



Republic of the Philippines

Department of Environment and Natural Resources

**BIODIVERSITY MANAGEMENT BUREAU**

Ninoy Aquino Parks and Wildlife Center

Quezon Avenue, Diliman, Quezon City

Tel. Nos.: (632) 924-6031 to 35 Fax: (632) 924-0109, (632) 920-4417

Website: <http://www.bmb.gov.ph> E-mail: [bmb@bmb.gov.ph](mailto:bmb@bmb.gov.ph)

**BAC RESOLUTION AND RECOMMENDING APPROVAL**  
**RESOLUTION NO. 2020-149**

**WHEREAS**, the Biodiversity Management Bureau (BMB) posted an Invitation to Bid for the bidding of **"Procurement of Security Services for Biodiversity Management Bureau for CY 2021"** in the Philippine Government Electronic Procurement System (Phil-GEPS), BMB Website and Bulletin Board with an Approved Budget for the Contract of **Php11,350,139.67**;


**WHEREAS**, in the opening of bids conducted last December 7, 2020, only one (1) bidder, **168 SECURITY, INC.**, submitted a bid proposal;


**WHEREAS**, after careful review and evaluation of the bid proposal and post-qualification procedure, the Technical Working Group recommended to award the contract to **168 SECURITY, INC.** being the Single Calculated and Responsive Bidder;

**NOW, THEREFORE**, We, the members of the Bids and Awards Committee, hereby **RESOLVED**, as it is hereby **RESOLVED**:


1. To declare the bid of **168 SECURITY, INC.** as the Single Calculated and Responsive Bidder for the above mentioned requirement with a contract amount of **P11,041,925.88**; and
2. To recommend the foregoing findings for approval by the Director of the Biodiversity Management Bureau.

**RESOLVED**, this 21<sup>st</sup> day of December 2020.


  
**MELODY ANN L. MALANO**  
Provisional Member, BAC  
(End-user)

  
**NANCY R. CORPUZ**  
Member, BAC

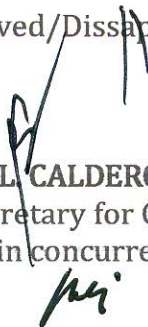
  
**ATTY. THERESA M. TENAZAS**  
Member, BAC

  
**MERIDEN E. MARANAN**  
Member, BAC

  
**ARMIDA P. ANDRES**  
Vice-Chairperson, BAC

  
**AMELITA D. ORTIZ**  
Assistant Director  
Chairperson, BAC

Approved/Dissapproved:

  
**RICARDO L. CALDERON, CESO III**  
OIC, Assistant Secretary for Climate Change and  
Director, in concurrent capacity





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## NOTICE OF AWARD

**Ms. Catherine T. Marquez**

Licensee

168 Security, Inc.

Rm. 2B Floor Hizon Building

#29 Quezon Avenue, Quezon City

Dear **Ms. Marquez:**

We are pleased to inform you that your agency was declared as the Single Calculated and Responsive Bidder for the bidding of the *"Procurement of Security Services for Biodiversity Management Bureau for CY 2021"* with a contract amount of **P11,041,925.88**.

In view thereof, you are hereby required to sign a contract with BMB within **ten (10) calendar days** upon receipt of this Notice. You are also reminded to post a performance security in accordance with Section 39 of the 2016 Revised IRR of RA 9184.

Very truly yours,

  
**RICARDO L. CALDERON, CESO III**

OIC, Assistant Secretary for Climate Change and  
Director, in concurrent capacity

Conforme:

  
**CATHERINE T. MARQUEZ**

Date : Dec. 29, 2020





## NOTICE TO PROCEED

**Ms. Catherine T. Marquez**

Licensee

168 Security, Inc.

Rm. 2B Floor Hizon Building

#29 Quezon Avenue, Quezon City

Re : Procurement of Security Services for Biodiversity Management Bureau  
for CY 2021

Dear Ms. Marquez:

This Notice is being issued to inform you that the Contract for the above-mentioned subject has been approved. As such, work relating to implementation of the contract may commence effective upon receipt of this Notice.

In view thereof, you are responsible for performing the services under the terms and conditions of Contract in accordance with the implementation schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Biodiversity Management Bureau.

Very truly yours,

  
**RICARDO L. CALDERON, CESO III**

OIC, Assistant Secretary for Climate Change and  
Director, *in concurrent capacity*

Received by:

  
PRINT NAME AND SIGNATURE

Date: Jan. 01, 2021

**CONTRACT FOR SECURITY SERVICES**  
**No. 2020-033**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract, made and entered into by and between:

The **BIODIVERSITY MANAGEMENT BUREAU**, a duly constituted government agency with principal office address at Quezon Avenue, Diliman, Quezon City, Metro Manila, represented herein by its Director, **RICARDO L. CALDERON**, hereinafter referred to as the **CLIENT**;

-and-

**168 SECURITY, INC.**, an entity duly organized and existing under the laws of the Republic of the Philippines, with office address at Rm. 2B, 2<sup>nd</sup> Floor Hizon Building, #29 Quezon Avenue, Quezon City, represented herein by its Licensee, **MS. CATHERINE T. MARQUEZ**, hereinafter referred to as the **AGENCY**;

**WITNESSETH, THAT :**

**WHEREAS**, for the current year, the **CLIENT** had programmed the security services requirement of the Bureau for CY 2021;

**WHEREAS**, the **CLIENT**, because of its limited manpower, and the 23.85 hectares of land, buildings and facilities located inside the Ninoy Aquino Parks and Wildlife Center (NAPWC) which houses the different offices of the Biodiversity Management Bureau, decided to hire the services of an agency to provide security services;

**WHEREAS**, the **CLIENT** conducted public bidding for the above requirement in accordance with the provisions of RA 9184 and its 2016 Revised Implementing Rules and Regulation;

**WHEREAS**, in the public bidding conducted last December 7, 2020, only the **AGENCY** submitted a proposal;

**WHEREAS**, after the bid evaluation procedure and post-qualification procedure, the BAC decided to award the contract to the **AGENCY** being the Single Calculated and Responsive Bidder as per attached BAC Resolution No. 2020-139 dated December 21, 2020;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, mutual consents and stipulations hereinafter set forth, the parties have agreed to enter into this contract, to wit;

**ARTICLE I. OBLIGATIONS OF THE CLIENT:**

1.1 Pay the **AGENCY** every 15<sup>th</sup> and 30<sup>th</sup> of each month, upon presentation of billing and acceptance of work done, duly supported by proof of payments of SSS, Philhealth and PAG-IBIG Contributions:

DEPLOYMENT	NO. OF GUARDS	NO. OF HOURS/SHIFT	RATE PER MONTH	TOTAL FOR 12 MONTHS
NAPWC grounds & premises	10 guards	8 hrs./1 <sup>st</sup> shift	27,114.94	3,253,792.80
	10 guards	8 hrs./2 <sup>nd</sup> shift	27,114.94	3,253,792.80
	10 guards	8 hrs./3 <sup>rd</sup> shift	29,369.86	3,524,383.20
	1 guard	12 hrs./day shift	41,003.04	492,036.48
	1 guard	12 hrs./night shift	43,160.05	517,920.60
TOTAL	32 guards			11,041,925.88



- 1.1 Increase or decrease the number of guards through a written notice from the BMB Director for valid and justifiable causes, and/or request for a replacement of any security guard in a similar manner;
- 1.2 Issue Certificates of Acceptance, process and effect payments of actual security services rendered within fifteen (15) working days from receipt of the billing statement;
- 1.3 Monitor attendance, payment of salaries, remittances, and taxes to the government as required by law;
- 1.4 Conduct orientation on CLIENT'S policies concerning security, health and wellness;
- 1.5 Conduct inspection and require replacement of defective security tools/equipment by notifying the AGENCY;
- 1.6 Conduct semi-annual Performance Evaluation to assess the quality of individual security guards and the Agency performance in compliance with the terms and conditions of the contract using a template designed for the purpose;

## ARTICLE II. OBLIGATION OF THE AGENCY

- 2.1 Provide, assign, designate, supervise and control the Thirty-Two (32) security guards *within the perimeter* of the Ninoy Aquino Parks and Wildlife Center (NAPWC) in contract for a period of twelve (12) months, from 01 January 2021 to 31 December 2021;
- 2.2 Submit Curriculum Vitae and work experience in security operations of Detachment Commander and Shifts-in-charge to enable BMB to determine if they satisfy the requirements. The Detachment Commander must have Management Training Course or other relevant trainings;
- 2.3 Deploy well-trained and thoroughly screened security personnel in proper uniform, physically and mentally fit as supported by an updated medical certificate, negative COVID-19 test result, and valid NBI Clearance.
- 2.4 Submit security plans within the perimeter of the Ninoy Aquino Parks and Wildlife Center as well as regular monthly and annual reports of security operations to the Park Operations Superintendent of the NAPWC;
- 2.5 Rotate, re-assign, suspend, terminate or impose disciplinary measures on erring security personnel based on the validated complaints submitted and upon written request of the BMB Director;
- 2.6 Notify at least one (1) week before any replacement/ improvements/ termination of assigned security guard(s) unless for justifiable or legal cause/s, which requires a submission of a report of the action taken at least one (1) day after the incident;
- 2.7 Hold CLIENT free from any liability arising from any claims of the security guards and other personnel employed by the Security Agency for benefits under the Labor Code of the Philippines;
- 2.8 Show evidence of actual payment made to their employees or any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority;
- 2.9 Ensure the payment of wages on a regular schedule every 15<sup>th</sup> and 30<sup>th</sup> of each month and other benefits in accordance with the existing wage law and provisions of the Labor Code and their implementing rules and regulations;



2.10 Submit proof of compliance with legal requirements on the payment of salaries, remittances and taxes as a prerequisite for payment on or before the 5<sup>th</sup> day of the succeeding month, such as, but not limited to the following:

- j.1 Billing Statement/Invoice
- j.2 Daily Time Record (Summary and Individual Time Card)
- j.3 Proof of actual payment (Payroll: Salary and Benefits)
- j.4 Certificate of Acceptance of Work Done

2.11 Ensure that the security guards to be deployed are fully covered by medical and risk insurance at the AGENCY's own cost;

2.12 To indemnify CLIENT for any loss, damage and expenses to property that it may suffer due to failure of the assigned security guards to perform the duties required;

2.13 Conduct at least two (2) briefings for security personnel per week;

2.14 Submit a report to the NAPWC Parks Operation Superintendent, within forty-eight (48) hours from the time of the discovery, or any loss or damage to BMB property/ies;

2.15 Conduct investigations and submit incident reports on unusual occurrences within forty-eight (48) hours from the time of the discovery;

2.16 Maintain peace and order at all times, prevent the unauthorized intrusion, prohibit dumping of garbage, forbid vandalism within NAPWC premises; and ensure that the persons and properties of the Bureau are secured in times of rallies, mass actions and other gatherings;

2.17 Fulfill other security-related tasks as may be assigned by the CLIENT Director; and

2.18 Abide by the rules and regulations and attend security-related policy/procedural briefs being implemented by the CLIENT.

### **ARTICLE III. OTHER PROVISIONS**

3.1 The AGENCY warrants that every security guard assigned under this contract possesses the necessary license issued by the PNP-SAGSD as well as the qualifications required by Republic Act No. 5487, otherwise known as the "Private Security Agency Law" and likewise, been screened as to their fitness, mental alertness, educational background, and sense of responsibility including Drug Test and Neuro-Psychiatric Test;

3.2 The AGENCY shall pay the security guards assigned to the CLIENT under this Contract in accordance with the existing minimum wage law and the 13<sup>th</sup> month pay law. To ensure compliance herewith, the CLIENT may at anytime require the AGENCY to submit proof of such implementation;

3.3 The AGENCY warrants that it has adequate logistics to maintain continuous flow of operations and can afford prompt payment of salaries and wages of security personnel deployed by virtue of this contract. In some cases, due to unavoidable circumstances, where the CLIENT shall be delayed in paying the AGENCY, the AGENCY further warrants its reserved/contingency funds to pay on time the salaries of the security personnel. Warrants further the deployment of the required number of security personnel anytime needed and pay on time pending negotiation or signing of the contract with CLIENT;

3.4 The AGENCY in addition to the obligation therein above mentioned shall have available plainclothes security guards and a ready vehicle for the purpose, binds itself to undertake the escorting of any official of the CLIENT during special events without any cost on the part of the CLIENT;

3.5 The AGENCY to provide, as specified in **Annex A**, materials and equipment to be used for security-related purposes;

3.5 This Contract shall take effect upon receipt of the copy of Notice to Proceed up to December 31, 2021. The CLIENT shall have the right to terminate and/or cancel this Contract before its expiration date by serving a thirty (30) days notice of termination for violation of any provisions of their contract;

3.6 To undertake the job specified in the Terms of Reference marked as **Annex A**;

3.7 This Agreement shall be interpreted in accordance with the laws of the Republic of the Philippines and its covenants and practices.

IN WITNESS WHEREOF, the parties have signed this agreement on the 29 DEC 2020 day of \_\_\_\_\_, 2020 at **MANILA**, Philippines.

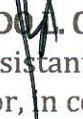
168 SECURITY, INC.

BIODIVERSITY MANAGEMENT BUREAU

By :


By :

  
**CATHERINE T. MARQUEZ**  
Licensee

  
**RICARDO A. CALDERON, CESO III**  
OIC, Assistant Secretary for Climate Change and  
Director, in concurrent capacity

SIGNED IN THE PRESENCE OF :

  
**ROBERTO E. RAMIREZ**

  
**MELODY ANN L. MALANO**  
Park Operations Superintendent, NAPWC

FUNDS AVAILABLE:

  
**IZEL D. IBAROLA**  
Accountant II

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P 920,160.49  
( January 1-31, 2021 )



ACKNOWLEDGEMENT

Republic of the Philippines)  
City of Quezon **MANILA** ) S.S.

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared the following:


NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
RICARDO L. CALDERON	Passport No. S0012623A	11/6/2017/DFA MANILA
CATHERINE T. MARQUEZ	SSS No. 0712212720	

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of five (5) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

29 DEC 2020  
**WITNESS MY HAND AND SEAL**, this \_\_\_ day of \_\_\_\_\_ 2021 in **MANILA** Philippines.

Doc. No. 427  
Page No. 86  
Book No. XXVII  
Series of 2021

  
**LEONARDO A. TARMIENTO III**  
Notary Public - City of Manila  
Notarial Commission No. 2020-049/12-31-2021  
Roll of Attorneys No. 55518 /05-02-08  
IBP No. 094679/Manila/11-12-19 (for2020)  
PTR No. 9298318/Manila/02-14-2020  
MCLE No. VT-0022748/04-02-19  
No. 517 Lakandula St., Tondo, Manila





# 168 SECURITY INC.

Rm. 2B, 2<sup>nd</sup> Floor Hizon Building # 29 Quezon Avenue, Quezon City  
 Tel. Fax Nos.: 8241-0701; 8712-2389; 8732-9844; 8741-4075 & 8743-0420  
 Email Add: sasi168\_110996@yahoo.com

## PROPOSED EQUIPMENT AND SUPPLIES FOR BMB SECURITY SERVICES FOR CY 2021

PARTICULARS	Quantity	Remarks
Base Radio	1 unit	1 unit
Handhel Radio	12 units	12 units
Motorcycle	1 unit	1 unit
Non-motorized Emergency Response Vehicle	1 unit	1 unit
Bicycles	3 units	4 units
Mirror (vehicle inspection)	2 units	2 units
Side Arms (at least 9mm/32 calibre) with ammo (Active Shift)	11 units	11 units
CCTV (Closed Circuit Television Video) with multi-camera and CD ROMs with archiving and storing capabilities to be installed at the entrance gate 1 and 2	2 units	2 units
Desktop PC with printer	1 unit	1 unit
Safety Helmet with Face Shield	11 units	11 units
Rechargeable Spotlight	11 units	11 units
Handcuffs	11 units	32 units
First Aid Kit	11 units	32 units
Night Stick	11 units	32 units
Whistle	32 units	32 units
Flash light, heavy duty	11 units	32 units
Siren	2 units	2 units
Vault for Depository of Firearms	1 unit	1 unit
Raincoat	32 units	32 units
Boots	32 pair	32 pair
Umbrella	11 units	11 units
Digital Camera	1 unit	1 unit
Mega Phone	1 unit	2 units
Face Masks	1 box per 2 months/person	1 box per 2 months/person
Face Shields	1 per person	1 per person
Shotgun	1 unit	1 unit
Prescribed Uniform	1 unit / guard (32 units)	1 unit / guard (32 units)
Other Equipment		
Teargas	32 units	32 units
Portable Rechargeable Lamp Led	5 units	5 units
Metal Detector	5 units	5 units
Security Vest	4 units	4 units
Logbook	32 units	32 units

**CATHERINE T. MARQUEZ**

NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

**168 SECURITY INC.**  
 COMPANY NAME