Specifications marked as Annex "B";
- c. Financial Proposal Submission Sheet marked as Annex "C";
- d. Computation of Bid Price marked as Annex "D"; and
- e. The Bidding Documents (for further reference).

Section 11. The Parties may amend, alter or modify this Contract in any manner as provided for by law and/or at any time as the need arises.

IN WITNESS WHEREOF, the parties, and/or through their representatives have hereunto affixed their signatures _____ at Tagum City, Davao del Norte, Philippines.

**PROVINCIAL GOVERNMENT
OF DAVAO DEL NORTE**

**MATI INVESTIGATION SECURITY
AGENCY SERVICES, INC.**

FIRST PARTY

SECOND PARTY

Represented by:

Represented by:


EDWIN E. JUBAHIB,
Governor


ELVIRA T. PANG
President

Signed in the presence of:


ENGR. JOSIE JEAN R. RABANOZ, CE, MPA, EnP


ELBEN T. PANG
VP/Chief Operation Officer

ACKNOWLEDGMENT

Republic of the Philippines....)
Province of Davao del Norte.)Sc.
City of Tagum.....)
x- - - - - x

BEFORE ME, a Notary Public in the City of Tagum, Province of Davao del Norte, personally appeared:

	<u>Proof of Identity</u>	<u>Date</u>	<u>Place Issued</u>
ELVIRA T. PANG	License No. <u>LD7-88-003150</u>	<u>9/25/2023</u>	<u>Davao City</u>

known to me to be the same persons who executed this Agreement and they acknowledged to me that the same is their free act and deed for and in behalf of the parties they represent.

This instrument consists of ten (10) pages including this page wherein this acknowledgment is written and duly signed by the parties and their respective instrumental witnesses on the left portion of each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this _____ at Tagum City, Davao del Norte, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023.



ACKNOWLEDGMENT

Republic of the Philippines....)
Province of Davao del Norte.)Sc.
City of Davao City.....)
x- - - - - x

BEFORE ME, a Notary Public in the City of Davao City, Province of Davao del Norte, personally appeared:

	<u>Proofs of Identity</u>	<u>Date</u>	<u>Place Issued</u>
EDWIN I. JUBAHIB	<u>Gov ID 9850</u>	<u>7/1/2019</u>	<u>Manukan Tagum City</u>

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IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this DEC 29 2023 at Davao City, Davao del Norte, Philippines.

Doc. No. 191 ;
Page No. 46 ;
Book No. VIII ;
Series of 2023.



ATTY. EDSEL JAMES C. SANDICO
Notary Public for Davao City
Roll of Attorneys 72619
Commission Expires on December 31, 2024
Notarial Commission Serial No. 2023-054-2024
IBP O.R. No. 250026; 1/17/2023
PTR O.R. No.: 7936911; 1/4/2023; Davao City
MCLE Compliance VII-0003220; 5/17/2021
TIN: 457-872-505
2F Tiresmart Bldg., Tionko Ave., Davao City