

SECURITY

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into at Quezon City, Philippines by and between:

The **BUREAU OF BROADCAST SERVICES**, a government agency duly organized under Philippine laws with principal office address at 4th Floor PIA Building, Visayas Avenue, Quezon City, Philippines, represented herein by its Director, **RIZAL GIOVANNI P. APORTADERA, JR.**, hereinafter referred to as **BBS**.

-and-

The **168 SECURITY, INC.** organized and existing under and by virtue of the laws of the Republic of the Philippines, holding its office at Room 2B AM Building No. 28 Quezon Avenue, Quezon City, represented herein by **MR. VINSON S. ANG**, President, hereinafter referred to as **AGENCY**.

WITNESSETH:

WHEREAS, Bureau of Broadcast Services needs the services of a security agency to render security services for BBS radio stations, offices, studios, transmitter plants mentioned in Annex A hereof;

WHEREAS, in a public bidding conducted for the purpose, **AGENCY** was declared as having the single, calculated responsive bid by the **BBS Bids and Awards Committee (BAC)**, which shall form part of this contract in addition to the following: Invitation to Bid Form including all documents statements contained in the two bidding envelopes, pre-qualification documents, **BAC Resolution No. PB 12-004** Series of 2017, performance Security and Notice of Award;

WHEREAS, the Bureau of Broadcast Services accepted said offer of **AGENCY**.

NOW, THEREFORE, in view of the foregoing premises and of the mutual covenants and stipulations herein after provided, the parties hereto have agreed as follows:

ARTICLE I SCOPE OF SECURITY WORK

1. **AGENCY** shall provide and make available the necessary number qualified, acceptable, licensed, bonded, armed and uniformed security guards on a 24-hour daily coverage for Bureau of Broadcast Services aforementioned radiostations and/or office(s), as mentioned in the attached **DEPLOYMENT OF AGENCY** herto attached Annex "B", for the purpose of ensuring its security and safety, including Bureau of Broadcast Services properties deposited and stored therein, as well as the persons and properties of the employees of BBS against losses and damages due to and/or caused by theft, pilferage, robbery, and other unlawful acts of strangers and/or third parties.
2. **AGENCY** shall provide the appropriate number of guards for two (2) shift a day or one shift of 12 hours a day as the requirement maybe. The regular daily tour of duty for each guard shall be twelve (12) hours, and no guard shall be made to render more the twelve (12) hour period except in cases of extreme necessity and only upon written permission of BBS.
3. **AGENCY** shall be liable for any loss, injury or damage to life and/or property within the BBS premises and all the contents thereof mentioned in Article II hereof when such could have been avoided/prevented had the **AGENCY** guard(s) not been negligent and/or remiss in the performance of the assigned duties and responsibilities; provided that such loss, injury or damage shall be reported in writing by BBS to the **AGENCY** through any of its guards assigned with BBS within forty eight (48) hours from the time of discovery of such loss, injury or damage and results of the investigation disclosed that **AGENCY** guards are negligent and/or remiss in the performance of assigned duties.



4. AGENCY shall also, at all times, extend security and protection to BBS personnel and authorized visitors and their personal properties within BBS premises.

ARTICLE II PAYMENT

1. For and in consideration of the security services to be rendered by the AGENCY to BBS, the BBS shall, during the term of the contract, pay the AGENCY the total amount of **SIXTEEN MILLION FIVE HUNDRED SIXTY NINE THOUSAND THREE HUNDRED SIX PESOS AND 72/100 (P 16,569,306.72)** for a period of One (1) Year from January 1, 2018 to December 31, 2018 on the basis of twelve (12) working hours a day, Sundays and Holidays included, inclusive of Value Added Tax (VAT), subject to adjustments if found not in accordance with auditing and accounting rules.
2. BBS shall pay AGENCY based on the latter's actual performance of the services called for under this Contract taking into account the actual number of personnel, their actual tour of duty and respective compensations per month as listed in "Annex "C" hereof, and deductions for penalties under Article VIII hereof. It is understood that Agency's billing include all the statutory compensation and benefits due to its security guards as provided for under but not limited to the Minimum Wage Law, Executive Order no. 178 and Republic Act No. 6640.
3. BBS shall have the right to audit over the payroll of AGENCY and send its duly authorized Representative to oversee the payment of wages to the security guards assigned with BBS.

ARTICLE III MANNER OF PAYMENT

1. Payment shall be made every fifteen (15) days of the month for security services rendered per billings submitted by AGENCY. The bill of AGENCY shall be supported by a properly accomplished payroll showing the gross amount, earned deductions and the net amounts payable to the security guards and properly signed daily time records. Where Bundy clock is available, accomplished time cards shall be submitted. The number of security guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period. Deductions from billings shall be imposed as provided for in Article VIII hereof.

There shall be accomplished two (2) copies Daily Time Records (DTR) duly approved by the BBS responsible officer, one of which will be retained by BBS. Billings must be submitted by the AGENCY not later than ten (10) days after the lapse of each fifteen (15) day billing period as proof that AGENCY is concerned with maintaining its liquidity to pay the Security Guard's salaries on time.

2. AGENCY hereby binds itself to pay its employees in accordance with the provisions which may arise under existing laws and shall comply with the provisions of all other Philippine Laws relative to its employees.
3. For information purposes. AGENCY shall, every end of the month, submit to BBS reports and/or information concerning illness and/or accident occurring or befalling its employees assigned to the premises of BBS; if BBS becomes liable to any employee of the AGENCY under the provisions of any law resulting from AGENCY's failure to comply with said law, AGENCY shall reimburse BBS for all payments made to said employee. The performance bond, filed by AGENCY shall also answer for this contingency, including attorney's fees and cost of suit. AGENCY shall, together with its billings, submit to BBS a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.

ARTICLE IV
OBLIGATIONS AND RESPONSIBILITIES OF AGENCY

1. It is expressly understood and agreed that for all legal intents and purposes, all the guards of AGENCY employed under this Contract shall **not** be considered employees of BBS. Security AGENCY assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract.
2. AGENCY shall ensure and guarantee that its security guards shall familiarize themselves with BBS officers and all the network's personnel, and at all times, accord them the highest respect and courtesy.
3. AGENCY shall submit promptly a report of all incidents of loss, injury or damage to life and property involving BBS properties and personnel immediately but not later than the following day after their occurrence.
4. AGENCY shall provide each guard its appropriate AGENCY owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by BBS in the future as required by the situation, during his tour of duty, including but not limited to office and transportation equipment and such other accessories or related equipment, tools, supplies and materials for the use, service and control of the security force under this Contract.
5. AGENCY shall exercise effective administration, control, supervision and inspection through its Supervising Security Officer to prevent any violation, commission and other anomalous acts of the guards on duty and that in the performance of their duties, and that all accidents or occurrences to any and/or all persons within the serviced area shall be the sole responsibility of AGENCY. However, AGENCY shall not implement any action affecting the guards or Service without the prior knowledge, concurrence and/or approval of the BBS Director.
6. AGENCY shall provide for free one (1) set of uniform and one (1) pair of shoes to each guard at the start of this Contract, or in accordance with PADPAO rules and regulations, whichever is convenient to the guards.
7. AGENCY hereby guarantees that all guards shall follow all regulations, policies and security programs and plans of BBS to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of BBS, including authorized visitors in the execution of their duties.
8. AGENCY shall provide BBS with the number of guards as stated in Annex "A" hereof, and any decrease or increase in the number of guards without the written approval of the BBS Director shall be a sufficient ground for the termination of this Contract.
9. AGENCY shall diligently and faithfully serve the best interest of BBS in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any information concerning the business affairs of BBS which the members of the security force of AGENCY may have acquired by reasons of such contractual relationship.
10. AGENCY hereby guarantees that the salaries of the guards detailed with BBS shall be paid on time and as exactly reflected in the payroll submitted to the BBS for reimbursement. Any repetitive and unjustified delays in the payment of the salaries attributable mainly to the AGENCY, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for the BBS to undertake direct payment scheme or terminate the service contract.

11. AGENCY shall guarantee that all the employer's share for the AGENCY, like the SSS premiums, ECC, Medicare and others, and the corresponding employees share which are pre-deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for BBS to remit those amounts directly to the concerned government agencies.
12. AGENCY shall employ experienced, licensed, uniformed and armed guards who shall meet the following qualifications:
 - a. Physically fit as per BBS fitness standard; Height: 5'5" or over, minimum normal weight corresponding to height (for 5'5" - 120 lbs.); age between 21 and 45 years old for male and between 25 and 40 years for female;
 - b. Not related to any BBS personnel in the area, office or radio station being serviced within the fourth degree of consanguinity and affinity;
 - c. Of good moral character, sound mind and without criminal or police record. Must have clearance from the local police, the National Bureau of Investigation, and Certificate from a neuro-psychiatrist duly accredited by the Philippine National Police;
 - d. Possess the qualifications as prescribed in Section 5 Republic Act No. 5487, as amended by PD Nos. 11 and 11-A.
13. AGENCY guards and personnel shall be under the Agency with respect to deployment, work shifts and execution of security plans, in consultation with the BBS Director or his designated representative.
14. The AGENCY shall provide all of the following services, including additional Services, if any specified in Section VI: Schedule of Requirements:
 - a) One (2) handheld metal detector at the Central Office;
 - b) Minimum of eight (8) handheld two-way radios at the Central Office (4), Marulas transmitter site (2) and Malolos transmitter site (2);
 - c) Two sets 6-unit + DVR C CTV Cameras to be installed at the Central Office and of which shall be turned over to BBS upon completion of the Contract;
 - d) One set 6-unit + DVR CCTV Cameras to be installed at the Marulas Transmitter Site, and of which shall be turned over to BBS upon completion of the Contract;

ARTICLE V PERFORMANCE /SURETY BOND

1. AGENCY shall, at the time of the signing of the Contract, file a performance bond (penal bond) in any of the following forms: cash, manager's/cashier's check, bank draft/guarantee or irrevocable letter of credit, issued by a Universal or Commercial Bank in the amount equivalent to five percent (5%) of the total contract price for a term or effective period of ten (10) days more than the duration of this Contract, to guarantee the faithful and satisfactory fulfillment of all the Agency's obligations under this Contract.
2. This bond shall entirely be forfeited in favor of BBS upon default of AGENCY and shall be answerable for any and all damages and losses that may be suffered by BBS as a result of the failure of AGENCY to perform any of its obligations under This contract. BBS shall release this bond at the expiration or termination of this Contract provided that there are no pending claims filed against the Security AGENCY and/or the Surety Company.

ARTICLE VI RIGHTS OF BBS

1. The BBS Director or his authorized representative shall conduct inspection in rank/formation of guards and firearms upon the initial assumption of the contracted services before posting, and at least once every month thereafter.

2. BBS officials with line/functional authority shall have the right to inspect the guards at any time to ensure the proper security of the personnel, materials and equipment within the BBS premises. This right of inspection by BBS shall not relieve AGENCY from full responsibility for any inadequate security and protection of its personnel premises and the contents thereof.
3. It is the obligation of BBS to impose disciplinary sanctions for any violation committed by the AGENCY guard during his tour of duty or off duty, inside the premises covered by the service contract. Any such violation, which comes to the attention of the BBS first, shall be reported by the same in writing to the agency for appropriate action.
4. BBS shall have the right to increase or decrease the number of guards as the necessary for the same arises. AGENCY shall correspondingly increase or decrease the number of guards within twenty-four (24) hours from receipt of a written notice to that effect from BBS and AGENCY shall submit to the BBS Director within the first five (5) days of each month the updated list of guards so assigned, indicating the installation, name and residence address of guards, license number, SSS number, tax account number, disposition and the schedule.
5. If the need arises, BBS shall inform AGENCY in writing that a contract guard is, in its findings and/or opinion, undesirable, such AGENCY guard shall be relieved by AGENCY in twenty-four (24) hours if within Central Office and the Malolos and Marulas Transmitting Plants; three (3) days of the location is in Luzon excluding the the three (3) afore-cited sites; within five (5) days if the location is in Visayas and Mindanao, for any reason which it deems necessary to protect its interest, BBS shall request in writing the revamp of the entire security force, the same shall be effected without additional cost on the part of BBS.
6. The BBS Director shall have the right to ask for reassignment of the AGENCY's individual guards to any BBS offices or stations.
7. BBS shall have access to records of payment of salaries and/or auditorial right over the payroll of the Security Agency.
8. BBS shall deduct the penalties for absences and tardiness of the security guards and other violations of the guards and of the AGENCY from the AGENCY's monthly billings as provided in Article VIII hereof.

ARTICLE VII
PENALTIES FOR OFFENSES OR VIOLATION OF RULES

1. The BBS Director shall impose on AGENCY penalties for violation of this Contract committed by the AGENCY as listed below:

AGENCY VIOLATIONS

- a) AGENCY has not issued any Firearm.
- b) AGENCY has issued not AGENCY owned/licensed Firearm.
- c) AGENCY has issued firearm without or with expired license.
- d) AGENCY has issued firearm less powerful and "under caliber as per Contract.
- e) AGENCY guard's firearm is defective.

PENALTY

- Deduction from the billing
P175.00 per incident per day.
- Deduction from the billing
of P100.00 per incident per day.
- Deduction from the billing of
P100.00 per incident per day.
- Deduction from the billing of
P50.00 per incident per day.
- Deduction from the billing of
P50.00 per incident per day.

- f) AGENCY has issued "dud" bullets. Deduction from billing of P100.00 per bullet per day.
- g) AGENCY has not issued any magazine or holder for extra ammunition. Deduction from the billing of P50.00 per incident per day.
- h) AGENCY has not issued radio equipment or short of the number as per Contract. Deduction from the billing P25.00 per radio equipment per day.
- i) AGENCY radio equipment is defective or unserviceable. Deduction from the billing of P50.00 per radio equipment per day.
- j) AGENCY has posted guard not qualified or is disqualified as per Contract. Deduction from the billing of P100.00 per day per guard.
2. The BBS Director shall impose on AGENCY penalties for offenses or violations as listed below without prejudice to penalties as may be imposed by the Director General, Philippine National Police as provided for in Sections 2 and 3 or P.D.1919 and to the disciplinary sanctions that may be imposed on the individual erring guard by BBS:
- a) Abandonment of Post
 - b) Security guards smoking while on duty
 - c) Security guards reading newspaper, comics and other unofficial reading materials while on duty.
 - d) Security guards with non-regulation haircut, wearing of beard/moustache or in improper uniform.
 - e) Security guard on prolonged or unnecessary conversation with visitors/ employees while on duty.
 - f) Security guards without whistle, night stick, flashlight while on night duty, raincoat while raining.
 - g) Reporting late for duty or formation and absent without due notice.
- Penalty of the afore-cited offenses shall be deducted from the billing of P100.00 per incident and removal of the guard from BBS service upon receipt of a written notice.
3. BBS in its desire to instill discipline, improve fitness and professionalism among the security guards may formulate and implement a system of reward and punishment supplementing and/or independent of the offenses and penalties provided in this Article.
4. The BBS Director shall inform the Security AGENCY of any offense or violation of rules, name of guard apprehended, time and date of apprehension. Apprehension report s may be signed by apprehended party and apprehending party.

ARTICLE VII
RIGHT OF BBS TO TERMINATE CONTRACT

1. It is expressly understood herein that the relationship of AGENCY with BBS is based purely on the trust and confidence of the latter in the former, and that BBS shall have the exclusive right to terminate the Contract in case of loss of said trust and confidence in AGENCY, upon thirty (30) days prior written notice thereof to the AGENCY.

BBS shall have the right to terminate the Contract, after a five (5)-day written notice thereof of the AGENCY on the following grounds:

- a) When AGENCY guard has willfully and intentionally or through negligence causes the death of or has inflicted serious physical injury on any person except criminal resisting arrest, inside BBS premises or any BBS personnel while on official duty inside the installation.

- b) When AGENCY guard has willfully and intentionally or through negligence causes irreparable damage to the prestige or any interest of BBS or has caused destruction of BBS properties and equipment or has caused economic loss by personal participation or non-performance of his duties and responsibilities.
- c). When AGENCY guard has personally or through other person threatened the life of any personnel or the security and safety of any installation or properties of BBS or has willfully and intentionally endangered the security and safety of the Stations and personnel of the latter.\
- d)\ When AGENCY has violated other obligations required under this contract and refused to comply and/or remedy the violation within the reasonable period given by BBS.
2. BBS has the right to impose penalties on the guard/s for the following offense, if found guilty:

<u>GUARD VIOLATIONS</u>	<u>PENALTY</u>
a) Posted security guard found drunk; Drinking intoxicating liquor or found Taking prohibited drugs while on duty.	Deduction from the billing of P100.00 per incident and removal of the guard from any detail upon receipt of BBS
b) Providing confidential information to unauthorized person from any detail Upon receipt of BBS notice.	Deduction from the billing of P100.00 per incident and removal of guard.
c) Security guard firing his firearm Indiscriminately without connection of his duty in the performance of his duty.	Deduction from the billing of P100.00 per incident and removal of the guard from any detail upon receipt of BBS notice.
d) Posted security guard found allowing Others to hold or tinker with his firearm.	Deduction from the billing of P100.00 per incident and removal of the guard from any detail upon receipt of BBS notice.
e) Security guard apprehended for alarm, scandal or disorderly conduct within the premises of the installation or being incorrigible or defiant.	Deduction from the billing of P100.00 per indecent and removal of the guard from any detail upon receipt of BBS notice.
f) Security guard engaging in mulching extortion activities.	Deduction from the billing of P100.00 Per incident and removal of the guard from any detail upon receipt of BBS notice.
g) Displaying discourteous or rude manner of not rendering appropriate respect and courtesy to any person.	Deduction from the billing of P100.00 per incident and removal of the from any detail upon receipt of BBS notice.
h) Security guard found sleeping on duty. per incident and removal of the guard from any detail upon receipt of BBS notice.	Deduction from the billing of P100.00
i) Shift duty in excess of 12 hours without Permission from the BBS Director or His representative.	Deduction from billing of P50.00 per incident.

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 28 day of December, 2017 in Quezon City, Philippines.

BUREAU OF BROADCAST SERVICES

By:

RIZAL GIOVANNI P. APORTADERA, JR.
Director IV

168 SECURITY, INC.

By:

VINSON S. ANG
President and Chairman of the Board

SIGNED IN THE PRESENCE OF:

FUNDS AVAILABLE: Php 16,569,306.72
OBR# 02-18-01-0163

RACHELLE R. GATPANDAN
Acting Chief, Finance Division

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.

BEFORE ME, this 28 day of December 2017, personally appeared the following:

Name

RIZAL GIOVANNI P. APORTADERA, JR.

VINSON S. ANG

CTC/Date /Place Issued

5000 8047A 25 May 2017
5000 847A Manila

SSS-33-2490294-6

Known to me and to me known to be the same persons who executed the foregoing instrument consisting of nine (9) pages including this page whereon the acknowledgments are written, all pages signed by the parties and their instrumental witnesses, and they acknowledged to me that the same is their free and voluntary act and deed and that of the office they represent.

WITNESS MY HAND AND SEAL on the date and the place first above-written.

NOTARY PUBLIC

ATTY. LEONARDO A. SARMIENTO III
Notarial Commission No. 2016-107
Valid until December 31, 2017
Roll of Attorney's No. 55618
PTR No. 6101239 / 02-03-2017 Nla.
IRD No. 1067130 / 02-03-2017 Mla.

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