

Contract for Security Service for Area of Responsibility III (Bataan Technology Park)

This AGREEMENT made and entered into this 30 APRIL 2025 between the **Bases Conversion and Development Authority (BCDA)**, a government instrumentality vested with corporate powers by virtue of Republic Act (RA) No. 7227, as amended, with office address at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, represented by its President and CEO, **ENGR. JOSHUA M. BINGCANG**, who is duly authorized for this purpose as evidenced by the Secretary's Certificate, a copy of which is hereto attached as **Annex "A"**

-and-

Envisage Security Agency Inc., (the Supplier) with principal place of business at Envisage Building Jupiter St. Cor. Pluto St. Brgy. Bahay Toro, Quezon City, represented by its Authorized Representative, **MR. JUDEO R. CHAN**, who is duly authorized for this purpose as evidenced by the Secretary's Certificate, a copy of which is hereto attached as **Annex "B"**

WHEREAS, the BCDA invited Bids for certain goods and ancillary services, particularly the Procurement of Security Services for AOR III (Bataan Technology Park) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Seven Million Nine Hundred Seventy-Seven Thousand Eight Hundred Forty-Three Pesos and 86/00 (Php7,977,843.86)** plus VAT of **Nine Fifty-Seven Thousand Three Hundred Forty-One Pesos 26/100 (Php957,341.26)** (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 an 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




- ii. 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;

- 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, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Seven Million Nine Hundred Seventy-Seven Thousand Eight Hundred Forty-Three Pesos and 86/00 (Php7,977,843.86)** plus VAT of **Nine Hundred Fifty-Seven Thousand Three Hundred Forty-One Pesos 26/100 (Php957,341.26)** or such other sums as may be ascertained, **Envisage Security Agency, Inc.**, agrees to Contract of Security Services for AOR III (Bataan Technology Park in accordance with his/her/its Bid.
4. The BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. Anti-Bribery. The contractor has not made and will not make any offer, promise to pay, or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of the provision shall be a ground for immediate termination of this contract.
6. Assignment. Contractor shall not assign this contract or sub-contract any portion of it, without BCDA's prior written consent. Prior to the assignment or subcontracting and the approval by BCDA thereof,



Contractor must disclose to BCDA the name of its assignee/s or subcontractor who/which should have a written agreement/s with Contractor indicating: (i) that the assignee/s or subcontractor/s is aware and shall abide with all the terms and conditions of this Contract, as may be applicable, (ii) that the terms of the assignments/subcontract shall not exceed the term of this Contract, and (iii) the detailed terms of the assignment/subcontract.

7. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:
 - a. Contractor shall pay taxes in full and on time.
 - b. Contractor is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made therein.
8. This contract has been submitted to the Office of the Government Corporate Counsel (OGCC) in accordance with OGCC MC Nos. 2023-07 and 2023-08, and the OGCC's comment, if any, shall automatically form part of this contract.

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.


ENGR. JOSHUA M. BINGCANG
President and CEO

for:
**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**


MR. JUDEO R. CHAN
Authorized Representative

for:
**ENVISAGE SECURITY
AGENCY, INC.**

Signed in the Presence of:



DEAN S. MONTALBAN
Vice President


MS. IMELDA T. VIER
Vice President

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Taguig City)

BEFORE ME, this MAY 14 2025, at Taguig City, Philippines, personally,
appeared the following persons, to wit:


Name	Competent Evidence of Identity	
	Type of ID	ID No. & Expiration Date
ENGR. JOSHUA M. BINGCANG President and CEO		
MR. JUDEO R. CHAN Authorized Representative		

who are known to be the same person through their competent evidence of identity and acknowledged to me that the signature they affixed confirm their free and voluntary act and deed, as well as that of the entities they represent, for the uses and purposes therein set forth.

This Agreement, consisting of four (4) pages including this page on which this Acknowledged is written, is duly signed by the Parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal in place and date first written above.

Doc. No. 294;
Page No. 60;
Book No. 1;
Series of 2025.


ATTY. NOVELYN B. CARINAN
Notary Public for and in the City of Taguig
Until December 31, 2025
Appointment No. 173 (2024-2025)
PTR No. A-6330452; July 15, 2024; Taguig City
IBP No. 422373; Jan. 15, 2024; Rizal / Roll No. 90401
MCLE No. : Admitted to the Philippine Bar
on December 22, 2023