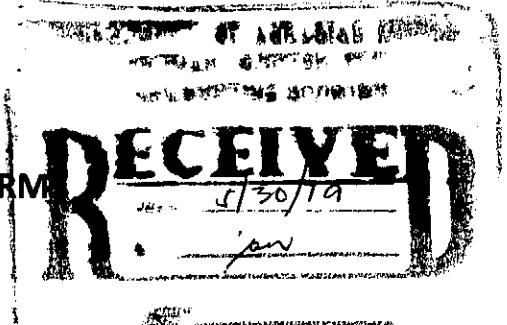


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT: PROVISION OF SECURITY SERVICES FOR CY 2019 FOR THE DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO) FOR A PERIOD OF SEVEN (7) MONTHS FROM JUNE 1, 2019 to DECEMBER 31, 2019

REFERENCE: DAR BAC Resolution No. 18, Series of 2019

CONTRACT AGREEMENT

THIS AGREEMENT made this 31st day of May 2019 between the **DEPARTMENT OF AGRARIAN REFORM (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **TOPWATCH SECURITY AND INVESTIGATION SERVICES, INC.** of #13 Dr. Maldo del Rosario Street, Brgy. Kapasigan, Pasig City, (hereinafter called "the Supplier") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Procurement of Security Services for CY 2019 for the Department of Agrarian Reform Central Office for a period of seven (7) months, and has accepted a Bid by the Supplier for the same, in the sum of **PHILIPPINE PESOS THIRTEEN MILLION ONE HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED TWO AND 97/100 ONLY (PhP13,172,702.97)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

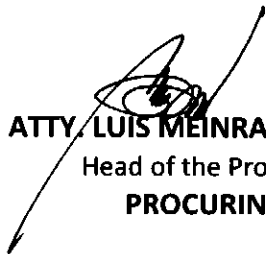
- (A) Topwatch Security and Investigation Services, Inc.'s Eligibility Documents, Technical Financial Proposals and Supplemental Bid Bulletin (SBB) No. 1 duly acknowledged/signed by the bidder;
- (B) the Schedule of Requirements;
- (C) the Technical Specifications;
- (D) the General Conditions of the Contract;
- (E) the Special Conditions of the Contract;
- (F) the Performance Security;
- (G) the Procuring Entity's Notice of Award;
- (H) Security Plan which has been approved by the authorized representative of the end-user

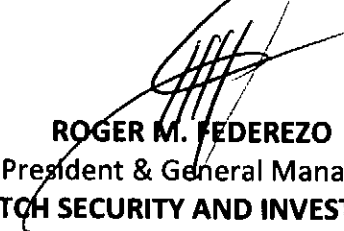
DAR BUDGET DIVISION	
7 OBLIGATED	
O.R.S No.: 02-101101-2019-05-04100	Date: MAY 30 2019
A.P.: 10000000000000	Acct. Code: 5021 20 9000
Fund: 10000100001000	Amount: PhP13,172,702.97
Resp. Code: Admin. Mandate	Control #: 2142

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract. In case of delays in the delivery/performance of the required services specified in this Contract due to the Supplier's fault, the Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind the contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


ATTY. LUIS MEINRADO C. PAÑGULAYAN
Head of the Procuring Entity
PROCURING ENTITY



ROGER M. FEDEREZO
President & General Manager
TOPWATCH SECURITY AND INVESTIGATION SERVICES, INC.
SERVICE PROVIDER

WITNESSES


PRIMO C. LARA
OIC- Director, Administrative Service


JOSELITO V. BERNARDINO
Operations Manager

Certified Funds Available:


DENNIS G. RAMOS
OIC-Accounting Division
04/07-161101 - 2019-05-4100
P 13,172,702.97

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this MAY 31 2019 day of _____ 2019 personally appeared:

Name	Competent Evidence of Identity
ATTY. LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
ROGER M. FEDEREZO	Passport No. EC58128291 (valid until October 27, 2020)

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date place first above written.

Doc. No. 32
Page No. 7
Book No. XV
Series of 2019

Floribond C. Rous
ATTY. FLORIBOND C. ROUS
NOTARY PUBLIC
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323525-01-03-19/Q.C.
IBP LIFETIME No. 00315
ROLL No. 25769/ TIN 142-154-935
MCLE 5 Comp. 00001549; 1-22-2014
Adm Matter No. 162/RTC- QC/2019