

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



CONTRACT : Security Services for the DAR Central Office for CY 2022
REFERENCE : DAR Primary-BAC Resolution No. 04, Series of 2022

CONTRACT AGREEMENT

FEB 24 2022
THIS AGREEMENT made this _____ day of February 2022 between the **DEPARTMENT OF AGRARIAN REFORM (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Entity") of the one part and **VIGILANT INVESTIGATIVE AND SECURITY AGENCY, INC.** of 2113 dela Rosa Street, Barangay Pio del Pilar, Makati City, Philippines (hereinafter called "the Service Provider") of the other part;

WHEREAS, on November 27, 2021 (Early Procurement Activity), the Entity invited Bids for certain goods and ancillary services, particularly Procurement of Security Services for the DAR Central Office for CY 2022 and has accepted a Bid by the Service Provider for those goods and services in the sum of **Philippine Pesos Twenty-Three Million Nine Hundred Seventeen Thousand Seven Hundred Thirteen and Sixty Centavos only (Php23,917,713.60)** inclusive of taxes.

WHEREAS, as resolved by the Bids and Awards Committee (Primary) through Resolution No. 04 series of 2022 dated January 28, 2022, **VIGILANT INVESTIGATIVE AND SECURITY AGENCY, INC.**, is awarded the contract for Security Services for a period of ten (10) months only, as the procurement process was not completed within the month of December 2021, thus, from March 1, 2022 to December 31, 2022 in the sum of **Philippine Pesos Nineteen Million Nine Hundred Thirty-One Thousand Four Hundred Twenty-Eight only (Php19,931,428.00)** 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

DAR BUDGET DIVISION	
O.R.S NO.: 02-101101-2022-02-00658	Date: FEB 22 2022
P.A.P.: 1000000000000000	Acct. Code: 5021203000
Resp. Code: 100000100001000	Amount: #19,931,428-
	Control #: ADMIN 332
MANDATORY	


- II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, Approved Security Plan, 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 and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Philippine Pesos Nineteen Million Nine Hundred Thirty-One Thousand Four Hundred Twenty-Eight only (Php19,931,428.00)** or such other sums as may be ascertained, **VIGILANT INVESTIGATIVE AND SECURITY AGENCY, INC.** agrees to provide Security Services for CY 2022 for a period of ten (10) months from March 1, 2022 to December 31, 2022 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.

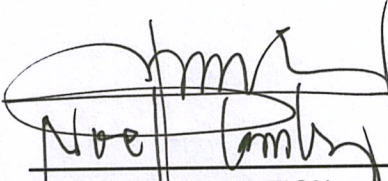
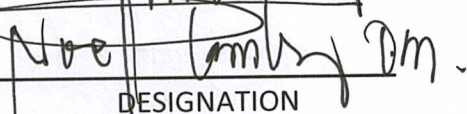
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


ATTY. LUCIUS JUN-JUN G. MALSI
Undersecretary for Finance, Management
& Administration
Head of the Procuring Entity
PROCURING ENTITY


RAYMOND L. DE VERA
Office Manager
VIGILANT INVESTIGATIVE AND
SECURITY AGENCY, INC.
SERVICE PROVIDER


ALEXANDER ALIMMUDIN J. ALI
Director IV, Administrative Service

WITNESSES:



DESIGNATION
VIGILANT INVESTIGATIVE AND SECURITY AGENCY, INC.

Certified Funds Available:


DENNIS G. RAMOS
Chief Accountant

01/02 - 101101-2022-02-60632
P 19,931,428.-

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this FEB 24 2022 day of _____ 2022, personally appeared:

Name

Competent Evidence of Identity

ATTY. LUCIUS JUN-JUN G. MALSI

Company ID No. 0000920085

RAYMOND L. DE VERA

SSS UMID NO. CRN-0111-1727222-5

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

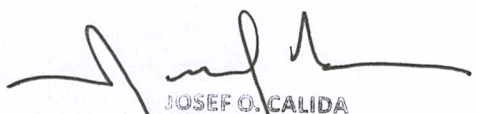
Until December 31, 2022

Doc. No. 335

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Book No. 8

Series of 2022


JOSEF O. CALIDA
Notary Public
Appointment No. M-141
Unit 1510 Cityland 10 Tower 1, 156 H.V. Dela Costa
Street, Salcedo Village, Makati City, Philippines
Roll of Attorneys No. 49037
IBP No. 14582/01-05-2022/Makati City
PTR No. 8855698/01-05-2022/Makati City
MCLE Compliance No. VI-0023775 (April 17, 2019)
Extended Until June 30, 2022
As Per B.M. No. 3795