

**CONTRACT FOR SECURITY SERVICES
AOR IB (BCDA Facilities – PDS/BMHI)**

THE PUBLIC IS INFORMED:

This **CONTRACT** is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers created by virtue of Republic Act No. 7227, as amended, with office and postal address at BCDA Corporate Center, 2nd Floor Bonifacio Technology Center (BTC) Building, 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City represented herein by its Executive Vice President, **AILEEN AN. R. ZOSA**, duly authorized for this purpose by the BCDA Board as evidenced by Item 178, Letter G, page 27 of the approved BCDA Manual of Approval dated November 22, 2017 marked herein as Annex "A", hereinafter referred to as "**BCDA**";

-and-

The **CATALINA SECURITY AGENCY**, organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at 626 G. Araneta Avenue, Quezon City represented herein by its Proprietor, **MR. PLACIDO Q. URBANES III**, hereinafter referred to as the "**AGENCY**".

ANTECEDENTS:

Pursuant to Republic Act No. 7227, BCDA was created to accelerate the sound and balanced conversion into alternative productive civilian uses of the former US Baselands and their extensions;

Consistent with the same law, the President of the Philippines issued Executive Order No. 40, Series of 1992, transferring major portions of Fort Bonifacio and Villamor Air Base, among other Metro Manila Camps, to **BCDA** for disposition and/or development in order to raise funds for the conversion program as well as for the relocation and modernization of the Armed Forces of the Philippines;

In view of the aforecited transfer of subject lands to **BCDA**, there is compelling necessity to protect certain areas or portions thereof from intrusion of squatters, illegal construction of structures and acts of vandalism, as well as protect **BCDA** officers and staff therein;

Section 518 under Service Contracts of the Government Accounting and Auditing Manual (GAAM) provides that "departments, bureau, offices, or agencies of the national government are authorized to enter into contracts with private firms and non-governmental organizations for services related or incidental to their respective functions and operations, through public bidding or negotiated contracts, whenever it is impractical or more expensive

Handwritten signature: Placido Q. Urbanes III

Handwritten signature: H. J. ...

Handwritten signature: [Signature]

Handwritten signature: [Signature]

for the government to directly undertake such functions and operations, subject to accounting and auditing rules and regulations”;

The **BCDA** properties, which require security services, have been divided into two (2) Areas of Responsibility (AORs) for purposes of bidding;

As a result of the public bidding conducted for the purpose on 3 June 2021, the Bids and Awards Committee for Goods recommended the award of the Contract for Security Services to the **AGENCY** for BCDA Facilities – PDS/BMHI, hereinafter referred to as the **AOR IB**, since its offer is the most advantageous to **BCDA**;

The BCDA BACG passed a resolution during its meeting on 22 June 2021 approving the award of the Contract for Security Services for **AOR IB** to the **AGENCY** at the monthly rate as enumerated below:

1. Component 1: Security Guards with Standard Package Requirements:

Particulars	Amount
Amount to Guard and the Government	34,336.29
Agency Fee	6,867.26
12% VAT (Applicable to Agency Fee only)	824.07
Rate per guard per month	42,027.26
Total Contract Price for 10 guards for the 1st year only	P5,043,314.40

2. Component 2: Special Equipment and Services Requirements:

Particulars	Amount	Remarks
CCTV System	Free	Refer to TOR
Background Investigation	Free	Refer to TOR
K-9 Services	Free	Refer to TOR
TOTAL		

3. The total contract price for Components 1 and 2: **FIVE MILLION FORTY THREE THOUSAND THREE HUNDRED FOURTEEN AND 40/100 PESOS (P5,043,314.40)**

ACCORDINGLY, the Parties hereto agree and do hereby mutually bind themselves as follows:

ARTICLE I AREA OF RESPONSIBILITY

- 1.1. The **AGENCY** shall provide Security Services in the Pamayanang Diego Silang (PDS) Compound, Brgy Ususan (along C-5 Road), Taguig City. It is composed of the following buildings and facilities:
 - a. BCDA Storage Building/Office (former BMHI Building);
 - b. Stockroom and Parking Area located at the back of the BCDA Storage Building;
 - c. PDS Commercial Complex. A mini dry and wet market located within the PDS Compound;
 - d. PDS Main Gate, and

e. Vacant Housing Units under NAPOLCOM.

1.2. The Security Services to be provided in AOR IB shall composed of two (2) major components as follows:

1.2.1 Security Guards with Standard Package Requirements.

1.2.2 Special Equipment and Services Requirements.

1.3. The above components include the hiring of security guards and the standard package that goes with it, special tools and equipment and other services as described below. The budget allocated for the procurement of CCTV equipment and installation will be a one-time procurement and that these sets of equipment become the property of BCDA.

Components	Description	Remarks
Component 1: Security Guards with Standard Package Requirements		
10 Security Guards	12-Hour Duty	Refer to TOR
Component 2: Special Equipment and Services Requirements:		
CCTV system		Refer to TOR
Background Investigation (BI)	As required	Refer to TOR
K-9 Services	As required	Refer to TOR

1.4. Special requirements of the AOR IB, aside from those stipulated in the Terms of Reference (TOR), must first be mutually agreed upon by the Parties in writing.

ARTICLE II CONTRACT DOCUMENTS

2.1. The following documents shall form integral parts of this Contract as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement of both Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government:

- Annex "A" - BCDA's Secretary's Certificate;
- Annex "B" - AGENCY's Secretary's Certificate;
- Annex "C" - Terms of Reference (TOR);
- Annex "D" - Items to be provided by the AGENCY;
- Annex "E" - PADPAO Security Services Rate for the Region;
- Annex "F" - Notice of eligibility/Invitation to submit proposal;
- Annex "G" - Instruction to Eligible Bidders/Bid Documents;
- Annex "H" - Bid Security;
- Annex "I" - Affidavit of Site Inspection;
- Annex "J" - Bid Letter;
- Annex "K" - Bid price and derivation of price per security guard;
- Annex "L" - Comprehensive security plan for the AOR IB;
- Annex "M" - Verified and validated structural map of the AORIB;
- Annex "N" - Guarantee bond for losses and damages;

- Annex "O" - Guarantee bond for salaries and wages of security personnel;
- Annex "P" - Medical/Insurance Coverage of Guards;
- Annex "Q" - Notice of Award with **AGENCY's** "Conforme";
- Annex "R" - **AGENCY's** Certification under oath that it is free and clear of all tax liabilities to the government as required under EO 398, dated 12 January 2005;
- Annex "S" - Copy of latest income and business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR) and duly validated with the tax payments made thereon; and
- Annex "T" - Other pertinent documents as may be required by **BCDA** and the Commission on Audit (COA).

2.2. All contract documents are and shall remain property of **BCDA**.

2.3. All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Contract.

2.4. It is expressly agreed and understood that in case of conflict between this Contract and the provisions of the Contract Documents incorporated as forming integral parts hereof, the former shall prevail.

**ARTICLE III
FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE SECURITY AGENCY
AND THE SECURITY OFFICERS/SECURITY GUARDS**

The **AGENCY** shall perform the following functions, duties and responsibilities within its AOR:

3.1. Provide quality security services on five areas of security, to wit: Personnel Security, Physical Security, Document Security, Communications Security, and Cybersecurity.

3.1.1. Personnel Security - Secure and protect BCDA officers, employees and visitors from harm, harassment, threat and intimidation within the Agency's AOR.

3.1.2. Physical Security - Secure and protect BCDA structures, facilities, equipment and properties from theft, robbery, arson, vandalism, destruction and other criminal acts.

3.1.3. Document Security - Secure and protect documents and vital information from unauthorized use, lost, and unsanctioned destruction; and allow easy but secured access of these documents and information to authorized personnel.

3.1.4. Communications Security - Prevent unauthorized users/interceptors from accessing radio and telecommunications.

3.1.5. Cybersecurity - Implement (in its own ICT system) basic cybersecurity technologies, processes and measures designed to protect computers, networks and data from unauthorized access, vulnerabilities and attacks; and when required, assist the BCDA ICT Department in cybersecurity.







Blasido Z. Ubana





3.2. Implement and enforce all applicable BCDA rules and regulations, standard operating procedures (SOPs) and other issuances relative to the maintenance of safety and security within the scope of work of the contracted Security Agency.

3.3. Conduct at least two seminars (2 hours per seminar) to BCDA personnel on emergency preparedness. Conduct regular or random emergency preparedness drills and simulation exercises for simple or multiple contingencies in coordination with Building/Facility Managers and/or local Disaster Response Mitigation Units.

3.4. During any emergency or contingency situation that was observed or reported in the area of responsibility, immediately constitute a team to act as first responders; call the attention and update the Duty Officer of the prevailing situation and be prepared to handover the responsibility to designated authority.

3.5. Provide special services such as canine deployment and conduct of background investigation of personnel as may be directed; Conduct CCTV review and provide copies of recordings in accordance with existing laws on Data Privacy and SOP of BCDA.

3.6. Install and operate the CCTV system in designated location to ensure widest monitoring coverage of the area of operations. Ensure the proper maintenance of the system and to timely report any damage to the system so that BCDA can immediately respond to maintenance requirements.

3.7. Prevent dumping of garbage of any form in its AOR. In the event that guards fail to prevent the dumping of garbage, it is the responsibility of the Agency to immediately remove said garbage at its own expense. Otherwise, BCDA shall remove or dispose of the garbage and the expenses incurred therefrom shall be chargeable to the account of the Agency.

3.8. Prevent intrusion and proliferation of informal settlers and building of illegal/unauthorized structures within its AOR. Stop and demolish on-going illegal construction of structures within seventy-two (72) hours upon discovery.

3.9. Should the Agency fail to enforce item 3.8 above, it shall compensate BCDA for the cost of demolition and eviction and pay BCDA the amount of ₱20,000.00 per structure illegally constructed during the effectivity of the Contract.

3.10. In case of damage to or loss of BCDA properties due to the negligence or failure of the guard/s to fulfill his/her obligations, the Security Agency is liable to compensate BCDA for the cost of losses or damages except in cases as stipulated in Section 11.5.1 and 11.5.2 of this Contract.

3.11. Submit the following reports:

- 3.11.1. Daily Activity and Situation Report
- 3.11.2. Incident Report (In case of occurrence of unusual incident)
- 3.11.3. Investigation Report (as necessary)
- 3.11.4. Special Reports (In cases of confluence of events and observations which have bearing on safety and security);
- 3.11.5. Information Reports (as obtained)
- 3.11.6. Accomplishment Reports:

Alfredo Z. Urbaner

8 





- a. Monthly – Every 1st Monday of succeeding month
- b. Quarterly – Every 1st week of succeeding quarter
- c. Annual – Every 2nd week of January
- 3.11.7. Roster of Guards (every 15th and 30th of the month)
- 3.11.8. Guard Deployment Schedule (every 15th and 30th of the month)
- 3.11.9. Daily Guard Detail
- 3.11.10. Other reports as maybe required by SMD, BCDA.

3.12. Employ/deploy guards with the following qualifications:

3.12.1. Mandatory Training (in accordance with RA 5487):

- a. Basic Security Officer/Guard Training Course
- b. Retraining/Refresher SO/SG Training Course
- c. Basic Marksmanship Training Course

3.12.2. Optional training/seminars/skills which may contribute to their efficiency, effectiveness and quality of services:

- a. Basic Life Support Training/Seminar
- b. VIP Security Training/Seminar
- c. Marksmanship Refresher Training
- d. Info Gathering and Basic Report Writing Training/Seminar
- e. Disaster and Emergency Response Training
- f. Basic Computer Training for Security Officers
- g. CCTV Operations Seminar

3.13. Coordinate with the PNP, AFP and other friendly forces on matters related to the security and protection of its AOR.

3.14. Prevent vandalism in the form of graffiti, paintings, stickers on **BCDA** fences and walls of structures, and failing to prevent the same, remove such graffiti, painting, sticker and the like and restore the fence or wall to its original form at its own expense with or without notice from **BCDA**.

3.15. Dispatch appropriate number of security guards under a Security Officer/Team Leader to provide covert security to LADD team during conduct of surveys and to the RROWA-SSD (COMREL) Teams during negotiations and LSD Team during expropriation proceedings and to secure properties cleared or acquired by BCDA as a result thereof.

3.16. Upon order or notice of BCDA, provide or reinforce the security force in any of the other **AORs** in case of emergency that necessitates the services or assistance of other agencies such us, but not limited to, the termination of the Contract for Security Services of another agency.

[Handwritten signature]

[Handwritten arrow pointing down]

[Handwritten signature]

[Handwritten signature]

Maribeth Tubana

**ARTICLE IV
GUARD FORCE**

4.1. The **AGENCY** shall deploy Ten (10) security guards in the **AOR IB** on a twenty four (24) hours, seven (7) days a week security coverage, under a twelve (12) hours duty shifts of security guards as specified in the schedule of deployment hereto attached as Annex C; provided, that BCDA reserves the right to amend said schedule of deployment whenever deemed necessary without violating conditions under Section 11.9 of this Contract; provided further that the number of contracted guards may be increased or decreased any time upon the written instruction of BCDA.

4.2. Should the need arise and upon amenability of the **AGENCY**, the latter should be able to increase the number of security guards deployable to other areas of responsibility like areas covered by BCDA affiliates/subsidiaries within or outside Metro Manila at any given time and upon written notice from BCDA.

4.3. The **AGENCY** must be able to deploy female security guards equivalent to at least 10% of the security force.

4.4. The **AGENCY** must have a pool of duly licensed private investigators who are capable of conducting background investigation of certain individuals/organization upon the direction of SMD/PCEO.

4.5. The **AGENCY** must have a pool of duly licensed protective agents who are capable and properly equipped to provide covert security coverage to VIPs or BCDA staff or employees who are under constant threat or intimidation while in the course of performing their respective jobs.

4.6. The **AGENCY** must be capable of providing K9 services within 24-hour notice. For this purpose, the **AGENCY** may either have its own K9 services or have an existing service contract with K9 unit/company. K-9 dogs and its handlers shall be transported on separate vehicles and deployed in coordination with SMD.

4.7. The **AGENCY** must be capable of providing billeting facility for their Security Officers and Guards, the location of which shall be accessible by land transportation and within two (2) kilometer radius from either the Detachment Headquarters or Security Posts. Expenses for rent for the billeting facility and other utilities shall be paid by the **AGENCY**.

4.8. The **AGENCY** must provide the List of Operational Code Names/Numbers or Call Signs of Security Officers and Security Guards assigned to BCDA for reference.

4.9. *The Security Agency shall provide and/or shoulder the cost for the prevention and control of COVID-19 pandemics such as but not limited to the following: testing, disinfection facilities, hand sanitizers; personal protective equipment (PPEs i.e., face mask, face shields, ear protector, helmets, vests and ropes) signages and IEC materials for the proper orientation and training on COVID - 19 prevention and control for all security personnel assigned and/or performing duties in the AORs. This provision shall similarly apply to other health, environmental and other occupational hazards that may occur during the duration of the contract.*

Macedo Z. Ubanao

Handwritten initials and signatures: "H90", "8", a large blue circle, and a blue signature.

Handwritten signature in blue ink.

ARTICLE V
QUALIFICATIONS OF SECURITY OFFICERS/GUARDS

5.1. The Security Officers (Detachment Commander, Assistant Detachment Commander, Shift-In-Charge)

5.1.1. Must have satisfied the basic qualifications required in Section 4 of Republic Act No. 5487 as amended (an act governing the organization and management of Private Security Agencies, Company Guards Forces and Government Security Forces).

5.1.2. Be at least five (5) feet and seven (7) inches in height for male and five (5) feet in height for female and must not be more than fifty (50) years old at the time of acceptance.

5.1.3. Must be a licensed professional driver (Restrictions 1 & 2).

5.1.4. Knowledgeable about Microsoft and Google Applications.

5.1.5. Knowledgeable of CCTV operations/image interpretations.

5.1.6. Former AFP/PNP personnel must either be retired or honorably separated from the Service (copy of retirement order or honorable discharge order duly authenticated by competent authorities must be submitted).

5.1.7. Possess the necessary clearances from Barangay, PNP, NBI, Neuro-Psychiatric Test and Drug Test.

5.2. The Security Guards to be deployed must:

5.2.1. Have satisfied the basic qualifications provided in Section 2 and 3 of Republic Act No. 5487 as amended (an act governing the organization and management of Private Security Agencies, Company Guards and Government Security Forces).

5.2.2. At least five (5) feet and five (5) inches in height for male and five (5) feet and two (2) inches in height for female.

5.2.3. Possess the necessary clearances from Barangay, PNP, NBI, Neuro-Psychiatric Test and Drug Test.

5.2.4. Must have undergone training on first aid and life saving techniques or is willing to undergo similar training within the duration of the contract.

5.3. The **AGENCY** shall submit bio-data and work employment record with corresponding description of expertise and experience of the nominated Detachment Commander; Assistant Detachment Commander; and Shift-In-Charge; for review by BCDA. Acceptance or denial of the nominated Security Officers and Guards shall be determined by the Security Services Unit of BCDA.

5.4. Likewise, the **AGENCY** shall submit to BCDA the 201 files of all deployed security officers and guards to include Personal Data Sheet, copies of Security Licenses, Certificates

Alfredo Z. Utanes II

8 *AGD* *CE* *R*

AG

of Completion of Training for security officers/guards, NBI Clearances, Police Clearances, Barangay Clearances, Neuro-Psychiatric Clearances and result of Drug Tests.

5.5. The **AGENCY** shall certify under oath as to the correctness of the statements made, and the completeness and authenticity of the documents submitted. Qualifications of Officers and Security Guards shall be validated during the post qualification.

ARTICLE VI PRESCRIBED ATTIRE OF SECURITY OFFICERS/GUARDS

6.1. The Security Officers/Guards deployed by the **AGENCY** in **AOR IB** must be in authorized uniform at all times while on duty.

6.1.1. Security Officers – Uniform with complete accessories as prescribed in RA 5487; Use of Barong and Polo Barong shall have written approval of PNP SOSIA.

6.1.2. Security Guards – Uniform with complete accessories as prescribed in RA 5487. Use of Barong and Polo Barong shall have written approval of PNP SOSIA.

ARTICLE VII EQUIPMENT AND ADDITIONAL SERVICES TO BE PROVIDED BY THE AGENCY

The **AGENCY** shall provide all the items/equipment as enumerated in the following two (2) components of the Security Services to be provided in **AOR IB** as indicated in the TOR and as enumerated in the "ITEMS TO BE PROVIDED BY THE AGENCY" hereto attached as Annex "D" and made an integral part hereof:

7.1. Security Guards with Standard Package Requirements

7.2. Special Equipment and Services

ARTICLE VIII CONSIDERATION

8.1. For purposes of billing for services to be rendered under this Contract, **BCDA** shall pay the **AGENCY** the amount of **FORTY-TWO THOUSAND TWENTY SEVEN AND 62/100 PESOS (P42,027.62)** per guard actually deployed per month, for twelve-hour work daily, seven (7) days a week, which amount shall be inclusive of all charges, including taxes to be paid to Government.

8.2. Services rendered pending execution of this Contract upon request of, and which inured to the benefit of **BCDA**, shall be treated in accordance with the terms and conditions hereof.

8.3. This Contract shall be retroactive to the time the **AGENCY** actually started providing the service subject hereof.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Marcos Z. Ubanan

**ARTICLE IX
MANNER OF PAYMENT**

9.1. The **AGENCY** shall bill **BCDA** twice a month, preferably every 15th and 30th or 31st day of every month for services actually rendered by the security guards. For this purpose, the **AGENCY** shall submit the payroll records of the guards with their names, hours of work rendered and a certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith gives **BCDA** the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.

9.2. It is understood that a portion of the amount to be paid to the **AGENCY** represents the salaries of the security guards deployed in the **AOR IB** and shall be received by the **AGENCY** only in trust for the said security guards. In this regard, the **AGENCY** shall strictly adhere to the Schedule hereto attached as Annex "K" and made an integral part hereof.

9.3. The **AGENCY** shall be entitled to request for corresponding adjustment of the stipulated contract price herein in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order subsequent to the execution of this Contract; provided the **AGENCY** presents proof thereof, which proof shall be certified by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) through its "Committee on PADPAO Rate Computation".

**ARTICLE X
SUPERVISION AND CONTROL**

The **AGENCY** shall exercise and provide direct supervision, control and administration over its guards to be deployed in the **AOR IB** in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by **BCDA**. The **AGENCY** shall be under the functional supervision of the Security Management Department (SMD), **BCDA**.

**ARTICLE XI
OBLIGATIONS/LIABILITIES OF THE AGENCY**

The Parties hereto hereby agree to assume and adhere to the following guidelines under this Contract:

11.1. The **AGENCY** shall faithfully comply with its obligations to the guards and to Government as reflected in Annex "E". (PADPAO Wage Order in the Region)

11.1.1. The **AGENCY** shall guarantee each security officer/guard a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and the Wage Orders officially issued by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).

Handwritten signature: Ricardo Z. Valencia

Handwritten signature

Handwritten signature

Handwritten signature

11.1.2. The AGENCY must ensure and/or guarantee the timely release of the salaries of the security guards every 5th day and 20th day of the month for the payroll covering the 16-30/31 and 1-15 respectively. Three (3) successive violations shall be a ground for the termination of the Contract.

11.1.3. The AGENCY shall regularly provide each security officer/guard copy of official pay slip every pay period indicating therein the Summary of their salaries, allowances, bonuses, remittances to SSS, Pag-IBIG, PhilHealth and other authorized deductions. Three (3) successive and unjustifiable violations of this provision shall be a ground for the termination of the Contract.

11.1.4. The AGENCY shall timely and regularly remit all obligations (Amount to Government in Favor of Guard as indicated in the PADPAO Wage Order) for SSS, PhilHealth, Pag-Ibig, and other mandatory remittances as deducted from the pay and allowances of the security guards and officers not later than the 15th day of the following month. Three (3) successive and unjustifiable violations of this provision shall constitute a ground for the termination of the Contract.

11.1.5. The Security Agency shall be entitled to request from BCDA for adjustment of the contract price in the event the minimum wage is increased or where there is an Increase in the fringe benefits in favor of the guards pursuant to law, executive order, decree or wage order; provided that the Security Agency presents acceptable proof thereof, e.g. copy of a wage order certified by the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO), through its "Committee on PADPAO Rate Computation".

11.1.6. BCDA has the right to demand from the Security Agency proofs of compliance of its obligations under sub-clauses 11.1.1 to 11.1.3.

11.1.7. The adjustment of the contract price, unless otherwise amended/superseded by law, shall be computed as follows:

a. Only the "Amount to Guard and Government" shall be adjusted and NOT the Agency Fee; and

b. The 12% VAT shall only be imposed on the Agency Fee and not on the Amount to Guard and Government, in accordance with BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by PADPAO.

11.2. The AGENCY is neither an agent nor an employee of BCDA and the security officers/guards to be deployed by the AGENCY in the AOR are not in any manner to be considered as employees of BCDA. Accordingly, BCDA shall not be responsible for any and all claims for personal injury or death, or damage to, or loss of properties, caused to any security guard or to any third party by such guard.

11.3. The AGENCY shall ensure that the security officers/guards to be deployed in the AOR IB are fully covered by medical and All-Risk Insurance at the AGENCY's own cost.

11.4. No employer-employee relationship shall exist between BCDA and the AGENCY and the security guards to be deployed by the AGENCY in the AOR IB. Accordingly, the

Alfredo Z. Valencia

8 *HTD* *Q* *F* *Q*

AGENCY alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of such relationship. The **AGENCY** shall submit to **BCDA** true copies of payrolls of the security guards and other proof of payment of their wages and other monetary benefits satisfactory to **BCDA** and under **COA** rules. The **AGENCY** undertakes to do so on a bi-monthly basis, and non-compliance therewith shall be a ground for disallowance of the payment of the bill for said billing period without need of notice.

11.5. The **AGENCY** shall be responsible for any loss of, or damage to, any **BCDA** property within **AOR IA** occurring or taking place during the tour of duty of the security guards of the **AGENCY**, and made known in writing to the **AGENCY** within forty-eight (48) hours from the time of discovery of the loss or damage, unless the **AGENCY** is able to prove in a joint investigation conducted by representatives of the **AGENCY** and **BCDA** that there was no fault or negligence on the part of the **AGENCY's** security guard; provided, however, that such loss or damage is not attributable to **BCDA**. This stipulation does not apply in the following cases:

11.5.1. If the loss or damage occurred in an enclosed room or compartment to which the security guard of the **AGENCY** has no access, except when doors/windows/locks/walls are broken or destroyed to gain entry; and

11.5.2. If the property (being guarded), lost or damaged, was kept in storage and/or has not been properly turned-over to the **AGENCY**.

11.6. **BCDA** shall neither deduct its claim for losses and/or damages from the payments to be made to the **AGENCY** for guard services, nor withhold payment to the **AGENCY** without prior notice except for non-compliance with the **AGENCY's** obligations as provided under paragraph 9.1 of Article IX and paragraph 11.4 of Article XI hereof.

11.7. The **AGENCY** shall be liable to **BCDA** for the cost of demolition in addition to the penalty of **Twenty Thousand Pesos (₱20,000.00)** for every structure illegally built during the term of its contract. For this purpose, the **AGENCY** hereby authorizes **BCDA** to deduct such cost and penalty from its billing.

11.8 The **AGENCY** shall not be liable for losses and/or damages due to:

11.8.1. Fortuitous events or force majeure beyond the control of the security guards to prevent despite exercise of due diligence; provided that the same is reported to **BCDA** within twenty-four (24) hours from occurrence thereof so that **BCDA** can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following:

- a. Acts of war or the public enemy whether war be declared or not;
- b. Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
- c. Fires, earthquakes, volcanic eruption or other destructive natural calamities; and
- d. Any other event which under Philippine law is defined as force majeure and/or fortuitous event.

Guards 2. Utaneri
ms

890
8

A

Q

G

11.9. Except upon prior written approval of **BCDA** as provided in Article III hereof, no guard shall render overtime, nor two (2) successive shifts in one day nor shall each guard's schedule of duty overlap with that of another. Otherwise, **BCDA** shall have no obligation to pay the **AGENCY** for the overtime rendered.

11.10. Consistent with the requirements of Executive Order No. 398 dated 12 January 2005, the **AGENCY** shall pay taxes in full and on time, and as proof thereof submit regularly the following:

11.10.1. A copy of the latest income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon; and

11.10.2. A valid Tax Clearance from the BIR.

11.11. The **AGENCY's** failure to submit aforesaid proofs of payment of taxes shall entitle **BCDA** to suspend payment of the **AGENCY's** billings.

ARTICLE XII REPLACEMENT OF SECURITY OFFICERS/GUARDS

Marcelo Z. Ubayan

BCDA has the right to demand from the Security Agency for the immediate relief from post/duty of security officers/guards who are deemed undesirable or incompetent. The Security Agency shall immediately comply with such demand. However, it is the responsibility of the Security Agency to conduct investigation and observe the due process and impose appropriate disciplinary action to erring security officers/guards. Failure of the Security Agency to observe due process is its sole consequential liability.

ARTICLE XIII PREPARATION OF A COMPREHENSIVE SECURITY PLAN

The **AGENCY** must submit a comprehensive security plan, including fire, bomb threat, earthquake and typhoon to **BCDA** for review and approval within the period prescribed by **BCDA**. The **AGENCY** shall strictly observe and implement the security plan once the same is formally approved by **BCDA**.

ARTICLE XIV PERFORMANCE SECURITY

14.1. To guarantee the faithful performance of the **AGENCY** of its responsibilities and obligations under the Contract for Security Services, and the payment to **BCDA** for losses and/or damages suffered thereby, and such other liabilities that the **AGENCY** may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the Contract, the **AGENCY** shall post a **performance security** in favor of **BCDA** in the amount of **ONE MILLION FIVE HUNDRED TWELVE THOUSAND NINE HUNDRED NINETY-FOUR AND 32/100 PESOS (P1,512,994.32)** which is equal to Thirty Percent (30%) of the total consideration, in the form of Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. The **performance security** shall be callable on demand

and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

14.2. Similarly, to answer for the wages due the security guards should the **AGENCY** fail to pay the same, a **wage security** shall be posted by the **AGENCY** in favor of **BCDA** in an amount equal to three (3) months' cost of labor in the **AOR** equal to **ONE MILLION TWO HUNDRED SIXTY THOUSAND EIGHT HUNDRED TWENTY-EIGHT AND 60/100 PESOS (₱1,260,828.60)**. The **wage security** shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

ARTICLE XV
EFFECTIVITY, DURATION AND EXTENSION OF CONTRACT

15.1. The **AGENCY** shall provide security services to **BCDA** for a contract period of three (3) years, subject to renewal annually based on any or all of the following criteria:

15.1.1 Results of the Semestral Performance Evaluation and Inspection (PEI).

15.1.2 Assessment of the current and future security situation and the corresponding security needs/requirements of **BCDA**.

15.2. It is understood that paragraph 15.1 above allows **BCDA** to exercise its right to either extend or terminate the Contract based on the results of the PEI and/or the assessment of the security situation and security needs of **BCDA**. Moreover, it must be explicitly stated that based on the security needs of **BCDA**, the number of deployed security personnel may either be reduced or increased by **BCDA** as the case may be. Therefore, **BCDA** may opt to introduce other security measures such as the use of access cards to compensate for the reduced number of deployed guards and to improve security.

15.3. After the contract period of three (3) years, the Contract may be extended for a maximum of twelve (12) months, renewable monthly, subject to the results of the performance evaluation of the Security Agency, exigency of service, availability of funds and upon mutual agreement of the parties.

15.4. The Agency is expected by **BCDA** to maintain at least a rating of "Satisfactory" level of performance in the first six months of the term of the contract based on the performance criteria which shall include, among others, (i) quality of service delivered; (ii) compliance to required resources and scope of work; (iii) standards of internal governance; (iv) training and suitability of personnel; (v) contract administration and management; and (vi) provision of regular and special reports on the status of **BCDA**'s premises in terms of security in accordance with the security plan. It should be emphasized, however, that **BCDA** desires that the contracted security providers should deliver quality services within the range of "Very Good" to "Excellent" level of performance. The actual level of performance shall be assessed by **BCDA**, through **SSU**, before the end of every semester of each year, and shall serve as one of the bases for the renewal of its contract for another one (1) year or until the final three (3)-year period mentioned in this Terms of Reference shall have been completed in accordance with Government Procurement Policy Board (**GPPB**) rules and regulations on implementation of said three (3)-year period. Based on the assessment, the **BCDA** may terminate the contract of the security service contractor for its poor performance (not within

Marcos Z. Tubancan

8

the BCDA's standard level of performance, i.e. poor and satisfactory) or failure to comply with its obligations as stipulated in the contract.

15.4.1. Level of Performance Rating (The detailed rating system for the Performance Evaluation and Inspection (PEI) shall be provided to the contracted agency/ies):

Adjectival Rating	Numerical Rating	Description of Rating
Poor	74.99 and below	Fails to meet most of the requirements of BCDA in terms of admin and operational capability. Poor quality of services.
Below Satisfactory	75 – 79.99	Meets most of the requirements but several violations were noted. The quality of services is very much wanting.
Satisfactory	80 – 84.99	Meets all the requirements but with minor violations. The quality of services needs further improvement.
Good	85 – 89.99	Meets all the requirements and no violations, but the quality of services needs further improvement.
Very Good	90 – 94.99	Meets all the requirements and no violation. The quality of services needs minimal improvement.
Excellent	95 – 100	Achieves the highest standard for quality-security services as required by BCDA.

**ARTICLE XVI
LIQUIDATED DAMAGES**

BCDA shall, without prejudice to its other remedies under this Contract and under applicable law, deduct from the Contract Price, as liquidated damages, a sum equal to at least one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, BCDA, without prejudice to other courses of action and remedies open to it, may consider termination of the Contract pursuant to Article XVII hereof.

**ARTICLE XVII
TERMINATION**

Either Party may terminate this Contract for breach of any provision thereof and for other legal causes by written notice given to the other party at least two (2) weeks before the intended date of termination.

Mecado Z. Ubana

**ARTICLE XVIII
DISPUTE RESOLUTION**

18.1 Any dispute or controversy between the Parties in connection with or arising from this Contract shall, as far as practicable, be settled by the Parties amicably.

18.2 During the pendency of any such dispute, the **AGENCY** shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by **BCDA**.

18.3 Should **BCDA** be constrained to resort to court action to enforce or safeguard its rights and interest under this Contract, the **AGENCY** shall be liable to **BCDA** for attorney's fees in an amount equal to twenty percent (20%) of the total sum claimed in the Complaint, but in no case less than ₱50,000.00, whichever is higher, exclusive of damages and the expenses of litigation. Any and all disputes arising out of this contract shall be filed by the Parties in the proper court of Taguig City, Metro Manila, to the exclusion of all other courts, bodies and tribunals.

**ARTICLE XIX
AMENDMENT**

Amendment or modification of the terms and conditions or any of the provisions of this Contract shall be made only upon a written instrument which shall be signed by both Parties hereto.

**ARTICLE XX
AGENCY'S WARRANTY**

The **AGENCY** warrants that it has not given or promised to give money, gift or any material favor/consideration to any officer or employee of **BCDA** to secure or in consideration of this Contract and that any violation of this warranty shall be sufficient ground for **BCDA** to revoke or cancel the same with or without need of judicial action by giving written notice to that effect to the **AGENCY**.



Melendo Z. Tubancan



SIGNED BY THE PARTIES on 13 AUG 2021 in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

CATALINA SECURITY AGENCY

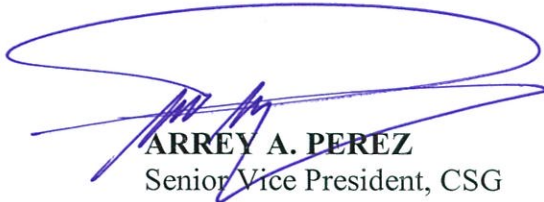
By:

By:


AILEEN AN. R. ZOSA
Executive Vice President


MR. PLACIDO Q. URBANES III
Proprietor

Signed in the Presence of:


ARREY A. PEREZ
Senior Vice President, CSG


MS. MARGIE A. BAUTISTA
Marketing Manager

ACKNOWLEDGMENT

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


BEFORE ME, a NOTARY PUBLIC for and in the City of Taguig, personally appeared:

Name	Competent Evidence of Identity	Issued on/at
AILEEN AN. R. ZOSA	<u>PO189020B</u>	<u>DFA MANILA 10 JAN 2019</u>
MR. PLACIDO Q. URBANES III	<u>33-6038500-6</u>	<u>QUEZON CITY</u>

who proved to me by their competent evidence of identity to be the same persons who executed the foregoing Contract and they acknowledge to me that the same is their free act and deed and that of the entity herein represented.

SIGNED AND SEALED on AUG 24 2021 in Taguig City, Philippines.

Doc. No. 399
Page No. 81
Book No. 02
Series of 2021


ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2021
ROLL OF ATTORNEYS NO. 63834
IBP NO. 1492918 / 1-07-2021 / RIZAL
PTR NO. A-5069446 1-07-2021 / TAGUIG CITY
MCLE COMPLIANCE NO. VI-0014157 / 05 NOV. 2018





Republic of the Philippines
Social Security System



PLACIDO QUEROL
URBANES III

33-6038500-6
JANUARY 8, 1977

Placido Q. Urbanes III



ROMULO L. NERI
SSS PRESIDENT



PROUD TO BE A FILIPINO

BIR FORM 0016 (DECEMBER, 2014)

COMMUNITY TAX CERTIFICATE		INDIVIDUAL	CCI2018 06485680
YEAR 2021	PLACIDO QUEROL URBANES III	QUEZON CITY	DATE ISSUED 01-14-2021
20	URBANES, PLACIDO III	(MIDDLE)	TAXPAYER'S COPY 104018-847
ADDRESS 526 G. ARANETA AVE. TATALON 4		SEX: <input type="checkbox"/> 1 MALE <input type="checkbox"/> 2 FEMALE	HEIGHT
CITIZENSHIP SINGLE PROPRIETORSHIP		PLACE OF BIRTH	WEIGHT
CIVIL STATUS <input checked="" type="checkbox"/> 1 Single <input type="checkbox"/> 2 Married <input type="checkbox"/> 3 Widower/Legally Separated <input type="checkbox"/> 4 Divorced		DATE OF BIRTH	PROFESSION / OCCUPATION / BUSINESS
A. BASIC COMMUNITY TAX (P5.00) Voluntary or Exempted (P 1.00)		TAXABLE AMOUNT	COMMUNITY TAX DUE P 5.00
B. ADDITIONAL COMMUNITY TAX (Tax not to exceed P5,000.00)			
1. GROSS RECEIPTS OR EARNINGS DERIVED FROM BUSINESS DURING THE PRECEDING YEAR (P1.00 for every P 1,000.00)		P	5045.00
2. SALARIES OR GROSS RECEIPT OR EARNINGS DERIVED FROM EXERCISE OF PROFESSION OR PURSUIT OF ANY OCCUPATION (P1.00 for every P 1,000)			
3. INCOME FROM REAL PROPERTY (P1.00 for every P 1,000)			5050.00
Right Thumb Print	TAXPAYER'S SIGNATURE	TOTAL	P 0.00
	EDGAR T. VILLANUEVA City Treasurer	INTEREST	
		TOTAL AMOUNT PAID	P 5050.00
MUNICIPAL / CITY TREASURER		(In words):	

DOP: 04.10.2018