

Contract for Security Services for AOR VI (Poro Point International Seaport)

This AGREEMENT made and entered into this 28 SEPT. '25 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 evidence by Secretary's Certificate, a copy of which is hereto attached as **Annex "A"**;

-and-

GRAND MERITUS SECURITY AGENCY, INC., (the Supplier) with principal place of business 3rd Floor Carpio Building No. 12 Xavierville Avenue, cor Pajo Street Loyola Height, Quezon City represented by its Authorized Representative **MS. KRISTINE MAE L. MORA**, who is duly authorized for this purpose as evidence by 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 VI (Poro Point International Seaport) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Fifteen Million Seven Hundred Eighteen Thousand Eight Hundred Sixty-Four Pesos and 96/00 (Php15,718,864.96)** plus VAT of **One Million Eight Hundred Eighty-Six Thousand Two Hundred Sixty-Three Pesos and 79/100 (Php1,886,263.79)** (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
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

6. Assignment. The Service provider shall not assign this contract nor subcontract any portion thereof, without the prior written consent of BCDA, and only to the extent allowed under Republic Act No. 9184, as amended, and its Implementing Rules and Regulation (IRR). Prior to any assignment or subcontracting, the Service Provider shall disclose to BCDA the identity of the assignee (s) or subcontractor (s), who must enter into a written agreement with the Service Provider providing, among others: x x x."
7. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:
 - a. Service Provider shall pay taxes in full and on time.
 - b. Service Provider 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 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 may be terminated on any of the grounds and in the manner provided under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPBB).

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

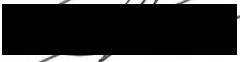

MS. KRISTINE MAE L. MORA
Authorized Representative

for:
**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

for:
**GRAND MERITUS
SECURITY AGENCY, INC.,**

Signed in the Presence of:


VP DEAN S. MONTALBAN
OIC, Security Management Department


MR. EFRAIM C. ROMERO
Operation Manager

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 **Fifteen Million Seven Hundred Eighteen Thousand Eight Hundred Sixty-Four Pesos and 96/00 (Php15,718,864.96)** plus VAT of **One Million Eight Hundred Eighty-Six Thousand Two Hundred Sixty-Three Pesos and 79/100 (Php1,886,263.79)** or such other sums as may be ascertained, **Grand Meritus Security Agency, Inc.**, agrees to Procurement of Security Services for AOR VI (Poro Point International Seaport) 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 Service Provider represents, warrants, and covenants that, in connection with this Contract, it, its directors, officers, employees, agents, and subcontractors shall not, directly or indirectly, offer, give, solicit, or accept any gift, payment, consideration, or benefit of any kind which constitute or may be construed as an illegal or corrupt practice, or as an inducement or reward for any act or omission relating to the performance of this Contract, or for conferring and advantage upon BCDA or any of its officers or employees.

The Service Provider further undertakes comply with all applicable anti-bribery, anti-graft, and anti-corruption laws, including but not limited to Republic Act No. 3019 (Anti-Graft and Corrupt Practices Act), Republic Act No. 6713 (Code of Conduct and Ethical Standards for Public Official and Employees), and other relevant laws, rules, and regulations.

Any breach of this provision shall constitute sufficient ground for the immediate termination of this Contract, without prejudice to the right of BCDA to pursue legal remedies, including damages suspension, blacklisting, or other sanctions available under Republic Act No. 9184 and its Implementing Rules and Regulation.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Taguig City)

BEFORE ME, this OCT 09 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		
KRISTINE MAE L. MORA		

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. 39;
Page No. 12;
Book No. 2;
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-6454026; Jan. 9, 2025; Taguig City
IBP No. 500952; Jan. 7, 2025; Rizal / Roll No. 90401
MCLE Compliance No. VIII-0031916/April 14, 2028