

CONTRACT AGREEMENT

THIS AGREEMENT, made this 9th day of January, 2024 between the **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE VII**, a Government entity organized and existing under the laws of the Philippines, with principal place of business at Sudlon, Lahug, Cebu City, represented in this Contract by **LENIN S. BERNALES, Acting Director IV**, hereinafter called the "Entity" of the one part and **L AND G SECURITY & INVESTIGATION AGENCY** with principal place of business at **905 B D. Jakosalem Street, Brgy. Zapatera, Cebu City, Philippines**, represented by **LUCELITA L. LIAZ, Sole Proprietor**, hereinafter referred to as the "Supplier" of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the **Provision of Security Services for FY 2024** and has accepted a Bid by the Supplier for the supply of those services in the sum of PESOS: **EIGHT HUNDRED TWELVE THOUSAND THREE HUNDRED NINETY-EIGHT PESOS AND 56/100 CENTAVOS ONLY (Php 812,398.56)**; hereinafter called "the Contract Price", for the period **January 1, 2024 to December 31, 2024**.

WHEREAS, additional provisions of this contract are presented in the Annex A: Terms of Reference for the Contract of the Provision of Security Services for FY 2024 (DBM ROVII).

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;
 - iii. Performance Security;
 - 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, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of **EIGHT HUNDRED TWELVE THOUSAND THREE HUNDRED NINETY-EIGHT PESOS AND 56/100 CENTAVOS ONLY (Php 812,398.56)** or such other sums as may be ascertained, **L and G Security & Investigation Agency** agrees to provide the services and to remedy defects therein in accordance with his/her/its Bid.



4. The **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE VII** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.


LENIN S. BERNALES
Acting Director IV


LUCELITA L. LIAZ
Sole Proprietor

for:
Department of Budget and Management
Regional Office VII

for:
L and G Security & Investigation Agency

SIGNED IN THE PRESENCE OF:


MARICOR U. BAQUIAL
Acting Director III


GIRLY B. CAPILLANES
Administrative Officer

CERTIFIED FUNDS AVAILABLE:


LISETTE ALODIA T. AURES
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CEBU) S.S.

BEFORE ME, a Notary Public for and in the City of Cebu, Philippines, this _____
day of 09 JAN 2024 personally appeared:

NAME IDENTIFICATION NUMBER

LENIN S. BERNALES DBM ID 1060
Note: Only Lucelita Liaz

LUCELITA L. LIAZ CC ID # DL-01619853-1 personally appeared before me.

all known to me to be the same persons who executed the foregoing Contract Agreement and acknowledged that the same is executed with their own free and voluntary act and deed in the capabilities in which they appear.

This instrument refers to the Contract Agreement consisting of eight (8) pages including this page on which the acknowledgement is written, all of which have been signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereto set my hand and affix my Notarial Seal on the date and at the place indicated.

[Handwritten signature]

Doc. No. 250 ;
Page No. 51 ;
Book No. 3 ;
Series of 2024.



[Handwritten signature]
ATTY. KRISTINE JOYCE F. BATUCAN
Notary Public-Cebu City
Notarial Commission #120-23 expires 12-31-2024
Office of the Vice Mayor, Ground Floor, Legislative Building,
Cebu City Hall, M. J. Briones St., Brgy. Sto. Niño, Cebu City
Roll of Attorneys No. 75759
IBP No. 388424/ 02 Jan 2024/ Cebu City
PTR No. 2497907/ 02 Jan 2024/ Cebu City
MCLE Compliance No. VII-0009169 valid until 14 Apr 2025
Email Ad: attykristinebatucan@gmail.com

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Annex A

TERMS OF REFERENCE FOR THE CONTRACT OF THE PROVISION OF SECURITY SERVICES FOR FY 2024 (DBM ROVII)

1. Schedule of Work and Places of Assignment or Station

The L and G Security & Investigation Agency shall provide security guard services to DBM ROVII (to be known as the "CLIENT") at its premises located at the DBM ROVII, Sudlon, Lahug, Cebu City.

SCHEDULE OF WORK (Seven (7) days a week (Mondays to Sundays, including Holidays)			TOTAL NUMBER OF SECURITY GUARDS
7:00 AM - 3:00 PM	3:00 PM – 11:00 PM	11:00 PM – 7:00 AM	
1	1	1	3

As of January 8, 2024, there are 25 DBM RO VII employees out of the 34 plantilla positions served by the security guards.

2. Functions and Duties of the Guards

The guards are to maintain peace and order at the aforementioned premises; to watch, safeguard and protect the property of the DBM ROVII from theft, robbery, arson, trespass, and destruction/damage or loss, to protect the directors, officers, employees, visitors and guests of DBM ROVII from assault, harassment, threat or intimidation or other unlawful acts, and to enforce and implement rules, policies and regulations of the DBM ROVII aimed at maintaining security and safety threat. The DBM ROVII may also prescribe additional duties to the guards in the enforcement of regulations and instructions.

3. Limitation of Scope

The scope of security services shall be limited to the discharge of security functions. Performance of tasks that may be assigned not essential, necessary or related to the security function shall not be construed as an acceptance of accountability but a mere accommodation to the DBM ROVII. Any resulting loss or damage from such accommodation shall be the sole responsibility of the DBM ROVII.

4. Guard Force

The L and G Security & Investigation Agency shall provide the DBM ROVII with qualified and uniformed three (3) security guards who shall render 24 hours daily duty at the premises of the DBM ROVII including Saturdays, Sundays, and Holidays. It is agreed further that the number of guards may be increased or decreased anytime at the discretion and upon written request of the DBM ROVII depending upon the security situations and exigency of the service.

5. Qualifications of Guards

Each of the security guards to be assigned by the L and G Security & Investigation Agency to the DBM ROVII must be:

- a.) Of good moral character and reputation, courteous, alert and without criminal or police record;
- b.) Physically and mentally fit not less than 21 years of age; with complete medical clearance (including drug test, neuro-psychological test and Hepa B);
- c.) Duly licensed and must present Bio-Data, Barangay, Police & NBI Clearance;

- d.) In proper uniform and armed with a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty; and
- e.) In possession of such other qualifications required by Republic Act No. 5487 as amended.
- f.) With adequate first aid training during the first month of service.
- g.) Fully vaccinated

6. Due Diligence Period

Starting on the effectivity date of the engagement, the DBM ROVII and the L and G Security & Investigation Agency agree to provide a three (3) month due diligence period to validate assumptions of the service delivery model, to determine requirements which may not have been defined earlier or to refine the service to DBM ROVII's specification and to establish the good faith of the parties to the contract. Should parties be amenable to the necessary amendments identified during this period, the contract and resulting amendments shall be deemed in full effect and force. Non-compliance of any of the requirements may result to a low performance evaluation rating and may constitute a ground for non-recommendation for future government contracts.

7. Contractual Considerations

For and in considerations of the services rendered by the L and G Security & Investigation Agency to the DBM ROVII during the effectivity of this Agreement, the DBM ROVII shall pay the L and G Security & Investigation Agency the amount equivalent to the salary per Security Guard of P500.00 per day (P15, 210.00 per month) and benefits mandated by law, inclusive of administrative overhead and VAT.

The L and G Security & Investigation Agency shall be entitled to an adjustment of the stipulated price in this Agreement in the event that the minimum wage is increased or in the event that increased fringe benefits in favor of the employees are promulgated by law, decree or wage order subsequent to the execution of the Agreement. Said adjustment shall be equivalent to the amount of increase in the minimum wage and/or benefits and other concomitant increases related thereto. The corresponding adjustment in the contract cost shall be subjected to a new negotiation agreeable to both parties.

8. Review/Audit of Bills

The DBM ROVII shall be given 15 days to review/audit the L and G Security & Investigation Agency's invoice, within which time the DBM ROVII may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the L and G Security & Investigation Agency for appropriate correction or revision in which case, the DBM ROVII shall have 15 days from receipt of the corrected invoice within which to settle the same.

9. Billing Requirements

The L and G Security & Investigation Agency shall support its billings with DBM ROVII approved daily time records and summary of logs from the watchman's clock verified by the roving supervisor (for the concerned nightshift security guard) as proof of services rendered to the DBM ROVII within 15 working days after the end of the applicable month. Should the DBM ROVII subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the DBM ROVII's request.

10. Amounts Earmarked and Held in Trust

The L and G Security & Investigation Agency understands that by virtue of Philippine Laws, DO-18A and the L and G Security & Investigation Agency acting for the DBM ROVII as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished or delayed. The DBM ROVII shall be free from liability on such

expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to the DBM ROVII's fault or negligence.

11. Supervision and Control

The L and G Security & Investigation Agency shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the DBM ROVII on the matter. The L and G Security & Investigation Agency shall closely check the guards in the performance of their duties and responsibilities by conducting inspection at any time of the day or night to ensure they properly discharge their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DBM ROVII.


The L and G Security & Investigation Agency shall provide the schedule of guarding services in writing as well as the names of the guards assigned to each shift and adhere to this schedule, unless provided otherwise by virtue of a written notice duly approved by the DBM ROVII. In no case shall a guard render service beyond his scheduled working hours and/or in substitute of the incoming guard unless otherwise authorized, service rendered in violation hereof will not be paid.

12. Equipment and Uniform

The L and G Security & Investigation Agency shall equip the guards with duly licensed firearms, ammunition, nightsticks, uniforms and other paraphernalia for security purposes.

L and G Security & Investigation Agency shall provide each Security Guard with the following:


Uniform Set

- 
- a. Bass jacket, short sleeve upper
 - b. Black Formal Shoes
 - c. Blue Pants
 - d. Pershing cap
 - e. Night stick/Truncheon
 - f. Whistle
 - g. Holster
 - h. Medicine Kit
 - i. Flashlights
 - j. Service Firearm (see 6.a of the Technical Specifications)
 - k. Patrol checklist/writing pen/Tickler
 - l. Handcuff
 - m. Hand held Radio with holder (walkie-talkie)

Equipment/Tools

- 
- a. Raincoat

13. Retention Period of Records



The L and G Security & Investigation Agency shall maintain records of its services for a period of 12 months. These records pertain to logbooks, log sheets, correspondences, incident and investigation reports and other records generated in the conduct of performing the L and G Security & Investigation Agency services, which must be submitted to the DBM ROVII for safekeeping.

14. Client Responsibility to Insure

The DBM ROVII shall obtain adequate and reasonable insurance to protect its properties. The L and G Security & Investigation Agency shall be free from any liability, except when



damage or losses are attributable to the negligence or failure in the discharge of the duties of L and G Security & Investigation Agency personnel. Such liability shall be limited to the resulting participation charges. In the absence of insurance, the amount of liability shall be limited to the amount of participation charges had there been coverage for insurance.

15. Liabilities

The DBM ROVII shall not be responsible for any and all claims for personal injury or death cause to any of the guards or to any third party where such injury or death arises out of or in the course of the performance of guard duties, it being understood that the security guard's heirs claims in connection with his employment or the third-party claims shall be borne by and the sole liability of the L and G Security & Investigation Agency.

The L and G Security & Investigation Agency, shall be responsible in case of loss or damage to the property of the DBM ROVII, except those which can be easily transported or disposed of or which cannot be considered as bulky such as, but not limited to, pocket calculators, jewelries and cash, occurring or taking place during the tour of duty of the guards of the L and G Security & Investigation Agency and made known in writing to the latter within seventy-two (72) hours from the time of occurrence; provided that such loss or damage is due to traceable solely to the negligence, fault, dishonesty or dereliction of duty of the security guards; and provided further, that the L and G Security & Investigation Agency shall be responsible only in case of loss or damage of the reported property of the DBM ROVII whenever there is a clear showing that the door, window or other points of entrance/exit were subjected to force. The maximum liability of the L and G Security & Investigation Agency in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. The DBM ROVII shall have no authority to automatically deduct its claim under this paragraph for the agreed fees of guard services due to the L and G Security & Investigation Agency not to withheld payment of the same without the approval of the L and G Security & Investigation Agency.

The L and G Security & Investigation Agency shall not be liable for loss and/or damages due to (a) fortuitous events or force majeure beyond the control and competence of the guard to prevent; and (b) orders of the DBM ROVII beyond the scope of this Agreement.

The L and G Security & Investigation Agency and DBM ROVII hereby agrees to equitably share in the damage/loss due to the contributory negligence of both parties.

16. Replacement of Any Guards

The DBM ROVII may have a guard changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the DBM ROVII. The judgement of the DBM ROVII on such matters shall be final and binding should the L and G Security & Investigation Agency refuse, the former may consider the same valid cause for the termination of contract. It is understood that prior to the Security Guards deployment, the L and G Security & Investigation Agency shall present to the DBM ROVII the Guards Biodata; Security Guard License; Barangay, Police and NBI Clearance; Medical Certificate; Drug Test, and Neurological and Psychological Test Result.

17. Confidentiality Clause

The Security Guards provided by the L and G Security & Investigation Agency shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the DBM ROVII and not to disclose to any third party all confidential information received from or entrusted by the DBM ROVII. The Security Guards shall be prohibited from using the confidential information or documents received or entrusted by the DBM ROVII for purposes other than compliance with its obligations as Security Guards.

18. Capacity of the Security Agency

The L and G Security & Investigation Agency shall maintain its good standing and remain a competent security agency, financially capable of acting as an independent contractor and shall obtain all necessary licenses and permits and comply with all laws, ordinances and regulations required for all security agencies. If the DBM ROVII has reason to believe that the L and G Security & Investigation Agency has failed to comply with a law or regulations regulating employment of labor, the DBM ROVII may then notify the L and G Security & Investigation Agency accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the DBM ROVII, the DBM ROVII shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the DBM ROVII may institute for damages he has suffered thereby.

19. Term of Contract

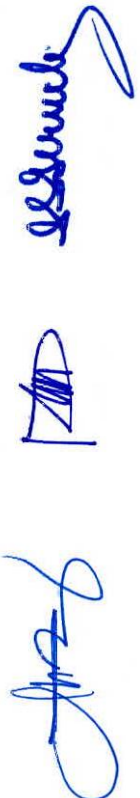
The period of services shall take effect on January 1, 2024 for a period of one (1) year. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party thirty (30) days prior the intended date of termination.

20. Other Provisions

No modification of the Contract shall be made except in writing signed by the DBM ROVII and the L and G Security & Investigation Agency.

The L and G Security & Investigation Agency shall not assign, transfer, pledge or make other dispositions of the contract or any part thereof, except with the prior written consent of the DBM ROVII.

In the case of a dispute between the Procuring Entity and the Service Provider, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004" and the procedures provided by Republic Act No. 9184, as applicable.





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE VII

Notice of Award

January 3, 2024

LUCELITA L. LIAZ

Sole Proprietor
L and G Security & Investigation Agency
905 B D. Jakosalem St., Brgy. Zapatera,
Cebu City

Dear **Ms. Liaz**:

We are happy to notify you that your Bid received by this office on October 25, 2023 for the execution of the **Provision of Security Services for FY 2024**, for the Contract Price of equivalent to PESOS: EIGHT HUNDRED TWELVE THOUSAND THREE HUNDRED NINETY-EIGHT PESOS AND 56/100 CENTAVOS ONLY (Php 812,398.56), in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) calendar days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Truly yours,

 Digitally signed
by Bernales
Lenin Sotto

LENIN S. BERNALES
Acting Director IV

Conforme:


ADELARDO / ODP SIGA
L and G Security & Investigation Agency
Date: JANUARY 3, 2024



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE VII

NOTICE TO PROCEED

January 11, 2024

LUCELITA L. LIAZ

Proprietor

L and G Security & Investigation Agency
905 B. D. Jakosalem St., Brgy. Zapatera,
Cebu City

Dear Ms. Liaz:

The attached Contract Agreement having been approved, notice is hereby given to **L and G Security & Investigation Agency** that work may commence on the **Provision of Security Services for FY 2024**, effective **January 1, 2024 until December 31, 2024**.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Contract Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the **Department of Budget and Management Regional Office VII**.

Truly yours,

 Digitally signed by
Bernales Lenin Setito

LENIN S. BERNALES

Acting Director IV

 Digitally signed by
Bernales Lenin Setito

I acknowledge receipt of this Notice on

January 11, 2024

Name of the Representative of the Bidder:

GILLY B. CARMANES

Authorized Signature: _____

