

CONTRACT AGREEMENT NO. 2022-01-02

PROCUREMENT OF SECURITY SERVICES FOR THE DSWD FIELD OFFICE III

This contract is made this _____ day JAN 25 2022 2022 between

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by **MARITES M. MARISTELA**, in her capacity as Regional Director hereinafter referred to as the **"PROCURING ENTITY"**

And

BESTGUARDS SECURITY SERVICES PHILS. INC., a company duly registered under SEC No. CS200814704 with office address at Unit A 2/F Ufive Building Brgy. Dolores, City of San Fernando, Pampanga represented by **RYAN M. CALADIAO**, in his capacity as President, hereinafter referred to as the **"SERVICE PROVIDER"**; (collectively, the **"PARTIES"**).

WHEREAS, the Bids and Awards Committee of the **"PROCURING ENTITY"** invited Bids for the Provision of Security Services, and has accepted the Bid of **"SERVICE PROVIDER"** for the supply of security services in the sum of **EIGHT MILLION EIGHT HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED NINETY-EIGHT PESOS AND 76/100 (Php 8,816,798.76)** (hereinafter called "the Contract Price") for **CY 2022**;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations herein provided, as well as the terms and conditions hereof, the Parties hereto have agreed as follows:

ARTICLE I
INTRODUCTION AND INTEGRAL DOCUMENTS

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Reference referred to.
2. The following documents shall be deemed to form as integral part of this Agreement and be read and construed as part of this Agreement, viz.:
 - a. the Technical Specifications and Schedule of Requirements attached and marked herein as Annex "A";
 - b. the Bid Form and the Price Schedule submitted by the Bidder attached and marked herein as Annex "B";
 - c. the Terms of Reference attached and marked herein as Annex "C";
 - d. the Entity's Notification of Award attached and marked herein as Annex "D";
 - e. the Notice to Proceed attached and marked herein as Annex "E".

ARTICLE II
DURATION OF THE CONTRACT

1. The term of this Contract shall be for February 1, 2022 to December 31, 2022, unless sooner terminated in accordance with the provisions hereof.
2. After expiration of this contract and no new contract has been made or issued by the **"PROCURING ENTITY"**, this contract shall be deemed extended for a maximum

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period of not more than one (1) year subject to assessment or evaluation of the contractor's performance but in no case shall the total contract renewals exceed two (2) years, provided further that the Performance Bond shall have been posted and updated during the extension period.

3. The "**PROCURING ENTITY**" reserves the right to revoke or terminate the contract after thirty (30) calendar days from service thru written notice to the "**SERVICE PROVIDER**", after due verification of facts that the latter is not providing satisfactory services, or not complying with the terms and conditions of this contract;
4. The "**PROCURING ENTITY**" may cancel or terminate this contract on the ground of any violation by "**SERVICE PROVIDER**" and/or any of its personnel of any or some of the terms and conditions of the contract laid down in Annex "C".
5. Upon either expiration or termination of the contract, the "**SERVICE PROVIDER**" shall not withdraw its personnel without the proper turnover to an incoming service provider to maintain status quo and avoid interruptions in the operations of the Client as provided for in the Appendix 24 of Republic Act 9184 or the Revised Guidelines on the Extension of Contracts for General Support Services. Violation of which shall cause the blacklisting of the "**SERVICE PROVIDER**" from its future participation in the bidding for security services with the "**PROCURING ENTITY**";
6. This Contract of Service shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.

ARTICLE III SCOPE OF RESPONSIBILITY

1. The "**SERVICE PROVIDER**" shall provide qualified and competent security guards to the following offices and facilities of the "**PROCURING ENTITY**" break down as follows:

Office/Facilities	Men Guard	Lady Guard	No. of Guards	Remarks
Field Office III	8	1	9	3 Morning, 3 Mid Shift, 3 Evening Shift
	1		1	8am to 5pm
RRCY	2		2	1 Morning Shift, 1 Mid Shift
TLC	2		2	1 Morning Shift, 1 Mid Shift
HAVEN		1	1	1 Morning Shift
THFW	1	1	2	1 Morning Shift, 1 Mid Shift
RHFG		1	1	1 Morning Shift
DPEO -Aurora	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO -Bataan	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO -Bulacan	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO -Nueva Ecija	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO - Pampanga	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO -Tarlac	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
DPEO - Zambales	3		3	1 Morning, 1 Mid Shift, 1 Evening Shift
TOTAL	35	4	39	

2. In the DSWD Field Office III, there should be one (1) Security Supervisor who will provide technical and administrative works regarding security matters as well as

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act as confidential officer. In all other offices and facilities, the Security supervisor will act also as full time CCTV Operator to manage the moving cameras to be installed inside and outside the said premises in addition to the terms laid down in paragraph (13) of Article V hereof. (Please see attached "Annex C" for qualification and standard of Security Supervisor).

3. The **"SERVICE PROVIDER"** shall be responsible for the following:

3.1. Protect the **"PROCURING ENTITY'S"** buildings, facilities, properties, and personnel belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts. Any incident as such shall be immediately reported to the General Service Chief for the appropriate action.

3.2. Secure and defend from harm the **"PROCURING ENTITY'S"** officials and employees, including its visitors while they are within the area of jurisdiction;

3.3. Implement the **"PROCURING ENTITY'S"** security measures and other security related policies which may be promulgated from time to time,

3.4. Submit daily reports and other reports as may be required by the **"PROCURING ENTITY"** on security activities;

3.5. Monitor and log all leaving and arriving vehicles. A monthly summary report of all vehicles coming in and out of the premises must be submitted to General Services Section.

3.6. Provide Identification Cards (IDs) for all visitors and clients of **"PROCURING ENTITY"**; and

3.7. Implement the **"PROCURING ENTITY'S"** existing Security Protocols and Guidelines on Safety and Security Measures.

4. The **"SERVICE PROVIDER"** shall provide the required security equipment and all its peripherals as indicated in Annex "A" to its security personnel assigned in the Department. The **"SERVICE PROVIDER"** shall facilitate the preventive maintenance, repair and/or replacement of all existing/old surveillance equipment and cameras as may be necessary to ensure the continuity of efficient security services. For every 16-channel 2 in 1 recorder (recorder with NAS) must have a capacity of up to 10 terabyte hard drive CCTV per channel that will be able to record for three (3) to six (6) months. All recordings/footages shall be transferred to a permanent storage before the storage duration expires.

5. The **"SERVICE PROVIDER"** shall supply the CD-RW or hard disk drive that contain the recordings covering previous weeks and/or month/s, and to henceforth submit the same regularly. The recorded CCTV footages must be available for review at all times.

6. All Surveillance Cameras and its peripherals with CCTV Computer-based monitoring device indicated in Annex "A" including wire connections/installations will be donated to the Department upon completion of contract through Deed of Donation. Installation includes the rewriting/adjustment of the existing/old CCTV and its connection to the NAS. The ICTMS may be incorporated in the provision of back up storage for CCTV footages in the future security service contracts with the **"SERVICE PROVIDER"**.

7. The **"SERVICE PROVIDER"** shall provide and turn-over surveillance camera and computer-based Closed-Circuit TV monitor and supply all its peripherals and CDs (CD-Rewritable) or any means of storage for the footages. The compact disc or any other applicable tool to save the surveillance monitor shall become the property of the Department, which shall have the right to retain and/or erase the content of storage

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device/means. Below is the technical specification of the surveillance cameras and other equipment.

For DSWD Field Office III Main Building and Building II

A. 2 SETS OF VIDEO SURVEILLANCE SYSTEMS WITH THE FOLLOWING SPECIFICATIONS

16 units 5 MP Full Time Color Camera (per set)

- 5 MP, 2560 × 1920 resolution
- 24-hour color image
- 130 dB true WDR, 3D DNR
- 3.6 mm, 6 mm fixed focal lens
- Smart Light, up to 20 m white light distance
- 4 in 1 video output (switchable TVI/AHD/CVI/ CVBS)
- IP67

1 unit 16 CHANNEL Turbo HD DVR (per set)

- Support H.265 Pro+/H.265 Pro/H.265 video compression
- Support HDTV/ AHD/ CVI/ CVBS/ IP video input
- Audio via coaxial cable
- Max. 800m for 1080p and 1200 m for 720p HDTV signal transmission
- Up to 10 TB capacity per HDD

1 DIGITAL SURVEILLANCE GRADE HARD DRIVE (per set)

- 8 Terabyte
- (Approx. 1 Month of Recordings running 24/7)

1 UNIT CENTRALIZED POWER SUPPLY (PER SET)

- 18CH 30AMP
- With Steel Enclosure

1 UNIT 43" LED MONITOR (PER SET)

PANDUIT CAT6A UTP CABLES 300M/BOX

INTEX IT-1500VA UNINTERRUPTIBLE POWER SUPPLY (UPS)

The provision of these CCTV cameras, Public Address device and equipment includes coring, rough works, installation and labor, cable pipes, switch hubs, lighting arrester, breaker, AVR, power cable, network cable, CCTV Metal Box and other installation materials. While the Service provider shall perform the existing CCTV cameras and equipment that may require transfer needed with no additional cost to reinforce the areas in Field Office III, 7 DPEOs and 7 Centers.

8. The "SERVICE PROVIDER" shall be accountable for the following:

8.1. Any loss or damages to all property appearing in the inventory Report and/or other reports/documents which serve as proof of the **"PROCURING ENTITY"** ownership of the property; and

8.2. Any damages due to the act, fault or negligence in the performance of duty of the security personnel.

Failure of the **"SERVICE PROVIDER"** to conduct proper maintenance of CCTV cameras/other equipment and provision of the required copy of CCTV recordings within seven (7) working days upon receipt of notice from the General Service, except from the negligence and/or concern of the Department, shall be charged with liquidated damages for non-compliance as stipulated under paragraph (1) of Article IX hereof.

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9. The **"SERVICE PROVIDER"** shall pay for the damages through deduction from its monthly billing. In case that the cost of damages cannot be covered by its collectibles from the **"PROCURING ENTITY"**, the **"SERVICE PROVIDER"** shall pay in cash or restore the property at its expense with one (1) month from notice.

10. The **"SERVICE PROVIDER"** shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor personnel wages/salaries/benefits rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commissions, Philippine Health Insurance, among others. The **"SERVICE PROVIDER"** shall hold the **"PROCURING ENTITY"** free from any liabilities in respect thereto and/or which may arise therefrom in relation to paragraph (8) Article VI hereof.

11. The **"PROCURING ENTITY"** shall provide an updated list every month of physical inventory of properties from the different offices of the Region including seven (7) DPEOs and Centers to the **"SERVICE PROVIDER"**.

12. The security personnel to be provided-by the **"SERVICE PROVIDER"** shall not be related to any DSWD personnel within the 3rd degree of consanguinity or affinity in the area or facilities of the department being serviced and as such, the latter shall not in any matter be liable or responsible for any personal injury or damages, including death, caused by said security personnel assigned to the Department during the lawful performance of their duties.

Other Terms and Conditions:

The **"SERVICE PROVIDER"** must be able to provide, install and make available in the performance of this Contract, the following equipment and system for DSWD Field Office:

- Fifteen (15) hand-held scanners;
- Twenty-Eight (28) handheld radios; 4 RO, 2 per DPEO and Centers

13. The **"SERVICE PROVIDER"** shall be willing to absorb forty percent (40%) of the existing total number of security personnel assigned in DSWD Field Office III, DPEOs and Centers with satisfactory performance

14. The **"SERVICE PROVIDER"** shall pay in advance the salary and other benefits of its security personnel to comply with the labor laws. Any delay and non-payment of salaries and other benefits to any security personnel by the **"SERVICE PROVIDER"** shall constitute as grounds for the immediate termination of the contract.

15. **"NO EMPLOYER-EMPLOYEE RELATIONSHIP RULE"** in relation to paragraph (1) of Article V hereof. The **"PROCURING ENTITY"** shall not be held liable for any claims of the Agency's assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claims arising from or in connection with their employment with the Agency except those required by law to be paid by the Department through the Agency.

16. The **"SERVICE PROVIDER"** shall submit to DSWD together with its monthly invoices, original Daily Time Record, duly certified copy of the immediately preceding payroll and a sworn certification/undertaking duly executed by its General Manager/President stating that all workers and/or personnel assigned to DSWD pursuant to this Agreement have been paid the required minimum wage and other mandatory

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benefits that they are entitled to under the law at least for the previous quarter with a commitment to pay the following quarter. The proof of payment of membership and remittances including the Alpha List of covering at least the previous quarter must support the processing of payment. DSWD shall not process any bills that are not accompanied by the aforementioned document. If the billing is in order, DSWD agrees to pay the Service Provider as soon as possible from receipt of such billings and shall pay within a period of thirty (30) days from its receipt

All billings must be submitted to DSWD every 1st week of the month for timely processing of payment and in compliance to strict implementation of its monthly cash program.

17. The **"SERVICE PROVIDER"** shall not terminate any assigned security guard in any offices of the Department without due process and approval of the **"PROCURING ENTITY"** through its Administrative Division Chief in conjunction with paragraph (14) of Article V hereof.

18. The **"SERVICE PROVIDER"** shall be ready at all times to provide additional security service requirements of DSWD during significant events involving the emergency situations, and/or disaster emergency situations and/or disaster operations at its premises.

19. The **"PROCURING ENTITY"** may increase or decrease the number of assigned regular duty guards whenever necessary during the contract period including provision of additional handheld radio and equipment in case of rallies or public demonstration, disaster and/or emergency situations subject to availability of funds

20. The **"PROCURING ENTITY"** may re-assign or request replacement of the guards any time during the contract period with or without cause.

21. The posting of the security personnel shall be as follows:

Shift	Time	Number of Security
Morning Shift	6:00AM to 2:00PM	15
Office Hours Shift	8:00PM to 5:00PM	1
Mid Shift	2:00PM to 10:00PM	13
Evening Shift	10:00PM to 6:00AM	10
TOTAL		39

A 15-minute period before the start of the shift shall be observed for briefing and transition purposes to wit:

Shift	Time
Morning	5:45 A.M.
Mid Shift	1:45 P.M.
Evening	9:45 P.M.

ARTICLE IV QUALIFICATION OF THE SECURITY PERSONNEL TO BE ASSIGNED

The **"SERVICE PROVIDER"** must ensure that the assigned security guards to the **"PROCURING ENTITY"** shall possess the following qualifications:


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1. Holder of a valid security guard license, license to carry firearms and license/training to use handheld radios;
2. Bonded with at least P1,000 per guard;
3. At least High School graduate but with required training on security services.
4. Must have undergone and completed the pre-licensing training course conducted by the licensed training school accredited by Security Agency and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) containing subjects on public relation, values formation courtesy and discipline.
5. Physically and mentally fit, at least 165 cms. (5'5") in height, 54.5 kgs. (120 lbs.) in weight and not less than 25 nor more than 40 years old;
6. Must have passed the Psychological Test, Drug Test and Medical Clearance;
7. Clearances from Philippine National Bureau of Investigation (NBI) and;
8. Of good moral character as evident by a duly issued certificate.

ARTICLE V DEPLOYMENT, SUPERVISION AND ADMINISTRATION


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1. Both "**PARTIES**" understand that there shall be no employer-employee relationship between the "**PROCURING ENTITY**" and the "**SERVICE PROVIDER**". It is expressly and clearly agreed that the security guards under this Contract shall, in no case, be considered as employees of the "**PROCURING ENTITY**" but shall remain as employees of the "**SERVICE PROVIDER**".
2. The "**SERVICE PROVIDER**" shall deploy thirty-nine (39) security guards (21) to DSWD Provincial Extension Office and (10) to DSWD Regional Office and (8) to Centers and Institutions) to secure and safeguard the Employees and Client's identified premises in accordance with Terms of Reference (Annex "C");
3. The "**SERVICE PROVIDER**" hereby warrants that all its personnel are properly screened and declared physically and mentally fit before deployment to the "**PROCURING ENTITY**" as provided in the Technical Specifications of the bidding document (Annex "A");
4. The "**SERVICE PROVIDER**" shall ensure that its security guards are qualified and able to meet the security requirements of the "**PROCURING ENTITY**" in relation to Article IV hereof;
5. The "**PROCURING ENTITY**" shall have the right to select, change or refuse any security guard assigned by the "**SERVICE PROVIDER**" at any point in time;
6. The "**PROCURING ENTITY**" reserves the right to demand replacement of any security guard at any time for any reason. The "**SERVICE PROVIDER**" shall immediately replace any guard whose behavior, conduct and appearance, performance of duty is not satisfactory to the "**PROCURING ENTITY**". Such replacement shall be effect within twenty-four (24) hours from receipt of request;
7. The "**SERVICE PROVIDER**" shall assume full responsibility for screening and deployment of its security guards.
8. The "**SERVICE PROVIDER**" shall submit a Monthly Detail Schedule of security guards subject to the approval of the; "**PROCURING ENTITY**"
9. "**SERVICE PROVIDER**" shall provide the "**PROCURING ENTITY**" with copies of the 201 files of security guards assigned with the "**PROCURING ENTITY**".
10. Concerns and complaints referred by the "**PROCURING ENTITY**" to the "**SERVICE PROVIDER**" shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the former.
11. The "**SERVICE PROVIDER**" shall always make available relievers and/or replacements to ensure continuous and uninterrupted service in case of absences. Relievers and replacements shall be qualified and carefully selected;


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12. The **"SERVICE PROVIDER"** shall provide adequate and responsible supervision over its personnel and assume full responsibility for the proper and efficient performance of their duties;
13. The **"SERVICE PROVIDER"** shall designate a Security Supervisor who shall be responsible for the overall management and coordination of work to be performed as per contract provisions and shall act as the central point of contact with the **"PROCURING ENTITY"**. The Security Supervisor shall have full authority to act for and in behalf of the **"SERVICE PROVIDER"** while on duty;
14. As employer, the **"SERVICE PROVIDER"** shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel. Provided, however, that the **"PROCURING ENTITY"** may seek immediate replacement or transfer thereof upon determination that the continuous presence of such erring personnel is "detrimental" to the interest of the **"PROCURING ENTITY"**;
15. The **"SERVICE PROVIDER"** shall give a written notice to the **"PROCURING ENTITY"** whenever any of the security guards is to be removed or replaced. Provided that, no security guard already assigned to the **"PROCURING ENTITY"** shall be removed, changed or transferred to any place of assignment, without just cause, and with the concurrence of the **"PROCURING ENTITY"**. Likewise, the replaced security guard shall receive the salary of at least the minimum wage effective at the time he assumed his post;
16. The **"SERVICE PROVIDER"** shall give prior notice to the **"PROCURING ENTITY"** of any personnel replacement and secure its approval prior to actual deployment;
17. The **"SERVICE PROVIDER"** shall not withdraw or replace any security guard involved in any violation of this contract or the **"PROCURING ENTITY"** policies and rules and regulations until after proper investigation has been made by the **"PROCURING ENTITY"**;
18. **"SERVICE PROVIDER"** security guards found to be under the influence of alcohol and/or prohibited drugs shall be immediately replaced from his post, and the **"PROCURING ENTITY"** shall deduct the cost of maintaining the post;
19. The **"SERVICE PROVIDER"** shall require its personnel to use the Bundy clocks in order to properly maintain a record of attendance;
20. The **"SERVICE PROVIDER"** shall require its security guards to wear the prescribed uniform while on duty;
21. The **"SERVICE PROVIDER"** shall rotate or reassign the services of security guards, if applicable, during special activities and emergency situations, or as deemed necessary by the **"PROCURING ENTITY"**, upon request of the latter without additional compensation;
22. The **"SERVICE PROVIDER"** is expected to maintain a satisfactory level of performance throughout the term of contract based on the performance criteria which shall include among others, quality of service delivered, time management, suitability of personnel, contract administration and provision of regular progress reports on the status of office premises in terms of security and provide recommendations, if any. This shall serve as basis for performance assessment and extension or renewal of contract, if applicable;
23. The **"PROCURING ENTITY"** shall have the right to conduct random drug testing to the security guards at least once in the duration of the contract.

ARTICLE VI SALARIES AND BENEFITS OF SECURITY GUARDS

1. The **"SERVICE PROVIDER"**, as the employer, warrants that it is fully knowledgeable of the pertinent provisions of the Labor Code pertaining to the minimum wage and the provisions of the DOLE Department Order No. 150-16 to ensure the adequacy of the compensations of its guards;

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2. The **"SERVICE PROVIDER"** shall pay each of the security guards the monthly salaries and other fringe benefits in accordance with the Labor Code of the Philippines, pertinent laws, decrees, and other existing issuances governing private employment. As such, the **"SERVICE PROVIDER"** hereby warrants faithful compliance with all the laws, rules and regulations pertaining to employment in the private sector, which are now existing or may hereafter be enacted, including but not limited to the minimum wage, social security, compensation and medical requirements;
3. The **"SERVICE PROVIDER"** hereby assumes full responsibility for its compliance with all labor laws and regulations applicable under this Contract and for liability or claim, personal or otherwise, including that arising from death due to the **"SERVICE PROVIDER"** personnel or third parties by reason of negligence, indifference, disobedience, arbitrary conduct, or any act attributable to its personnel;
4. The **"SERVICE PROVIDER"** shall assume full responsibility on any claim for any compensation on injuries from accidents of the security guards or security officers assigned to the **"PROCURING ENTITY"** in connection with the performance of their duties and shall free the **"PROCURING ENTITY"** from any suit in connection therewith;
5. The **"SERVICE PROVIDER"** shall furnish the **"PROCURING ENTITY"** with proof of receipt that it has paid its personnel assigned in accordance with labor laws. The **"AGENCY"** shall submit duly notarized monthly report of payment/remittance of SSS, Philhealth, Pag-ibig, and other lawful benefits. The monthly report should be submitted to the **"PROCURING ENTITY"**;
6. The **"SERVICE PROVIDER"** grants the **"PROCURING ENTITY"** authority to deduct the proportional amount from the former's fees, in cases of the tardiness and absences of its personnel.
7. Should there be any complaint from the **"SERVICE PROVIDER"** personnel regarding any delay of salary, non-payment of overtime and holiday pays, non-remittances of government dues, the **"PROCURING ENTITY"** may require the former to explain in writing the reason/s of the delay and the **"PROCURING ENTITY"** may demand from the **"SERVICE PROVIDER"** documents evidencing payment of salaries, overtime and holiday pays and remittance of government dues as a pre-requisite to the payment of service fees;
8. The **"PROCURING ENTITY"** may demand from the **"SERVICE PROVIDER"** copies of its payrolls, SSS, Pag-ibig remittances and other documents from time to time to ensure strict compliance by the **"SERVICE PROVIDER"** with labor and related laws and its implementing rules and regulations. Failure of the **"SERVICE PROVIDER"** to fulfill this obligation will cause the termination of this Contract.

ARTICLE VII CONTRACT RATE AND TERMS OF PAYMENT

1. The **"SERVICE PROVIDER"** shall bill the **"PROCURING ENTITY"** monthly and the Obligation and payment shall be based on the actual expenses incurred by the **"SERVICE PROVIDER"**. The **"PROCURING ENTITY"** shall pay the **"SERVICE PROVIDER"** within thirty (30) days upon receipt of the bill, daily time records of the security guards, certificates of service rendered and other required reports.
2. A creditable withholding tax shall be deducted from the monthly gross bill amount broken down as follows:

Expanded Value Added Tax (EVAT) -	5%
Expanded Withholding Tax	- 2%

3. The **"PROCURING ENTITY"** shall pay the **"SERVICE PROVIDER"** the corresponding service fee as indicated in the Official Bid Form and Price schedule submitted by the **"SERVICE PROVIDER"** (Annex "B"), which shall be an integral part of this contract.

ARTICLE VIII PERFORMANCE BOND

1. The **"SERVICE PROVIDER"** shall post a performance and surety bond to answer faithful compliance with this Contract and to answer for any and all losses, claims, liabilities or damage which may be incurred by the **"PROCURING ENTITY"** by reason of the former's failure to perform its obligations under this Contract.
2. Five percent (5%) of the total contract price in the form of cash, cashier's check or manager's check issued by a universal bank; bank draft, bank guarantee or irrevocable letter of credit issued by a Universal or Commercial bank if issued by a foreign bank; or
3. Thirty percent (30%) of the total contract price in the form of surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

ARTICLE IX LIQUIDATED DAMAGES

1. The applicable rate for which the **"SERVICE PROVIDER"** shall be answerable is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.
2. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten (10%) of the amount of the contract, the **"PROCURING ENTITY"** may rescind the contract, without prejudice to other courses of action and remedies available to it.

ARTICLE X CONFIDENTIALITY AGREEMENT

The **"SERVICE PROVIDER"** undertakes to ensure that all the Security personnel under its employment understand that they shall not disclose or bring any proprietary information belonging to the **"PROCURING ENTITY"** including the employees of the latter for which they have come to encounter or have accessed in the discharge or performance of their duty without the consent of the latter.

Likewise, the **"SERVICE PROVIDER"** agrees to abide with the mandates of Republic Act 10173 otherwise known as "Data Privacy Act of 2012".


MARITES M. MARISTELA, CESO III


ARMONT C. PECINA


ANGELICA T. LAFUENTE


RYAN J. CALADIAO


IN WITNESS WHEREOF the "PARTIES" hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For:

For:

DEPARTMENT OF SOCIAL
WELFARE AND DEVELOPMENT
FIELD OFFICE III:


BESTGUARDS SECURITY SERVICES
PHILS. INC.


MARITES M. MARISTELA
Regional Director


RYAN M. CALADIO
President

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

SIGNED IN THE PRESENCE OF:


ANGELICA T. LAFUENTE
Regional Accountant


ARMONT C. PECINA
DC, Administrative Division

ACKNOWLEDGEMENT

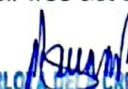
Republic of the Philippines)
Province of San Fernando, Pampanga s.s.
City of San Fernando, Pampanga

BEFORE ME this 25 day of JAN 2022 at the City of San Fernando, Pampanga
in the Philippines personally appeared:

NAME	ID DETAILS	ISSUED ON/ISSUED AT
MARITES M. MARISTELA	ID # 90-0102	JULY 25, 2019/Q.C.
RYAN M. CALADIO	_____	_____

Known to me and to me known to be the same persons who executed the foregoing contract consisting of eleven (11) pages including this page, for the purpose set forth therein and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.


CARLOS A. CRUZ-MANALO
Notary Public
Extended Until June 30, 2022
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