

CONTRACT FOR SECURITY SERVICES

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 St., Crescent Park West, Bonifacio Global City Taguig City, represented herein by its President and CEO, **VIVENCIO B. DIZON** who is duly authorized for this purpose, as evidenced by Secretary's Certificate dated _____, a certified true copy of which is hereto attached as Annex "A" and made an integral part hereof, hereinafter referred to as "**BCDA**";

and

The **BAGUIO'S FINEST SECURITY AGENCY**, organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at DOTC-TELOF Building, Post Office Loop, Session Road, Baguio City, represented herein by its Proprietor/Security Director, **KARL B. GABAEN**, LLB, CSP, 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 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 for the government to directly undertake such functions and operations, subject to accounting and auditing rules and regulations”;

As a result of the public bidding conducted for the purpose on 15 September 2017, the Bids and Awards Committee for Goods (BAC-G), pursuant to its Resolution No. BG-2017-036, awarded the Contract for Security Services to the **AGENCY** for AOR III - Bataan Technology Park, at the monthly rate as enumerated below:

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

Particulars	Amount
Amount to Guard and the Government	₱ 24,352.57
Agency Fee	4,870.51
12% VAT (Applicable to Agency Fee only)	584.46
Rate per guard per month	29,807.54
Total Contract price for 20 guards for the 1st year only	₱ 7,153,809.60

References: 1. BFSA's Bid Price and Derivation of Price; & 2. PADPAO Wage Order No. RB III-20.

2. Component 2: Special Equipment and Services Requirements:

Particulars	Amount	Remarks
CCTV System	₱ 50,000.00	Refer to TOR
Background Investigation	35,000.00	Refer to TOR
K-9 Services	35,000.00	Refer to TOR
TOTAL	₱ 120,000.00	

3. The total contract price for Components 1 and 2: **Seven Million Two Hundred Seventy Three Thousand Eight Hundred Nine & 60/100 Pesos (Php 7,273,809.60)**

NOW, THEREFORE, 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 at the Bataan Technology Park (BTP), Brgy Sabang, Morong, Bataan including certain improvements therein, hereinafter referred to as the **AOR III**.

1.2. The Security Services to be provided in AOR III 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 equipment become the property of BCDA.

Components	Description	Remarks
Component 1: Security Guards with Standard Package Requirements		
20 Security Guards	12-Hr Duty	Refer to TOR
Component 2: Special Equipment and Services Requirements		
CCTV system		a) Refer to TOR b) Increment procurement and installation depending on the location of the number of channels which will be determine after assumption of AOR. c) To be owned by BCDA
Background Investigation (BI)	As required	Refer to TOR
K-9 Services	Deployment as required	Refer to TOR

1.4. Special requirements of the AOR III, 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" - Notice of Award with AGENCY's Conforme;
- Annex "B" - Terms of Reference (TOR);
- Annex "C" - Items to be provided by the AGENCY;
- Annex "D" - PADPAO Wage Order No. RB III-20;
- Annex "E" - Notice of eligibility/ Invitation to submit proposal;
- Annex "F" - Instruction to Eligible Bidders / Bid Documents;
- Annex "G" - Bid Security;

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 P50,000.00, 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 having jurisdiction over the AOR, 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**.

IN WITNESS WHEREOF, the Parties hereto and their principal witnesses hereby set their hands on this document on the 11 day of NOVEMBER, 2017 at TALAMON CITY.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**BAGUIO'S FINEST SECURITY
AGENCY**

By:

By:


VIVENCIO B. DIZON
President and CEO


MR. KARL B. GABAEN, LLB, CSP
Proprietor / Security Director



Signed in the Presence of:


AILEEN ANUNCIACION R. ZOSA
Executive Vice President


FLORENCIO D. BANGNGAYON
Administrative Officer

ACKNOWLEDGMENT

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


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

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Issued on/at</u>
VIVENCIO B. DIZON	[REDACTED]	[REDACTED]
KARL B. GABAEN, LLB, CSP	[REDACTED]	[REDACTED]

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.

IN WITNESS WHEREOF, I set my hand and seal this DEC 07 2017 day of _____, 2017, in Taguig City, Philippines.

Notary Public


GUABERTO DIZON JR.
 Notary Public for Taguig City, Philippines
 2/F 87C 31st St. -GGC, Taguig City, 1634
 Appointment No. 31 Until 31 December 2017
 PTP No. AC-0095312/Angelo City/06 Jan 17
 Attorneys Roll No. 48062/857 Life Member Roll No. 04862
 MCLE Compliance No. V-0005517/14 January 2015

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