

**CONTRACT FOR SECURITY SERVICES  
AOR I- BCDA CORPORATE CENTER AND BCDA FACILITIES PDS**

**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, 2/F Bonifacio Technology Center, 31<sup>st</sup> 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 **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, Brgy. Tatalon, 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 aforementioned 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 duly conducted for the purpose on 15 MAY 2018, the Bids and Awards Committee for Goods recommended the award of the Contract for Security Services to the **AGENCY** for AOR I - BCDA Corporate Center and BCDA Facilities PDS, hereinafter referred to as the **AOR I**, since its offer is the most advantageous to **BCDA**;

BAC Resolution No. SS-2018-001, approving the award of the Contract for Security Services for AOR I to the **AGENCY** at the monthly rate of **Thirty Nine Thousand Two Hundred Forty Seven & 92/100 Pesos (P39,247.92)** per guard, in accordance with PADPAO Wage Order No. NCR-21;

**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 in **AOR I**, more specifically as enumerated below:

AOR	No. of SG	Nr of Duty Hr Per Shift	Location
AOR I-Sector A: BCDA Corporate Center	13	12-Hour	2 <sup>nd</sup> Floor, Bonifacio Technology Center Bldg., 31 <sup>st</sup> St., Bonifacio Global City, Taguig City
AOR I-Sector B: BCDA Facilities, PDS	10	12-Hour	Pamayanang Diego Silang, C-5 Road, Brgy Ususan, Taguig city
<b>Total No. of SG</b>	<b>23</b>		

**ARTICLE II  
CONTRACT DOCUMENTS**

2.1. The following documents shall form an integral part 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 - Terms of Reference (TOR);
- Annex C - PADPAO Wage Order No. NCR-21
- Annex D - Bid Documents;
- Annex E - Bid Security;
- Annex F - Bid price and derivation of price per security guard;
- Annex G - Guarantee bond for losses and damages;
- Annex H - Guarantee bond for salaries and wages of security personnel;
- Annex I - Medical/Insurance Coverage of Guards;
- Annex J - Notice of Award with AGENCY's "Conforme";
- Annex K - Notice to Proceed with AGENCY's "Conforme";
- Annex L - **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 M - 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 N - 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 an 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 an integral parts hereof, the former shall prevail.

**ARTICLE III  
FUNCTIONS AND DUTIES OF THE AGENCY AND SECURITY GUARDS**

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

3.1. Provide quality security services on the following five areas:

3.1.1. Protection of Personnel - 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. Communications Security - Prevent unauthorized users/interceptors from accessing its own radio networks being installed in **BCDA**.

3.1.4. Document Security – Secure and Protect its own document and vital information on matters related to **BCDA**.

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.

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 **AGENCY**;

3.3. In times of emergency, all deployed security guards shall be in emergency mode and ready to implement contingency plans. Those who are within the immediate area of the emergency situation shall act as first responders and be prepared to handover the responsibility to designated authority.

3.4. Conduct at least two seminars (2 hours per seminar) to **BCDA** personnel on emergency preparedness and conduct drills on emergency situation in coordination with the emergency plan/s of the building or area administrator.

3.5. Provide special services such as canine deployment and conduct of background investigation of personnel as may be directed.

3.6. Operate the CCTV system installed in AOR I-A – **BCDA** Corporate Center 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. Install and operate CCTV system in AOR I-B – **BCDA** Facilities, PDS as specified in the Terms of Reference (TOR). Ensure the proper maintenance of the system and shall be responsible for the immediate repair/replacement of damage units.

3.8. 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 **AGENCY** is liable to compensate **BCDA** for the cost of losses or damages.

3.9. The **AGENCY**, through its Detachment Headquarters in AOR I shall submit the following reports:

- 3.9.1. Daily Activity and Situation Report.
- 3.9.2. Incident Report (In case of occurrence of unusual incident)
- 3.9.3. Investigation Report (as necessary)
- 3.9.4. Special Reports (In cases of confluence of events and observations which have bearing on safety and security)
- 3.9.5. Information Reports (as obtained)
- 3.9.6. Roster of Guards (every 15<sup>th</sup> and 30<sup>th</sup> of the month)
- 3.9.7. Guard Deployment Schedule (every 15<sup>th</sup> and 30<sup>th</sup> of the month)
- 3.9.8. Daily Guard Detail
- 3.9.9. Employ/deploy guards with the following qualifications:
  - 3.9.9a. Mandatory Training (in accordance with RA 5487):
    - i. Basic Security Officer/Guard Training Course
    - ii. Retraining/Refresher SO/SG Training Course.
    - iii. Basic Marksmanship Training Course
  - 3.9.9b. Optional training/seminars/skills which may contribute to their efficiency, effectiveness and quality of services:

- i. Basic Life Support Training/Seminar
- ii. VIP Security Training/Seminar
- iii. Marksmanship Refresher Training
- iv. Information Gathering and Basic Report Writing Training/Seminar
- v. Disaster and Emergency Response Training
- vi. Basic Computer Training for Security Officers

3.10. Provide **BCDA** the Security Agency Code of Personnel Policy as reference;

3.11. 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 as, but not limited to, the termination of the Contract for Security Services of another agency;

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

#### ARTICLE IV GUARD FORCE

4.1. The **AGENCY** shall deploy **Twenty Three (23)** security guards in AOR I as stated in Article I of this Contract on a twenty four (24) hours, seven (7) days a week security coverage (with reduced number of guards deployed during weekends and holidays in AOR I-A), under a twelve (12) hours duty shifts as specified in the Guard Requirement for AOR I of the Terms of Reference (Annex C); provided, that **BCDA** reserves the right to amend said Guards Requirement 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 arises 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.

#### ARTICLE V QUALIFICATIONS OF SECURITY OFFICERS/GUARDS

5.1. The Security Officers must (Detachment Commander, Assistant Detachment Commander, Alternate Security Officer):

5.1.1. 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 four (4) inches in height, and must not be more than fifty (50) years old at the time of acceptance;

5.1.3. Be computer literate;

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

Note: 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).

5.2. 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 four (4) 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 OIC, 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 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 GUARDS

6.1. The security guards deployed by the **AGENCY** in **AOR** must be in proper uniform at all times while on duty.

6.1.1. Security Officers – SOSIA prescribed Uniform for Security Officers.

6.1.2. Drivers – Polo Barong

6.1.3. Security Guards – SOSIA Prescribed Uniform for Security Guards – Class A.

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

7.1. The **AGENCY** shall provide all the items/equipment as indicated in the Terms of Reference (TOR):

7.1.1 Organizational Detachment Equipment Requirements

7.1.2 Individual Uniform and Equipment

#### 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 **Thirty Nine Thousand Two Hundred Forty Seven & 92/100 Pesos (P39,247.92)** 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.

### ARTICLE IX MANNER OF PAYMENT

9.1. The **AGENCY** shall bill **BCDA** twice a month, preferably every 15<sup>th</sup> and 30<sup>th</sup> or 31<sup>st</sup> day of the 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 I** 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 I** in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by **BCDA**.

### ARTICLE XI OBLIGATIONS/LIABILITIES OF THE AGENCY

The Parties hereto hereby agree to assume and be guided by the following principles under this Contract:

11.1. The **AGENCY** shall faithfully comply with its obligations to the guards and to Government as reflected in Annex "C" (PADPAO Wage Order No. NCR-21).

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).

11.1.2. 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.

11.1.3. 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.

11.1.4. The **AGENCY** shall ensure the timely release and disbursement of the salaries of the Security Guards. Under this condition, release of salary should not be more than five (5) from the cut-off date of a particular pay period.

11.1.5. The **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 **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 **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:

11.1.7a. Only the "Amount to Guard and Government" shall be adjusted and NOT the Agency Fee; and

11.1.7b. 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 guards to be deployed by the **AGENCY** in the AOR I 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 guards to be deployed in the **AOR** 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 I**. Accordingly, the **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 its **AOR** 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 and/or 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 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 not be liable for losses and/or damages due to:

11.7.1. 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:

- 11.7.1a. Acts of war or the public enemy whether war be declared or not;
- 11.7.1b. Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
- 11.7.1c. Fires, earthquakes, volcanic eruption or other destructive natural calamities; and
- 11.7.1d. Any other event which under Philippine law is defined as force majeure and/or fortuitous event.

11.8. Except upon prior written approval of **BCDA** as provided in Article III hereof, no guard shall render overtime, nor two (2) successive shifts, 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.

11.9. 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:

11.9.1. 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

11.9.2. A valid Tax Clearance from the BIR.

11.10. 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 GUARDS

**BCDA** has the right to demand from the **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 **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 in the TOR. 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 **Three Million Two Hundred Forty Nine Thousand Seven Hundred Twenty Eight Pesos (P3,249,728.00)** 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 **Two Million Seven Hundred Eight Thousand One Hundred Seven Pesos (P2,708,107.00)**. 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 **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 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 <b>BCDA</b> 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

  
  
 Ricardo L. Urbaneja



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 one-tenth of one percent (1/10 of 1%) of the Contract for each week or part thereof of delay until the actual deployment of security guards, up to a maximum deduction of fifteen percent (15%). Once the maximum is reached, **BCDA** 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.

**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 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 having jurisdiction over the Area of Responsibility (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 30 day of June, 2018 at Taang City.

**BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**CATALINA SECURITY AGENCY**

By:

*[Signature]*  
**VIVENCIO B. DIZON**  
President and CEO

By:

*[Signature]*  
**PLACIDO Q. URBANES III**  
Proprietor



Security Services



EF2018-0476

Signed in the Presence of:

*[Signature]*  
**AILEEN ANUNCIACION R. ZOSA**  
Executive Vice President

*[Signature]*  
**MARGIE A. BAUTISTA**  
Marketing Officer

**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
VIVENCIO B. DIZON	PASSPORT ID NO: P4232808A	DFA Manila
PLACIDO Q. URBANES III	SSS ID NO: 33-6032500-6	Quezon City

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        day of        **JUL 02 2018**, 2018, in Taguig City, Philippines.

Notary Public


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Page No. 57  
Book No. 11  
Series of 2018


*[Signature]*  
**GUALBERTO J. OYZON, JR.**  
Notary Public for Taguig City, Philippines  
Appointment No. 22, Until 31 December 2019  
2/F BTC 21<sup>st</sup> St., BGC, Taguig City, 1634  
PTR No. A-3774071/Taguig City/16 January 2018  
Roll of Attorneys No. 49062/IBP Lifetime Member No. 04862  
MCLE Compliance No. V-0003517/14 January 2013

*[Handwritten mark]*

*[Handwritten mark]*



 Republic of the Philippines  
Social Security System




PLACIDO QUEROL  
URBANES III

33-6038500-6  
JANUARY 6, 1977

*Placido Q. Urbanes III*

RONULO L. NERI  
PRESIDENT



PROUD TO BE A FILIPINO

Philippine Health  
Insurance Corporation

PhilHealth Number

03-050283645-1

Issued to

URBANES III, PLACIDO QUEROL

*Placido Q. Urbanes III*

Signature