

**CONTRACT FOR SECURITY SERVICES**  
**No. 2022-187**

BIODIVERSITY MANAGEMENT BUREAU  
OFFICE OF THE AUDITOR  
**JAN 06 2023**  
RECEIVED BY: *Darwin*

**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 OIC, Director, **NATIVIDAD Y. BERNARDINO**, 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/Marketing Head, **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 2023;

**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 13, 2022, only the **AGENCY** purchased bid documents and submitted bid 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. 2022-240** dated December 28, 2022;

**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	29,304.48	3,516,537.60
	10 guards	8 hrs./2 <sup>nd</sup> shift	29,304.48	3,516,537.60
	10 guards	8 hrs./3 <sup>rd</sup> shift	30,068.83	3,608,259.60
	1 guard	12 hrs./day shift	44,492.89	533,914.68
	1 guard	12 hrs./night shift	45,639.41	547,672.92
<b>TOTAL</b>	<b>32 guards</b>			<b>P11,722,922.40</b>



- 1.2 Increase or decrease the number of guards through written notice from the CLIENT for valid and justifiable cause, and or request for a replacement of any security guard, through a written notice to the Agency;
- 1.3 Process and effects payments of actual security services rendered within fifteen (15) working days from receipt of the billing statement;
- 1.4 Monitor attendance, payment of salaries, remittances, and taxes to the government as required by law;
- 1.5 Through the NAPWC Management Office, randomly conduct inspection and require replacement of defective security tool/equipment by notifying the Agency;
- 1.6 Conduct semi-annual Performance Evaluation to assess the quality of individual security guards and Agency performance in compliance with the terms and conditions of the contract using a template designed for the purpose;
- 1.7 Facilitate the process of updating the list of plate numbers (government and private vehicles) and pictures of current BMB/DENR officials in coordination with the NAPWC; and
- 1.8 Allocate additional financial resources depending on fund availability, should there be any changes referring to salary increment in accordance with the latest Wage Order of the Regional Tripartite Wages and Productivity Board - National Capital Region (NCR).

## **ARTICLE II. OBLIGATION OF THE AGENCY**

- 2.1 Provide, assign, designate, supervise and control the Thirty-Two (32) security guard within the 23.85-hectare perimeter of NAPWC in contract for a period of twelve (12) months from 01 January 2023 to 31 December 2023;
- 2.2 Submit Curriculum Vitae and work experience in security operations of Detachment Commander and Shifts-in-charge to enable the CLIENT to determine if they satisfy the requirements. The Detachment Commander must have Management Training Course or other relevant trainings;
- 2.3 Submit security plans within the perimeter of the NAPWC;
- 2.4 Submit regular monthly and annual report of 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/ improvement/ termination of assigned security guard (s) unless 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 AGENCY for benefits under the Labor Code of the Philippines;

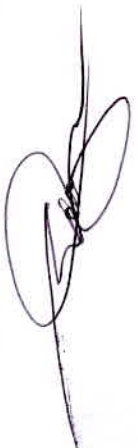




- 2.8 Show evidence of actual payment made to their employees or any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority;
- 2.9 Ensure the payment of wages on a regular schedule every 15<sup>th</sup> and 30<sup>th</sup> of each month 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:
  - 2.10.1 Billing Statement/Invoice
  - 2.10.2 Daily Time Record (Summary and Individual Time Card)
  - 2.10.3 Proof of actual payment (Payroll: Salary and Benefits)
- 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 the CLIENT of 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 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;
- 2.14 Conduct investigations and submit incident reports on unusual occurrences within forty-eight (48) hours from the time of the discovery;
- 2.15 Free CLIENT from any liability arising from acts of its security guards which caused damage of whatever type to CLIENT employees and properties or to any third party and their properties;
- 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 CLIENT 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;
- 2.18 Abide by the rules and regulations being implemented by the CLIENT and the NAPWC as a classified National Park; and
- 2.19 Keep updated of the latest list of plate numbers and pictures of DENR officials in coordination with the NAPWC and exercise courtesy upon arrival at the Park.

### **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;
- 3.6 This Contract shall take effect upon receipt of the copy of Notice to Proceed up to December 31, 2023. 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 \_\_\_ day of DEC 29 2022 2022 at Quezon City, Philippines.


168 SECURITY, INC.

BIODIVERSITY MANAGEMENT BUREAU

By :

By :

  
**CATHERINE T. MARQUEZ**  
 Licensee/Marketing Head

  
**NATIVIDAD Y. BERNARDINO**  
 OIC, Director

SIGNED IN THE PRESENCE OF :

  
**DENNIS A. UMENGAN**

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

FUNDS AVAILABLE:

IZEL D. IBARDOLAZA  
Accountant II

ACKNOWLEDGEMENT

02-101101-2023-01-0059  
1000000000 - 10212030-01  
P 11,722,922.00  
Jan 1 - Dec 31, 2023

Republic of the Philippines)  
City of Quezon ) 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
NATIVIDAD Y. BERNARDINO	Driver's License N25-05013964	September 8, 2017/Manila
CATHERINE T. MARQUEZ	SSS 07-1221272-0	

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.

WITNESS MY HAND AND SEAL, this 05 JAN 2023 day of \_\_\_\_\_ 2022 in Quezon City, Philippines.

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Book No. 50-A  
Series of 2022

  
ATTY. ROSALINDA ADRIANO MONTENEGRO  
NOTARY PUBLIC  
Commission No. Adm. No. NP-113 (2022-2023)  
PTR No. 4028249-01/3/2023-QC  
IBP No. 263982-01/03/2023-QC  
Attorney Roll No. 68465  
MCLE Compliance No. VII-0021672  
valid until 4/14/25  
Unit 312, Bldg. 137 Malakas St.  
Brgy. Central, Quezon City





**TERMS OF REFERENCE**  
**PROCUREMENT OF SECURITY SERVICES**  
**FOR THE BIODIVERSITY MANAGEMENT BUREAU FOR CY 2023**

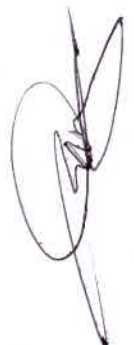
The purpose of the assignment is to appoint a Service Provider to supply security staff to render physical security services *within the perimeter* of the Ninoy Aquino Parks and Wildlife Center (NAPWC) on contract for a period of twelve (12) months from 01 January 2023 to 31 December 2023.

The areas requiring Security are as follows:

- a. Gate 1 Quezon Avenue area
- b. Gate 2 North Avenue
- c. BMB Institutional Offices (such as the Office of the Director, National Wildlife Rescue Center)
- d. NAPWC Protected Area Management Office
- e. BMB Training Center
- f. NAPWC Grounds

The Terms of Reference (TOR) for the services of thirty-two (32) security guards (including Detachment Commander) have the following scope of obligations/responsibilities:

1. There shall be no employer-employee relationship between BMB and the security guards and other personnel employed by the Security Agency. As such, all security guards shall refrain from using the assigned security office as lodging, and from using electricity for cooking and ironing uniform/garments, among others.
2. Qualification of Prospective Bidders in addition to the minimum qualification set by RA 9184:
  - 2.1. At least five (5) years of experience in providing security services as shown by either a PADPAO certificate of membership or PNP license to operate preceding five (5) years; and,
  - 2.2. Must submit Retirement Plan to its Security Personnel employees pursuant to DOLE Department Order No. 150-16, Series of 2016.
3. Obligations of the winning Security Agency hereafter referred to as the "Agency".
  - 3.1. Provide, assign, designate, supervise and control the Thirty-Two (32) security guard *within the 23.85-hectare perimeter* of NAPWC in contract for a period of twelve (12) months from 01 January 2023 to 31 December 2023;



- 3.2. Submit Curriculum Vitae and work experience in security operations of Detachment Commander and Shifts-in-charge to enable DENR to determine if they satisfy the requirements. The Detachment Commander must have Management Training Course or other relevant trainings;
- 3.3. Submit security plans within the perimeter of the NAPWC;
- 3.4. Submit regular monthly and annual report of operations to the Park Operations Superintendent of the NAPWC;
- 3.5. 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;
- 3.6. Notify at least one (1) week before any replacement/ improvement/ termination of assigned security guard (s) unless justifiable or legal cause/s, which requires a submission of a report of the action taken at least one (1) day after the incident;
- 3.7. Hold BMB 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;
- 3.8. 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;
- 3.9. 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;
- 3.10. 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:
  - 3.10.1. Billing Statement/Invoice
  - 3.10.2. Daily Time Record (Summary and Individual Time Card)
  - 3.10.3. Proof of actual payment (Payroll: Salary and Benefits)
- 3.11. Ensure that the security guards to be deployed are fully covered by medical and risk insurance at the Agency's own cost;





- 3.12. To indemnify the BMB of any loss, damage and expenses to property that it may suffer due to failure of the assigned security guards to perform the duties required;
- 3.13. 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 DENR property/ies;
- 3.14. Conduct investigations and submit incident reports on unusual occurrences within forty-eight (48) hours from the time of the discovery;
- 3.15. Free BMB from any liability arising from acts of its security guards which caused damage of whatever type to BMB employees and properties or to any third party and their properties;
- 3.16. Maintain peace and order at all times, prevent the unauthorized intrusion, prohibit dumping of garbage, forbid, vandalism with NAPWC premises; and ensure that the persons and properties of the BMB are secured in times of rallies, mass actions and other gatherings;
- 3.17. Fulfill other security-related tasks as may be assigned by the BMB Director;
- 3.18. Abide by the rules and regulations being implemented by the BMB and the NAPWC as a classified National Park; and
- 3.19. Keep updated of the latest list of plate numbers and pictures of DENR officials in coordination with the NAPWC and exercise courtesy upon arrival at the Park.

4. Scope and Limitation of the Responsibilities of BMB.

- 4.1. Increase or decrease the number of guards through written notice from the BMB Director for valid and justifiable cause, and or request for a replacement of any security guard, through a written notice to the Agency;
- 4.2. Process and effect payments of actual security services rendered within fifteen (15) working days from receipt of the billing statement;
- 4.3. Monitor attendance, payment of salaries, remittances, and taxes to the government as required by law;
- 4.4. Conduct orientation on BMB policies concerning security, health and wellness;

Handwritten signature or initials in the right margin, consisting of a large, stylized loop and a vertical line extending downwards.



- 4.5. Through the NAPWC Management Office, shall randomly conduct inspection and require replacement of defective security tool/equipment by notifying the Agency;
  - 4.6. Conduct semi-annual Performance Evaluation to assess the quality of individual security guards and Agency performance in compliance with the terms and conditions of the contract using a template designed for the purpose;
  - 4.7. Through the NAPWC, facilitate the process of updating the list of plate numbers (government and private vehicles) and photos of current BMB/DENR officials; and
  - 4.8. Allocate additional financial resources depending on fund availability, should there be any changes referring to salary increment in accordance with the latest Wage Order of the Regional Tripartite Wages and Productivity Board - National Capital Region (NCR).
5. Minimum requirement of supplies and equipment to be provided by the Agency in carrying out the proposed security services within the contract period is as follows:

PARTICULARS	MINIMUM REQUIREMENTS
Base Radio	1 unit
Handheld Radio	12 units
Motorized Emergency Response Vehicle	1 unit
Bicycles	3 units
Mirror (vehicle inspection)	2 units
Luminous Traffic Vest with Hand Gloves	6 units
Side Arms (at least 9mm/0.38 calibre) with ammo (Active Shift)	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
Desktop PC with printer	1 unit
Safety Helmet with Face Shield	11 units
Rechargeable Spotlight	11 units
Handcuffs	11 units
First Aid Kit	11 units
Night stick	11 units
Whistle	32 units
Flash light, heavy duty (with batteries/rechargeable)	11 units
Vault for Depository of Firearms	1 unit
Raincoat- ReflectORIZED for safety	32 units
Rain Boots	32 units




Umbrella (classic golf)	11 units
Digital Camera	1 unit
Mega Phone	1 unit
Face Masks	1 box per 2 months/person
Shotgun	1 unit
Prescribed Uniform	1/person on duty

6. Deployment of Security Guard

SECURITY POST	1 <sup>st</sup> Shift (6:00am- 2:00pm)	2 <sup>nd</sup> Shift (2:00pm- 10:00pm)	3 <sup>rd</sup> Shift (10:00pm - 6:00am)	1 <sup>st</sup> Shift 12hrs./day shift (6:00am- 6:00pm)	2 <sup>nd</sup> Shift/12 hrs./night shift (6:00pm- 6:00am)
BMB Offices and NAPWC Grounds and Premises	10	10	10	1	1

7. Additional Documentary Requirement for post qualification purposes:

7.1. Licenses/Clearance, such as but not limited to:

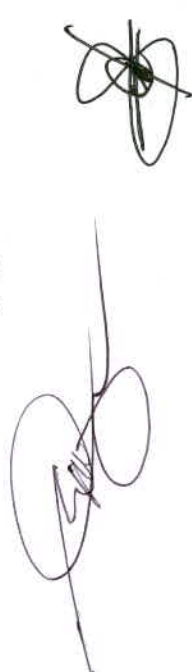
- 7.1.1. PNP License to Operate
- 7.1.2. Certificate of Good Standing issued by PADPAO in CY 2018
- 7.1.3. NTC Certificate of Registration (for telecom equipment)
- 7.1.4. Current and valid Firearms License

7.2. Certification from Agency that the Equipment, Supplies and Materials stated in item 5 are available;

7.3. Certification that the Agency can provide the manpower requirements as per schedule of deployment of Security Guards stated in item 6 of this TOR;

7.4. Company Profile and track record for the past five (5) years highlighting the following information:

- 7.4.1. Year established and number of years in the services;
- 7.4.2. License to Operate Number;
- 7.4.3. Name of satisfied clients;
- 7.4.4. Number of years of serving each client;
- 7.4.5. Number of security guards deployed in each client; and
- 7.4.6. Area covered by contract in square meters as well as the corresponding description (office, factory, warehouse, hospital, bank etc..)





- 7.5. Security Plan including Investigation and Reporting Procedures consistent with item 3 of this TOR;
- 7.6. Continuing manpower development plan to enhance capability and upgrade skills of security guards, presenting training certificates such as but not limited to proper handling or urban disturbances like rallies, pickets and mass actions;
- 7.7. Certification of minimum qualifications of personnel stated in individual profiles including but not limited to the following:
  - 7.7.1. Duly licensed security guards
  - 7.7.2. At least two (2) years tertiary education
  - 7.7.3. Ages 21 to 55 except for the Detachment Commander
  - 7.7.4. Two (2) years supervisory experience for supervisor of all guards
  - 7.7.5. At least 5'5 (male) or 5'0" (female) in height
  - 7.7.6. Such other qualifications as BMB may deem necessary in the course of the implementation of the contract
    - 7.7.6.1 Maximum four (4) females
- 7.8. List of commendations or certificates of appreciation received, if any;
- 7.9. Certification/List of free services, supplies or equipment willing to be offered for free in addition to the minimum requirements set in the TOR, if any;
- 7.10. Statement of special gadget/equipment to be installed for free in addition to the minimum requirements set in the TOR, if any; and,
- 7.11. Energy and Resource conservation measures or plans, such as but not limited to:
  - 7.11.1. Regular and Periodic check-up of the building and utilities (e.g. Lights, air condition and water) to avoid wastage and other circumstances;
  - 7.11.2. Implement the "No Idling of vehicles" policy within the NAPWC Compound; and,
  - 7.11.3. Reporting of leakages and wastage.

Prepared by:



**MELODY ANN L. MALANO**  
Protected Area Superintendent  
Ninoy Aquino Parks and Wildlife Center

Approved by:



**NATIVIDAD Y. BERNARDINO**  
OIC Director  
Biodiversity Management Bureau

