



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

December 13, 2023

MS. RITA R. GONZALES

Security Director
CIRCA SECURITY & INVESTIGATION INC.
30-A Goldstar Bldg., Malhacan, Meycauyan, Bulacan

NOTICE OF AWARD

Dear Ms. Gonzales:

We are pleased to inform you that the Contract for the PROVISION OF SECURITY SERVICES of DepEd NCR ROP & NEAP Marikina City for CY 2024 is hereby awarded to you as the Bidder with the Lowest Calculated and Responsive Bid at a total contract amount of **Three Million Three Hundred Sixty-Three Thousand One Hundred Eighty-One Pesos and Ninety-Two Centavos (Php3,363,181.92)**.

You are therefore required, from receipt of this Notice of Award, to formally enter into contract with us, and submit the Performance Security within ten (10) days from receipt hereof. Failure to enter into contract or provide Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


JOCELYN DR. ANDAYA
Director IV

CONFORME:

Name & Signature:  WINNIE R. MACARES

Date: 12/18/2023





Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

December 14, 2023

MS. RITA R. GONZALES

Security Director
CIRCA SECURITY & INVESTIGATION INC.
30-A Goldstar Bldg., Malhacan, Meycauyan, Bulacan

NOTICE TO PROCEED

Dear Ms. Gonzales:

With the executed Contract on the PROVISION OF SECURITY SERVICES of DepEd NCR ROP & NEAP Marikina City for CY 2024, you are advised to proceed upon receipt of this Notice, in accordance with the terms and conditions thereof.

Very truly yours,

JOCELYN DR. ANDAYA
Director IV

CONFORME:

Name & Signature: Winnie R. Monares

Date: 12/29/2023





Republic of the Philippines
Department of Education
 NATIONAL CAPITAL REGION

CONTRACT FOR SECURITY SERVICES AT DEPED NCR NEAP MARIKINA CITY

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT executed and entered into by and between:

CIRCA SECURITY AND INVESTIGATION INC., a corporation duly organized and existing under the laws of the Philippines, with principal offices at #30-A Goldstar Building, Malhacan Road, Malhacan Meycauayan City, Bulacan herein represented by WINNIE R. MONARES, ASD for Administration and hereinafter referred to as the AGENCY.

And

REPUBLIC OF THE PHILIPPINES, DEPARTMENT OF EDUCATION-NATIONAL CAPITAL REGION, a government agency duly organized and existing under the laws of the Philippines with principal address at Misamis St., Bago Bantay, Quezon City, herein represented by JOCELYN DR. ANDAYA, Director IV, hereinafter referred to as the CLIENT.

WITNESSETH:

WHEREAS, the provision of security services of DepEd NCR has an ABC of Php3,383,008.44;

WHEREAS, only Circa Security & Investigation, Inc. availed the Bidding Documents and submitted its bid proposal within the deadline of submission on November 22, 2022 at 12:00 Noon;

WHEREAS, the public bidding was held on November 22, 2022 at 2:00 PM;

WHEREAS, after post-qualification of the bid of Circa Security & Investigation, Inc., it was declared by the BAC as the Single Calculated and Responsive Bid and recommended for Award of the Contract per BAC Resolution No. 84, s. 2023 and a Notice of Award was issued;



Address: Misamis St., Bago Bantay, Quezon City

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Website: depedncr.com.ph

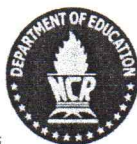
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NOW, THEREFORE, for and in consideration of the foregoing, and the mutual terms and conditions herein below stated, the parties hereto hereby agree as follows:

1. **GENERAL STATEMENT OF SERVICES** - The CONTRACTOR shall render security services to and shall provide the CLIENT with three (3) security guards, who possess all the qualifications under the Private Security Agency Law and the implementing Rules and Regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP, SOSIA) and such other requirements as herein below stipulated for the purpose of keeping watch over and giving adequate protection at the CLIENT's premises and officers, employees, visitors from robbery, theft, pilferage, arson, vandalism, trespassing, crime against persons and other unlawful acts that may be committed by any person or group of persons, as well as to maintain the general peace and order, safety and security within the premises, of DepEd-NCR at the NEAP NCR located at Cepeda St., Concepcion, Marikina City.
2. **SCOPE OF SERVICE** - The AGENCY shall provide and make available to the CLIENT, on a daily basis, including Sundays and Holidays, three (3) guards including an Officer-In-Charge to render eight (8) hours daily duty each.
3. **CONTRACT AMOUNT** - For and in consideration of the services to be rendered by AGENCY, the CLIENT agrees to pay the amount of **ONE MILLION ELEVEN THOUSAND SEVEN HUNDRED SIXTY-NINE PESOS AND THIRTY-TWO CENTAVOS (PHP1,011,769.32)** inclusive of VAT and administrative costs, for the seven (7) guards on the basis of 8 hours duty of work daily, payable on or before the 15th of each month for the services rendered during the first half month and the other half on or before the end of the month for services rendered during the second half of the month, subject to the presentation of the Biometric Daily Time Record (DTR) counter checked by the CLIENT's Head of Personnel Unit, the bill or statement of account, and proof of remittance to the SSS, Philhealth, State Insurance Fund, Pag-IBIG Fund, Retirement Benefit, and payroll in the preceding month.
4. The **AGENCY** shall pay each guard a regular monthly pay computed as follows:



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PARTICULAR	DAY SHIFT	NIGHT SHIFT
Days worked per week	7 days	7 days
No. of days / year	395	395
Hours worked	8 hours	8 hours
1) Amount Given Directly to Guard		
Daily Wage (DW) for 12 hrs. (Wage Order No. NCR-20, effective June 2, 2016)	610.00	610.00
Ave. Pay/Month	20,079.17	20,079.17
Night Differential Pay	0.00	2,007.92
13 th Month Pay	1,546.18	1,546.18
Uniform Allowance	100.00	100.00
5 Days Incentive Pay	254.17	254.17
TOTAL AMOUNT DIRECTLY TO GUARD	21,979.52	23,987.44
2) AMOUNT TO GOVERNMENT IN FAVOR OF THE GUARD		
Retirement Benefit	1,143.75	1,143.75
SSS PREMIUM (Employer Share)	1,900.00	1,900.00
WISP	47.50	237.50
PHILHEALTH CONTRIBUTION (Employer Share)	401.58	401.58
STATE INSURANCE (ECC)	30.00	30.00
PAG - IBIG FUND	100.00	100.00
Total Amount to Government	3,622.83	3,812.83
A. TOTAL AMOUNT TO GUARD AND GOVERNMENT	25,602.35	27,800.27
B. ADMINISTRATIVE OVERHEAD	1,536.14	1,668.02
C. Value Added Tax (VAT) (Agency fee x 12% VAT (RMC-039-2007)	184.34	200.16
D. MINIMUM CONTRACT RATE PER CATEGORY	27,322.83	29,668.45



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E. NO. OF GUARD PER CATEGORY	2	1
F. TOTAL MONTHLY BILLING	54,645.66	29,668.45
G. NO. OF MONTHS	12	12
H. TOTAL AMOUNT PER CATEGORY	655,747.92	365,021.40
Contract Amount	1,011,769.32	

5. **BOND FOR LABOR COST** – In order to secure payment of salaries and other benefits due to the guards, the AGENCY shall post a bond equal to the cost of the labor under this Contract.
6. **PERFORMANCE BOND** - to secure performance of the AGENCY's obligation under this Contract, it shall post a performance bond coterminous to the duration of this Contract.
7. **WARRANTY** - The AGENCY warrants the qualifications and the proper performance of duties of the security guards to be deployed as required by the CLIENT under the terms and conditions herein stipulated and with degree of due diligence required of similar security agencies for similar contract as provided by pertinent laws, rules and regulations.
8. **RESPONSIBILITY OF THE AGENCY** - The AGENCY shall, at its own expense, provide the necessary duly licensed firearms and ammunitions, and hand-held radios if necessary to security guards assigned to the CLIENT, as well as clean and appropriate uniforms and paraphernalia, black shoes, raincoats, whistles, flashlight, nightsticks and other crime prevention and protective equipment which are deemed necessary.
 - 8.1. The AGENCY shall provide the CLIENT with logbooks in which will be listed the guards schedules, and incidents or trouble, cases of losses, damages, fire, theft, pilferage, robberies, or such other report or crime as the CLIENT may require to be entered or noted therein. All reports and entries in the logbook shall be dated and shall bear the time of occurrence, and signed by the guards on duty and any of the guard's supervisor. These logbooks shall be kept within the premises of the CLIENT and shall remain as property of the AGENCY. However, when necessary, the CLIENT shall inspect the same or request for certified true copy from the AGENCY.



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9. **RIGHT OF INSPECTION** - The CLIENT shall have the right to inspect the guard/s detailed, and may recommend the relief of any security guards for reasons of doubtful trustworthiness, dependability and efficiency. The exercise by the CLIENT of the foregoing right shall not in any way affect the independent agency relationship between the AGENCY and the CLIENT as provided for in this Agreement.
- 9.1. The AGENCY shall not replace any guard without the consent or prior consultation with the CLIENT except temporary reliever.
10. **COMMAND AND CONTROL** - The AGENCY shall command, supervise and control the security guards with the best interest of the CLIENT in mind. The CLIENT however, shall have the right to give instructions, directions and orders to the security guards contingent to ensure the proper enforcement of the CLIENTS rules, regulations and policies, in accordance with the services standard of the CLIENT, provided that such instructions, directions and others are not contrary to law. For this purpose, the CLIENT may conduct a meeting or orientation to the security guards together with the officer-in-charge and representative of the AGENCY. The exercise by the CLIENT of said right, shall not in any way affect the independent agency relationship between the CLIENT and the AGENCY, as herein provided.
11. **LIABILITY FOR LOSS OF PROPERTY** - The AGENCY assumes liability for theft, robbery; loss and other unlawful acts committed upon the CLIENTS properties during the watch hours of the security guards of the AGENCY and within the premises to be guarded under this contract, as a consequence of the negligence, failure or refusal of the AGENCY'S security officer and/or guards to properly discharge their duties. However, investigation should be conducted by the representative of the CLIENT, AGENCY and third party (Barangay or Police Officer) unless such loss or damage is clearly established to be due to force majeure, fortuitous events, incidents beyond the control of the security guards or any of the following conditions:
- Where the loss or damage occurred inside or in closed and/or locked warehouse, office and/or building wherein under normal conditions no security guard has access to it.
 - Where such loss or damage was the result of either robbery in band, mob, violence, tumultuous affrays, and acts of dissidence unless such incidents were investigated by and participated by the security guard



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on duty, war, insurrections and or revolution, demonstration and/or rallies.

- c. Where such loss or damage was the result of the acts of the security guards assigned to the CLIENT while performing tasks on instruction and/or at the instance of the CLIENT, other than those specified in this Agreement.
 - d. Where such loss was discovered within twenty-four (24) hours after departure of a visitor or visitors of the CLIENT whose personal vehicle and/or luggage of any kind were authorized/instructed by the CLIENT not to be searched.
 - e. Where the items reported lost were small and pocketable and the searching of all personnel who entered and left its establishment was prohibited by the CLIENT.
- 11.1. The **CLIENT** shall report in writing to AGENCY the occurrence of any compensable loss or damage of its properties within forty-eight (48) hours after the occurrence or discovery, otherwise, the CLIENT shall be considered to have waived its right to proceed against the AGENCY to secure compensation for such loss or damage. The CLIENT shall not deduct, pending acceptance by the AGENCY any amount the billing of the latter to the former for any compensable loss or damage. However, once the liability of the AGENCY is established and accepted, the CLIENT may immediately bill the AGENCY for the value of the loss or damage to be deducted from its bill.
12. **GUARDS' OFFICE SPACE/DRESSING AREA** - The CLIENT shall provide the security guards a space for office and dressing. Such space shall be accessible to and must be in the vicinity of the guard's posts. Hence, the same shall not be used as residence of the guards. They shall not be allowed to stay within the premises of the CLIENT after their duty.
13. **OFFICIAL UNIFORM** - While on duty, the guards shall wear their uniform including the necessary ammunition and equipment. "No uniform, no duty" policy be observed.
14. **ADDITIONAL SERVICES** - The AGENCY shall provide such additional services as may be necessary and required in connection with the security guard services in the premises of the CLIENT. In the performance by the



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AGENCY of such additional services, the same shall not interfere with the operations of the CLIENT or the general access to and use by the CLIENT of its premises.

15. **FREE AND HARMLESS CLAUSE** - The AGENCY shall keep and hold the CLIENT free and harmless for any claim for personal injury or damage, including death caused either to any of the guard/s or to any third person including CLIENT employee and agency where such injury or death arises out of, or occurs in the course of the lawful performance of security functions of said guard/s within the premises covered or such other acts and omission, whether criminal, tortuous or negligent of the security guards/s while on duty in the area.
16. **INDEPENDENT AGENCY RELATIONSHIP** - The AGENCY hereby warrants that all guards assigned to render security services to the CLIENT are its own employees and that no principal agency relationship or employer-employee relationship exists between the CLIENT and the AGENCY, or between the CLIENT and the guards. The AGENCY further warrants that it shall comply and hereby agrees to comply with all requirements of, and shall shoulder all obligations and liabilities as employer of the guards relative to all labor laws ECC, SSS, Medicare, Wage Orders and other similar laws.

16.1. Accordingly, it obliged itself and its officers to remit/deposit all payment/previous collected from the CLIENT as provided by Labor Laws and representatives for the benefit of the security guards.

Likewise, the AGENCY binds itself to be jointly and severally liable with its security guards for whatever damages may be sustained by the CLIENT by reason of the acts and omissions of its guards while on duty. The AGENCY further agrees to keep and hold the CLIENT free and harmless from any labor claim that the Contract Security Guards may file against either AGENCY and/or the CLIENT.

17. **TERM** - This CONTRACT takes effect on **January 1, 2024 to December 31, 2024** or for a period of one (1) year. This contract maybe extended while procurement process is ongoing after the lapse of this Contract, upon written understanding or agreement of both parties but maybe terminated anytime at the option of either party by giving a written notice within thirty days prior to the intended date.



Address: Misamis St., Bago Bantay, Quezon City

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NATIONAL CAPITAL REGION

18. **CONFIDENTIALITY CLAUSE** - The AGENCY shall diligently and faithfully serve to the best interest of the CLIENT in rendering the security services herein contemplated and the AGENCY shall not, during the period of this Agreement at any time thereafter disclose, without the prior, express and written consent of the CLIENT, to any third party, whether natural or judicial, any information, derogatory or otherwise concerning the business or official affairs of the CLIENT and of the officers, employees, visitors of the CLIENT which the AGENCY and/or its officers, employees, security guards and other personnel may have acquired by reason of or through the performance of the security guards services. Neither shall the AGENCY its officers, employees, security guards or other personnel use any such information for the advancement of its own personal ends or those of any other person or entity.
19. **CORPORATE APPROVAL AND AUTHORITY** - The AGENCY represent and warrant that at time of the execution of this Agreement, the performance and observation of the terms and conditions hereof are duly authorized and approved by its Board or duly empowered approving bodies.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this day of 13th day of December 2023 at Quezon City.

**CIRCA SECURITY &
INVESTIGATION, INC.
(AGENCY)**

By:


WINNIE R. MONARES
ASD for Administration

**DEPARTMENT OF EDUCATION
NATIONAL CAPITAL REGION
(CLIENT)**

By:


JOCELYN DR. ANDAYA
Director IV

SIGNED IN THE PRESENCE OF:


ROMMEL JAY L. LAGADAN
Agency Representative


CRISTITO A. ECO
Assistant Regional Director



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
CITY OF MEYCAUAYAN CITY, BULACAN CITY) S.S.

BEFORE ME, a Notary Public for and in MEYCAUAYAN CITY, BULACAN this
DEC 29 2023, personally appeared the following:

WINNIE R. MONARES and JOCELYN DR. ANDAYA

known to me to be the same persons who executed the foregoing instrument consisting of nine pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

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

Fernando C. Cunanan
ATTY. FERNANDO C. CUNANAN
Notary Public

Until Dec. 31, 2023
PNC No. 14-MB 2023
IBP O R No. 2734x2/National Office/1-6-2023
PTR No. 0551075/Bailuag, Bulacan/1-10-2023
Roll No. 51616
MCLE Compliance No. VI-00260659 / 5-22-2021
Brgy. Banga, Meycauayan City, Bulacan

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BOOK NO. 14
SERIES OF 2023



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NATIONAL CAPITAL REGION

**CONTRACT FOR SECURITY SERVICES AT DEPED NCR REGIONAL OFFICE
PROPER**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT executed and entered into by and between:

CIRCA SECURITY AND INVESTIGATION INC., a corporation duly organized and existing under the laws of the Philippines, with principal offices at #30-A Goldstar Building, Malhacan Road, Malhacan Meycauayan City, Bulacan herein represented by WINNIE R. MONARES, ASD for Administration and hereinafter referred to as the AGENCY.

And

REPUBLIC OF THE PHILIPPINES, DEPARTMENT OF EDUCATION-NATIONAL CAPITAL REGION, a government agency duly organized and existing under the laws of the Philippines with principal address at Misamis St., Bago Bantay, Quezon City, herein represented by JOCELYN DR. ANDAYA, Director IV, hereinafter referred to as the CLIENT.

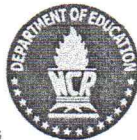
WITNESSETH:

WHEREAS, the provision of security services of DepEd NCR has an ABC of Php3,383,008.44;

WHEREAS, only Circa Security & Investigation, Inc. availed the Bidding Documents and submitted its bid proposal within the deadline of submission on November 22, 2022 at 12:00 Noon;

WHEREAS, the public bidding was held on November 22, 2022 at 2:00 PM;

WHEREAS, after post-qualification of the bid of Circa Security & Investigation, Inc., it was declared by the BAC as the Single Calculated and Responsive Bid and recommended for Award of the Contract per BAC Resolution No. 84, s. 2023 and a Notice of Award was issued;



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 NATIONAL CAPITAL REGION

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual terms and conditions herein below stated, the parties hereto hereby agree as follows:

1. **GENERAL STATEMENT OF SERVICES** - The CONTRACTOR shall render security services to and shall provide the CLIENT with seven (7) security guards, who possess all the qualifications under the Private Security Agency Law and the implementing Rules and Regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP, SOSIA) and such other requirements as herein below stipulated for the purpose of keeping watch over and giving adequate protection at the CLIENT's premises and officers, employees, visitors from robbery, theft, pilferage, arson, vandalism, trespassing, crime against persons and other unlawful acts that may be committed by any person or group of persons, as well as to maintain the general peace and order, safety and security within the premises, of DepEd-NCR Regional Office Proper.
2. **SCOPE OF SERVICE** - The AGENCY shall provide and make available to the CLIENT, on a daily basis, including Sundays and Holidays, seven (7) guards including an Officer-In-Charge to render eight (8) hours daily duty each.
3. **CONTRACT AMOUNT** - For and in consideration of the services to be rendered by AGENCY, the CLIENT agrees to pay the amount of **TWO MILLION THREE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED TWELVE PESOS AND SIXTY CENTAVOS (PHP2,351,412.60)** inclusive of VAT and administrative costs, for the seven (7) guards on the basis of 8 hours duty of work daily, payable on or before the 15th of each month for the services rendered during the first half of the month and the other half on or before the end of the month for services rendered during the second half of the month, subject to the presentation of the Biometric Daily Time Record (DTR) counter checked by the CLIENT's Head of Personnel Unit, the bill or statement of account, and proof of remittance to the SSS, Philhealth, State Insurance Fund, Pag-IBIG Fund, Retirement Benefit, and payroll in the preceding month.
4. The **AGENCY** shall pay each guard a regular monthly pay computed as follows:



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PARTICULAR	DAY SHIFT	NIGHT SHIFT
Days worked per week	7 days	7 days
No. of days / year	395	395
Hours worked	8 hours	8 hours
1) Amount Given Directly to Guard		
Daily Wage (DW) for 12 hrs. (Wage Order No. NCR-20, effective June 2, 2016)	610.00	610.00
Ave. Pay/Month	20,079.17	20,079.17
Night Differential Pay	0.00	2,007.92
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2) AMOUNT TO GOVERNMENT IN FAVOR OF THE GUARD		
Retirement Benefit	1,143.75	1,143.75
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Total Amount to Government	3,622.83	3,812.83
A. TOTAL AMOUNT TO GUARD AND GOVERNMENT	25,602.35	27,800.27
B. ADMINISTRATIVE OVERHEAD	1,536.14	1,668.02
C. Value Added Tax (VAT) (Agency fee x 12% VAT (RMC-039-2007)	184.34	200.16
D. MINIMUM CONTRACT RATE PER CATEGORY	27,322.83	29,668.45



Contract No. PB 2023-005 ROP

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E. NO. OF GUARD PER CATEGORY	5	2
F. TOTAL MONTHLY BILLING	136,614.15	59,336.90
G. NO. OF MONTHS	12	12
H. TOTAL AMOUNT PER CATEGORY	1,639,369.80	712,042.80
Contract Amount	2,351,412.60	

5. **BOND FOR LABOR COST** - In order to secure payment of salaries and other benefits due to the guards, the AGENCY shall post a bond equal to the cost of the labor under this Contract.
6. **PERFORMANCE BOND** - to secure performance of the AGENCY's obligation under this Contract, it shall post a performance bond coterminous to the duration of this Contract.
7. **WARRANTY** - The AGENCY warrants the qualifications and the proper performance of duties of the security guards to be deployed as required by the CLIENT under the terms and conditions herein stipulated and with degree of due diligence required of similar security agencies for similar contract as provided by pertinent laws, rules and regulations.
8. **RESPONSIBILITY OF THE AGENCY** - The AGENCY shall, at its own expense, provide the necessary duly licensed firearms and ammunitions, and hand-held radios if necessary to security guards assigned to the CLIENT, as well as clean and appropriate uniforms and paraphernalia, black shoes, raincoats, whistles, flashlight, nightsticks and other crime prevention and protective equipment which are deemed necessary.
 - 8.1. The AGENCY shall provide the CLIENT with logbooks in which will be listed the guards schedules, and incidents or trouble, cases of losses, damages, fire, theft, pilferage, robberies, or such other report or crime as the CLIENT may require to be entered or noted therein. All reports and entries in the logbook shall be dated and shall bear the time of occurrence, and signed by the guards on duty and any of the guard's supervisor. These logbooks shall be kept within the premises of the CLIENT and shall remain as property of the AGENCY. However, when necessary, the CLIENT shall inspect the same or request for certified true copy from the AGENCY.



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9. **RIGHT OF INSPECTION** - The CLIENT shall have the right to inspect the guard/s detailed, and may recommend the relief of any security guards for reasons of doubtful trustworthiness, dependability and efficiency. The exercise by the CLIENT of the foregoing right shall not in any way affect the independent agency relationship between the AGENCY and the CLIENT as provided for in this Agreement.

9.1. The AGENCY shall not replace any guard without the consent or prior consultation with the CLIENT except temporary reliever.

10. **COMMAND AND CONTROL** - The AGENCY shall command, supervise and control the security guards with the best interest of the CLIENT in mind. The CLIENT however, shall have the right to give instructions, directions and orders to the security guards contingent to ensure the proper enforcement of the CLIENTs rules, regulations and policies, in accordance with the services standard of the CLIENT, provided that such instructions, directions and others are not contrary to law. For this purpose, the CLIENT may conduct a meeting or orientation to the security guards together with the officer-in-charge and representative of the AGENCY. The exercise by the CLIENT of said right, shall not in any way affect the independent agency relationship between the CLIENT and the AGENCY, as herein provided.

11. **LIABILITY FOR LOSS OF PROPERTY** - The AGENCY assumes liability for theft, robbery, loss and other unlawful acts committed upon the CLIENTS properties during the watch hours of the security guards of the AGENCY and within the premises to be guarded under this contract, as a consequence of the negligence, failure or refusal of the AGENCY'S security officer and/or guards to properly discharge their duties. However, investigation should be conducted by the representative of the CLIENT, AGENCY and third party (Barangay or Police Officer) unless such loss or damage is clearly established to be due to force majeure, fortuitous events, incidents beyond the control of the security guards or any of the following conditions:

- a. Where the loss or damage occurred inside or in closed and/or locked warehouse, office and/or building wherein under normal conditions no security guard has access to it.
- b. Where such loss or damage was the result of either robbery in band, mob, violence, tumultuous affrays, and acts of dissidence unless such incidents were investigated by and participated by the security guard



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on duty, war, insurrections and or revolution, demonstration and/or rallies.

- c. Where such loss or damage was the result of the acts of the security guards assigned to the CLIENT while performing tasks on instruction and/or at the instance of the CLIENT, other than those specified in this Agreement.
 - d. Where such loss was discovered within twenty-four (24) hours after departure of a visitor or visitors of the CLIENT whose personal vehicle and/or luggage of any kind were authorized/instructed by the CLIENT not to be searched.
 - e. Where the items reported lost were small and pocketable and the searching of all personnel who entered and left its establishment was prohibited by the CLIENT.
- 11.1. The **CLIENT** shall report in writing to AGENCY the occurrence of any compensable loss or damage of its properties within forty-eight (48) hours after the occurrence or discovery, otherwise, the CLIENT shall be considered to have waived its right to proceed against the AGENCY to secure compensation for such loss or damage. The CLIENT shall not deduct, pending acceptance by the AGENCY any amount the billing of the latter to the former for any compensable loss or damage. However, once the liability of the AGENCY is established and accepted, the CLIENT may immediately bill the AGENCY for the value of the loss or damage to be deducted from its bill.
12. **GUARDS' OFFICE SPACE/DRESSING AREA** - The CLIENT shall provide the security guards a space for office and dressing. Such space shall be accessible to and must be in the vicinity of the guard's posts. Hence, the same shall not be used as residence of the guards. They shall not be allowed to stay within the premises of the CLIENT after their duty.
13. **OFFICIAL UNIFORM** - While on duty, the guards shall wear their uniform including the necessary ammunition and equipment. "No uniform, no duty" policy be observed.
14. **ADDITIONAL SERVICES** - The AGENCY shall provide such additional services as may be necessary and required in connection with the security guard services in the premises of the CLIENT. In the performance by the



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AGENCY of such additional services, the same shall not interfere with the operations of the CLIENT or the general access to and use by the CLIENT of its premises.

15. **FREE AND HARMLESS CLAUSE** - The AGENCY shall keep and hold the CLIENT free and harmless for any claim for personal injury or damage, including death caused either to any of the guard/s or to any third person including CLIENT employee and agency where such injury or death arises out of, or occurs in the course of the lawful performance of security functions of said guard/s within the premises covered or such other acts and omission, whether criminal, tortuous or negligent of the security guards/s while on duty in the area.
16. **INDEPENDENT AGENCY RELATIONSHIP** - The AGENCY hereby warrants that all guards assigned to render security services to the CLIENT are its own employees and that no principal agency relationship or employer-employee relationship exists between the CLIENT and the AGENCY, or between the CLIENT and the guards. The AGENCY further warrants that it shall comply and hereby agrees to comply with all requirements of, and shall shoulder all obligations and liabilities as employer of the guards relative to all labor laws ECC, SSS, Medicare, Wage Orders and other similar laws.

16.1. Accordingly, it obliged itself and its officers to remit/deposit all payment/previous collected from the CLIENT as provided by Labor Laws and representatives for the benefit of the security guards.

Likewise, the AGENCY binds itself to be jointly and severally liable with its security guards for whatever damages may be sustained by the CLIENT by reason of the acts and omissions of its guards while on duty. The AGENCY further agrees to keep and hold the CLIENT free and harmless from any labor claim that the Contract Security Guards may file against either AGENCY and/or the CLIENT.

17. **TERM** - This CONTRACT takes effect on **January 1, 2024 to December 31, 2024** or for a period of one (1) year. This contract may be extended while procurement process is ongoing after the lapse of this Contract, upon written understanding or agreement of both parties but maybe terminated anytime at the option of either party by giving a written notice within thirty days prior to the intended date.



Address: Misamis St., Bago Bantay, Quezon City

Email address: ncr@deped.gov.ph

Website: depedncr.com.ph

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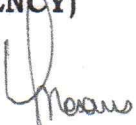
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18. **CONFIDENTIALITY CLAUSE** - The AGENCY shall diligently and faithfully serve to the best interest of the CLIENT in rendering the security services herein contemplated and the AGENCY shall not, during the period of this Agreement at any time thereafter disclose, without the prior, express and written consent of the CLIENT, to any third party, whether natural or judicial, any information, derogatory or otherwise concerning the business or official affairs of the CLIENT and of the officers, employees, visitors of the CLIENT which the AGENCY and/or its officers, employees, security guards and other personnel may have acquired by reason of or through the performance of the security guards services. Neither shall the AGENCY its officers, employees, security guards or other personnel use any such information for the advancement of its own personal ends or those of any other person or entity.
19. **CORPORATE APPROVAL AND AUTHORITY** - The AGENCY represent and warrant that at time of the execution of this Agreement, the performance and observation of the terms and conditions hereof are duly authorized and approved by its Board or duly empowered approving bodies.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this day of 27th day of December 2023 at Quezon City.

**CIRCA SECURITY &
 INVESTIGATION, INC.
 (AGENCY)**

By:


WINNIE R. MONARES
 ASD for Administration


**DEPARTMENT OF EDUCATION
 NATIONAL CAPITAL REGION
 (CLIENT)**

By:


JOCELYN DR. ANDAYA
 Director IV

SIGNED IN THE PRESENCE OF:


ROMMEL JAY L. LAGADAN
 Agency Representative


CRISTITO A. ECO
 Assistant Regional Director



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF ~~MEYCAUAYAN CITY~~ BULACAN

BEFORE ME, a Notary Public for and in MEYCAUAYAN CITY, BULACAN this
DEC 29 2023, personally appeared the following:

WINNIE R. MONARES and JOCELYN DR. ANDAYA

known to me to be the same persons who executed the foregoing instrument consisting of nine pages including this page, and acknowledged to me that the same is their free and voluntary act and deed.

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

Fernando C. Lunanan
ATTY. FERNANDO C. LUNANAN
Notary Public
Until Dec 31, 2023
PNC No. 14-MIB 2023
IBP O R No. 2734x2/National Office/1-6-2023
PTR No. 04510/5/Baliuag, Bulacan/1-10-2023
Roll No. 51518
MCLF Com. No. 11.00260659 / 5-22-2020
Brgy. Banga, Meycauayan City, Bulacan

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