

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

CONTRACT : Security Services for the DAR Central Office for CY 2021 (2nd RE-BID)
REFERENCE : DAR Primary-BAC Resolution No. 17 series of 2021

CONTRACT AGREEMENT

THIS AGREEMENT made the 1st day of July 2021 between **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Entity") of the one part and **TOP WATCH SECURITY AND INVESTIGATION SERVICES, INC** of #13 Dr. Maldo del Rosario Street, Brgy. Kapasigan, Pasig City, Philippines (hereinafter called "the Service Provider") of the other part;

WHEREAS, on April 29, 2021, the Entity invited Bids for certain goods and ancillary services, particularly Procurement of Security Services for the DAR Central Office for CY 2021 (June 1, 2021 to December 31, 2021) and has accepted a Bid by the Service Provider for those goods and services in the sum of **Philippine Pesos Thirteen Million Nine Hundred Fifty-One Thousand Nine Hundred Eighty-Five and Seventy-Four Centavos only (₱13,951,985.74)** inclusive of taxes.

WHEREAS, as resolved by the Bids and Awards Committee (Primary) through Resolution No. 17 series of 2021 dated May 27, 2021, **TOP WATCH SECURITY AND INVESTIGATION SERVICES, INC.**, is awarded the contract for Security Services for a period of six (6) months only, as the procurement process was not completed within the month of May, 2021, thus, from July 1, 2021 to December 31, 2021 in the sum of **Philippine Pesos Eleven Million Nine Hundred Fifty-Eight Thousand Eight Hundred Forty-Four and Ninety-Two Centavos only (₱11,958,844.92)** being the Lowest Calculated and Responsive Bidder (LCRB), (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

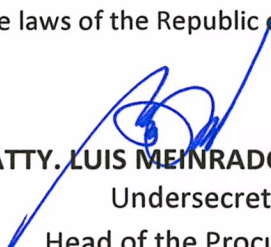
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - I. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

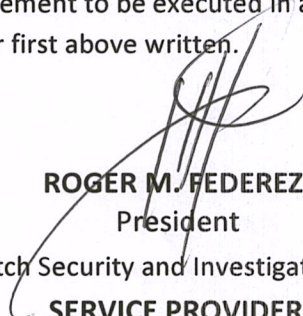
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- IV. Notice of Award of Contract; and the Bidder's conforme thereto; and
- V. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum **Philippine Pesos Eleven Million Nine Hundred Fifty-Eight Thousand Eight Hundred Forty-Four and Ninety-Two Centavos only (₱11,958,844.92)** or such other sums as may be ascertained, **Top Watch Security and Investigation Services, Inc.** agrees to provide Security Services for CY 2021 for a period of six (6) months from July 1, 2021 to December 31, 2021 in accordance with his/her/its Bid.
4. The **Department of Agrarian Reform (DAR)** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding 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 performance of the required services specified in this Contract due to the Service Provider's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent 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 or terminate the Contract pursuant to Section 68 of the 2016 revised IRR of RA 9184, without prejudice to other courses of action and remedies open to it.

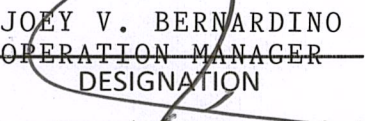
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


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

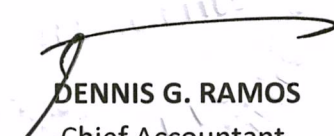

ROGER M. FEDEREZO
President
Top Watch Security and Investigation Services, Inc.
SERVICE PROVIDER

WITNESSES:


CUPIDO GERRY D. ASUNCION
Director, Administrative Service


JOEY V. BERNARDINO
~~OPERATION MANAGER~~
DESIGNATION
Top Watch Security and Investigation Services, Inc.

Certified Funds Available:


DENNIS G. RAMOS
Chief Accountant

01/02-2021-08-UTOW
P 11,958,844.92

REPUBLIC OF THE PHILIPPINES) S.S.

QUEZON CITY
PASIG CITY

ACKNOWLEDGMENT

AUG 23 2021

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this _____ day of _____ 2021 personally appeared:

Name Competent Evidence of Identity

ATTY. LUIS MEINRADO C. PAÑGULAYAN TIN No. 105-329-620

ROGER M. FEDEREZO TIN No. 109-875-618-000

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.

NOTARY PUBLIC
Until December 31, 2021

Doc. No. 91
Page No. 104
Book No. XII
Series of 2021

Jose B. Constantino
ATTY. JOSELITO B. CONSTANTINO
NOTARY PUBLIC FOR
PASIG, SAN JUAN and PATEROS
Until December 31, 2022
G/F Pasig City Hall Brgy. San Nicolas Pasig City
ROLL NO. 31102 / 05-04-1981
IBP NO. 134121 / 12-09-2020
PTR NO. 6998601 / 01-04-2021
MCLE NO. VI- 0008017 valid until April 14, 2022
TIN NO. 232-580-923-000
APPOINTMENT NO. 55 (2021-2022)
CONTACT NO# 09273112426-09499240131