



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF NATIONAL DEFENSE  
**NATIONAL DEFENSE COLLEGE OF THE PHILIPPINES**  
Camp General Emilio Aguinaldo, Quezon City

## CONTRACT AGREEMENT

**PROCUREMENT OF SECURITY SERVICES FOR CY 2022 OF THE  
NATIONAL DEFENSE COLLEGE OF THE PHILIPPINES  
NDCP-ITB-010-21**

THIS AGREEMENT made on the \_\_\_\_\_ day of 29 DEC 2021 20\_\_\_\_  
between the **NATIONAL DEFENSE COLLEGE OF THE PHILIPPINES** located at Arturo  
Enrile Avenue, Camp General Emilio Aguinaldo, Quezon City (hereinafter called "the  
Entity") and **BAGUIO INVESTIGATION AND SECURITY AGENCY, INC.** of Room 412  
Public Safety Mutual Benefit, Inc. (PSMBFI) Building, Santolan Road Cor 1<sup>st</sup> & 2<sup>nd</sup> Streets,  
West Crame, San Juan City (hereinafter called the "Supplier");

WHEREAS, the Entity invited Bids for certain goods and ancillary services,  
particularly Procurement of Security Services for CY 2022 of the National Defense  
College of the Philippines, and has accepted a Bid by the Supplier for the supply of those  
goods and services in the sum of **THREE MILLION THREE HUNDRED SIXTY SEVEN  
THOUSAND NINE HUNDRED SIX PESOS AND FIFTY SIX CENTAVOS ONLY**  
(PhP3,367,906.56) (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.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirement
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - b. 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;

- c. Performance Security;
- d. Notice of Award of Contract; and the Bidder's conforme thereto; and
- e. 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 **THREE MILLION THREE HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED SIX PESOS AND FIFTY SIX CENTAVOS ONLY (Php3,367,906.56)** or such other sums as may be ascertained, the Supplier agrees to execute and complete the Works and remedy any defects therein in accordance with Supplier's Bid.
4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The Supplier shall faithfully comply with all applicable labor and social welfare laws, rules, and regulations and Department of Labor and Employment (DOLE) orders, including those related to rights and benefits of its employees in respect of (i) safe and healthful working conditions; (ii) labor standards such as service incentive leave, rest days, overtime pay, 13<sup>th</sup> month pay, and separation pay; (iii) retirement benefits; (iv) contributions and remittances to the Social Security System (SSS), Philhealth, Employees Compensation Commission (ECC), Home Development Mutual Fund (Pag-Ibig), and other welfare benefits; (v) self-organization, collective bargaining, and peaceful concerted action; and (vi) security of tenure.
6. The Supplier shall make timely payment of mandated employee benefits and remittance of premiums, such as but not limited to SSS, Philhealth, ECC, Pag-Ibig, among others. Pursuant to this, the Supplier shall submit to the Entity, within seven (7) calendar days, proofs of payment for the amount paid to the security guards such as the mandated daily wage, and overtime and premium pay, if any. The Supplier shall likewise submit to the Entity, within seven (7) calendar days, proofs of payment for the amount paid to the government in favor of the security guards such as Retirement Benefit (R. A. No. 7641), SSS premium, Philhealth contribution, State Insurance Fund, and Pag-Ibig Fund.
7. Failure of the Supplier to comply with any labor standard law or regulation or to submit proof of compliance of amount paid to the security guards or amount paid to the government in favor of the security guards within seven (7) calendar



days shall be considered by the Entity as a substantial breach of the Agreement. The Entity reserves the right to terminate this Agreement.

8. The failure of the Entity to demand compliance with any of the terms and conditions of the Agreement shall not be considered a waiver by the Entity of the enforcement of the Agreement nor shall it relieve the Supplier of any obligation in the Agreement. Any waiver or failure to exercise a right or remedy by the Entity shall not affect the right of the Entity at a later time to require performance or compliance. The waiver or failure to exercise a right or remedy by the Entity shall not be construed as a continuing waiver or failure to exercise.

**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.


For the Entity:

**NATIONAL DEFENSE COLLEGE  
OF THE PHILIPPINES**


  
**ARCHIMEDES H VIAJE, PhD, MNSA, CESE**  
President, NDCP

For the Supplier:

**BAGUIO INVESTIGATION AND  
SECURITY AGENCY, INC.**


  
**MR RUSTY V SANTIAGO**  
Operation and Marketing Head

SIGNED IN THE PRESENCE OF:

  
**MR MARLON Q SISON, CPA**  
Acting Chief, Administrative Division

  
**JONATHAN G TAGBUEG**

FUNDS AVAILABLE:

  
**ASUNCION C MANGLICMOT, CPA**  
Accountant III  
Head, Accounting Section, NDCP

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )

BEFORE ME, Notary Public for and in Quezon City, Philippines this 29 DEC 2021 day  
of \_\_\_\_\_, 20 \_\_\_\_, personally appeared.

Name	ID NR/PASSPORT NR	ISSUED AT/ON
ARCHIMEDES H VIAJE, PhD, MNSA	P0998433B	DFA Manila/11 Mar 2019
MR RUSTY V SANTIAGO	<u>D.L. Not-05-001019</u>	<u>Q.C. 11/9/17</u>

known to me and known to be the same person who executed the foregoing  
acknowledgement that the same is their free and voluntary act and deed as well as that  
of the company herein represented.

This instrument refers to a Contract Agreement for the Procurement of Security Services  
for CY 2022 of the National Defense College of the Philippines, signed by both parties on  
each page and sealed with my Notarial Seal.

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Book No. CCCLXXVII  
Series of 2021

HERMINIA A. BATI  
Notary Public  
Until 31, 2021  
With Extension of Commission  
PTR No. 9844483 01/06/2021  
Issued on 12/26/2019  
At Quezon City  
Roll No. 43864  
MCLE CC No. V-0005727 01/28/16  
No. 5 15<sup>th</sup> Ave., Socorro  
Cubao, Quezon City