



Embassy of the Republic of the Philippines
Pasuguan ng Pilipinas
Seoul

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

05 March 2025

Dear Mr. Park,

Please be informed that per Notice of Award dated 03 March 2025, issued by the Head of Procuring Entity, your company, **CAPSTEC CO., LTD.**, is hereby given this Notice to Proceed in connection with the one (1) year contract for the provision of security services of the Embassy upon signing of the Contract.

This Notice is issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the Government Procurement Act of 2003.

Very truly yours,

MARIA THERESA B. DIZON-DE VEGA
Ambassador and Head of Procuring Entity

Mr. SE YOUNG PARK

Representative Director, CAPSTEC CO., Ltd.
36, 112-gil Yeongdongdaero Gangnam-gu

Cc: **Mr. Bin Hyun-yong**
Director, Seoul Branch
CAPSTEC Co., Ltd.

MANNED SERVICE AGREEMENT



Manned Service Agreement (Company copy)

Version 2012.12

Customer Information	Company Name	Embassy of Philippines in South Korea		Tel		
	Head Office Address					
	Location of Service	80, Hoinamu-ro, Yongsan-gu, Seoul		Tel	02-796-7387	
	Main Contact Person	Office		Mobile		
	Contact Person for Tax Invoice	Office		E-mail		
Services	Contract Type	New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Extension <input type="checkbox"/> Other <input type="checkbox"/>				
	Service Type	<input checked="" type="checkbox"/> Security	# of personnel	Total Sum (excl. VAT)	Duty Type	five-day work
		Cleaning	1	Total 3,549,600 won		
		Hospitality		Total 0 won		
		Parking Management		Total 0 won		
		Laundry		Total 0 won		
		Other		Total 0 won		
		Total	1	Total 3,549,600		
	Off-Duty Hours	Total () Hours				
	Contract Period	1. Apr. 2025 ~ 31. Mar. 2026		Payment Day	25th day of the month	Payment Method
Additions to Contract	Meals	Provided <input type="checkbox"/> Not Provided <input checked="" type="checkbox"/>				
	Liability Limit	<input type="checkbox"/> No Compensation (Basic) 20 million won <input checked="" type="checkbox"/> (4 personnel or less) 100 million won	(Special) 50 million won (5 or more personnel) 200 million won			
Provision of and Consent to Use of Credit Information	The customer hereby consents to CAPSTEC Co., Ltd.'s provision of customer's credit information obtained through this application to credit information collection agencies, credit information institutions, and other credit information providers and users for the purpose of assessing customer's credit or to be used for policy decisions by governmental institutions in accordance with the Usage and Protection of Credit Information Act.					
Specially Agreed Matters						

* Specific matters shall be in accordance with the Contract, and the parties shall place their seals on 2 copies of the Contract and each retain one copy as evidence of their execution hereof.

Contract Execution Date: 2 . Apr. 20 25

(Customer)

Maria Theresa D. Dizon-de Vega
MARIA THERESA D. DIZON-DE VEGA
 Ambassador



(Service Provider)

CAPSTEC Co., Ltd.

Representative Director **Sang-Ryul, Choi**





Basic Terms of Security Services

Chapter 1 General Provisions

Article 1 Purpose

The purpose of this contract ("Contract") is for the performance of the Services to protect persons and property at the Service Area agreed between CAPSTEC Co., Ltd. (hereinafter referred to as "CAPSTEC") and the customer ("Customer") through the provision of manned security services.

Article 2 Definition

The capitalized terms used in this Contract shall have the following meanings.

- 1 "Services" means the security services to be provided at the Service Area as agreed between CAPSTEC and the Customer.
- 2 "Service Area" means the area entrusted by Customer to which CAPSTEC shall dispatch Security Personnel to provide manned security services.
- 3 "Security Personnel" means personnel dispatched by CAPSTEC in order to protect Customer's facilities.
- 4 "Security Services" means guard and patrol services performed by CAPSTEC to maintain order and protect persons and property within the Service Area.

Article 3 Effectiveness and Term of Contract

- 1 This Contract shall take effect from the Contract execution date. However, the monthly service charges shall be calculated starting from the date on which the Security Personnel are dispatched to the Service Area.
- 2 The Contract term shall be as indicated in the Contract.
- 3 The Contract term shall be automatically renewed for consecutive one (1) year periods unless a party notifies the other party in writing of its intention to terminate the Contract at least one (1) month prior to the then applicable date of expiration.

Article 4 Confidentiality

The Customer and CAPSTEC shall not disclose confidential information of the other party obtained during the execution and performance of this Contract to any third party.

Chapter 2 Provision of Services

Article 5 Provision of Services

CAPSTEC shall perform the Services in good faith and in compliance with the relevant laws and regulations. The Services shall be performed in accordance with this Contract.

Article 6 On-site Agent

- 1 For the purpose of communicating with the Customer and representing CAPSTEC ("On-site Agent") in the performance of the Services, CAPSTEC shall appoint a responsible and diligent On-site Agent. For an efficient performance of the Services, the Customer shall fully cooperate with any restrictions, supervision and other reasonable demands by CAPSTEC. The On-site Agent shall perform the following:
 - (1) Management, supervision and control of the CAPSTEC Security Personnel.
 - (2) Maintaining order and ensuring compliance by CAPSTEC Security Personnel and other matters related to the performance of this Contract Manned Service Agreement (version 2012.12).
 - (3) Communicating and coordinating with the Customer for the performance of this Contract.
 - (4) Handling all other matters not included in the Services.
- 2 The Customer may give instructions or orders to the On-site Agent appointed by CAPSTEC, however the Customer shall not give instructions or orders directly to the Security Personnel.
- 3 The Customer shall not interfere with the Security Personnel's, CAPSTEC's, and the On-site Agent's right of supervision and control.
- 4 CAPSTEC shall notify the Customer of the name of the On-site Agent in writing when appointing or changing the On-site Agent.

Article 7 Cooperation

- 1 In providing the Services pursuant to Article 5 (Provision of Services), CAPSTEC may request the Customer to cooperate in certain matters required for the efficient provision of the Services, in which case the Customer shall fully cooperate with such requests in accordance with this Contract.
- 2 Upon request by the Customer, CAPSTEC may provide the Customer with a status report on its performance of the Services.
- 3 During the performance of the Services under this Contract, CAPSTEC shall notify the Customer's representative in writing without delay of any negligent act committed by the Customer or any defect in mechanical equipment it may discover.



Basic Terms of Security Services

- Article 8 Supervision**
The responsibility and authority with regards to the employment and supervision of the Security Personnel lies with CAPSTEC in principle. However, Customer may give orders to the Security Personnel in certain emergency situations such as when required to comply with the Customer's own security policies.
- Article 9 Replacement of Security Personnel**
1 Upon prior discussion with the Customer, CAPSTEC may replace any Security Personnel when it determines such replacement to be necessary.
2 The Customer may request in writing the replacement of or disciplinary action against a Security Personnel if the Customer determines that such Security Personnel is not suitable due to poor performance, causing damages due to carelessness or is not qualified to provide the Services, in which case CAPSTEC shall comply with such request unless there are reasonable reasons not to do so. However, the request for replacement of a Security Personnel shall be made in writing and the Customer shall allow CAPSTEC a certain period of time to make such replacement.
- Article 10 Uniform and Equipment**
1 The issuance of uniforms and equipment of the Security Personnel shall be in accordance with CAPSTEC's standards, and the cost for such uniforms and equipment shall be borne by CAPSTEC.
2 Other than equipment necessary for the performance of ordinary tasks, in the event additional equipment is necessary due to special needs of the Customer's environment, CAPSTEC shall discuss and decide on the use of such additional equipment and the cost for such additional equipment and related training shall be borne by the Customer.
3 The Customer shall provide working areas necessary for the performance of this Contract, and the cost for any facilities and other items not included in the service fees shall be borne by the Customer.
4 All other matters shall be in accordance with the Security Business Act, provided, however, the Customer and CAPSTEC shall agree thereon taking into account any special circumstances of the tasks to be performed and any costs incurred in relation thereto shall be borne by the Customer.
- Article 11 Training and Vacation**
1 CAPSTEC shall guarantee the performance of Security Personnel by conducting continuous training.
2 The Customer shall accept the absence of any Security Personnel due to education and training (including mandatory reserve forces and civil defense forces training, etc.) conducted by CAPSTEC or a related institution or vacation leave approved by CAPSTEC (such as important family events or annual leave, etc.) as described in Attachment 1).
- Article 12 Improvement of Facilities**
The Security Personnel may request the Customer to remedy, improve or take necessary measures to correct any defects in the Service Area or surrounding facilities which the Security Personnel may discover during the performance of the Services under this Contract, and the Customer shall review the validity of such request and promptly take necessary action to correct such defects.
- Article 13 Working Conditions and Provision of Meals**
1 CAPSTEC shall guarantee the rights and interests of the Security Personnel employed for the performance of this Contract in accordance with the Labor Standards Act and other related laws and regulations.
2 As per the internal rules and regulations of CAPSTEC, CAPSTEC shall provide the Security Personnel with vacation and annual leave as described in Attachment 1 at CAPSTEC's cost.
- Chapter 3 Fees**
- Article 14 Monthly Service Charge**
The monthly service charge shall include direct labor costs such as wages, bonuses, legal allowances, and severance pay and indirect labor costs such as uniform expenses, premiums for social insurances such as worker's compensation insurance, medical insurance and national pension, training expenses, employee welfare, and other miscellaneous indirect labor costs of the Security Personnel, as well as general administrative expenses, cost of risk, taxes and public utility charges, and corporate earnings, etc.
- Article 15 Payment of Monthly Service Charge**
1 The Customer shall pay the monthly service charge to the account designated by CAPSTEC by the agreed date every month.
2 The monthly service charge for any partial month shall be prorated on a daily basis.
3 The service charge for Services provided outside the service hours by agreement between Customer and CAPSTEC shall be borne by the Customer.
- Article 16 Adjustment of Monthly Service Charge**
1 The monthly service charge shall be adjusted periodically by agreement between Customer and CAPSTEC taking into account changes in wages, inflation and social insurances.



Basic Terms of Security Services

2. During the term of this Contract, in the event an adjustment to the monthly service charge is required in accordance with Paragraph 1 or for any other unavoidable reason, the Customer and CAPSTEC shall adjust the monthly charge by mutual agreement.
3. In the event a change in the number or title of the Security Personnel is required due to a change in the Services or Service Area, the monthly service charge shall be adjusted by agreement between CAPSTEC and the Customer.
4. CAPSTEC may invoice Customer for indirect labor costs incurred every month in addition to the monthly service charge.

Chapter 4 Liability and Responsibility

Article 17 Prevention and Notification of Accidents

1. The Customer and CAPSTEC shall conduct continuous training on accident preventing. In case of an accident, the Customer and CAPSTEC shall respond promptly and prevent further damages from occurring.
2. In case of an accident in the Service Area, CAPSTEC shall notify the Customer or the Customer's designated person about the accident and details thereof without delay.
3. If the Customer discovers an accident in the Service Area before CAPSTEC, the Customer shall preserve the accident site and notify CAPSTEC or the On-site Agent verbally or in writing about the accident and details thereof.

Article 18 Damages

1. During the term of this Contract, in the event any subject property (Customer's property and/or facilities in the Service Area) is damaged due to CAPSTEC's willful misconduct or gross negligence, CAPSTEC shall be liable for direct and ordinary damages that do not exceed the maximum liability amount specified in this Contract. However, CAPSTEC's willful misconduct or gross negligence shall be determined based on objective information such as information provided by the loss adjuster or information discovered through an investigation conducted by the police.
2. Special damage, indirect damage, punitive damage, revenue loss, profit loss or overtime incurred by employees or any damages similar therein in nature shall be excluded from the primary damage, whether or not CAPSTEC knew or should have known or could have known such damages.
3. The maximum liability amount shall be as indicated in this Contract.

Article 19 Limitation of CAPSTEC'S LIABILITY

CAPSTEC shall not be liable for any of the following:

1. Damages incurred as a result of tasks performed at the request of the Customer outside of the Service Area or that are not included in the Services provided to Customer's failure to comply with the terms of this contract.
2. Damages incurred due to natural disaster, war, uprising, riot, labor disputes, and other force majeure events that occur despite the normal performance of the Services by the Security Personnel.
3. With regards to Security Services, damages incurred due to loss of cash, securities, credit cards, precious metals, etc. that are not kept in the Customer's safe but stored in desk drawers, cabinets, and other similar containers.
4. Damages incurred during emergency situations such as during efforts to extinguish fires or in the process of criminal acts or prevention, rescue efforts, and other preventive measures thereon.
5. Damages incurred to property of a third party in the Service Area.
6. Damages incurred outside of the Service Area or areas such as the exterior of facilities, walls and fences that are outside the Security Personnel's control.
7. Damages incurred by the loss of keys to facilities in the Service Area if the Customer is responsible for the safekeeping of said keys.

Chapter 5 Termination and Expiration of Contract

Article 20 Termination of Contract

If either Customer or CAPSTEC intends to terminate the Contract during the Contract term, such party shall notify the other party of such intention in writing at least one (1) month prior thereto and the Customer and CAPSTEC shall discuss and agree thereon.

1. If any of the following should occur to either the Customer or CAPSTEC, the parties may agree to immediately terminate this Contract with immediate effect:

- (1) suspension of banking transactions by a financial institution
- (2) seizure, provisional seizure, injunction, auction, compulsory execution, or default of its property
- (3) cancellation of business license or permits, bankruptcy, dissolution, corporate reorganization, or corporate rehabilitation