



Presidential Communications Office
Philippine Information Agency
Ahensiyang Pang-impormasyon ng Pilipinas



CONTRACT AGREEMENT FORM
PR_NO.24-11-119_PIAADMIN2024
EARLY PROCUREMENT ACTIVITY OF ONE (1) LOT SECURITY
SERVICES OF PIA OFFICE FOR FY 2025 with PIA ITB 2024-11

THIS AGREEMENT made this 30 JAN 2025 2025 between the **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Deputy Director-General, **WILSON T. BUERANO JR.**, with authority under PIA Office Order No. 171 series of 2023, hereinafter referred to as **PIA** of the one part and **LEONARDO C. CASTRO III** President and General Manager of **EX-BATAAN VETERANS SECURITY AGENCY, INC.** herein referred to as "**CONTRACTOR**" with office address at 1730 Yakal Street, Tondo Metro Manila of the other part;

WHEREAS, the **PIA** solicited Bids for certain goods and ancillary services, particularly for the **EARLY PROCUREMENT ACTIVITY OF ONE (1) LOT SECURITY SERVICES OF PIA OFFICE FOR FY 2025 with PIA ITB 2024-11** and has accepted a Bid from the Ex-Bataan Veterans Security Agency, Inc. for the supply of the aforementioned goods and services in the sum of **FIVE MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND FIVE PESOS AND 98/100 ONLY (PHP 5,747,005.98)** hereinafter called "the Contract Price", payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including the Eligibility requirements,

Fund Cluster: 101
Fund Available: PHP 5,747,005.98
ADDITIONAL MARK FOR RECORD ACTION
JINO
Chief Accountant, Accounting Section

c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

d. Performance Security;

e. Notice of Award of Contract; and the Bidder's conforme thereto; and

WHEREAS, the **PIA** located at PIA Bldg., Visayas Avenue, Quezon City in its desire to protect its properties from theft, pilferage, robbery, arson, loss or damage and all other unlawful acts by third persons and/or any other person therein, and to maintain peace and order within the premises at all times requires the services of a reliable and competent security agency;

WHEREAS, the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** which is a duly licensed security agency has offered its services to protect the aforementioned properties and installations from theft, pilferage, robbery, arson, loss or damage and all other unlawful acts by third persons and/or any other persons therein, and to maintain peace and order within the premises at all times;

WHEREAS, the **PIA** desires to engage the services offered by the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** The latter was recommended to be awarded a contract by the Bid and Awards Committee (BAC) as per BAC Resolution No. 002 series of 2025;

WHEREAS, the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** has agreed to render such services to the **PIA** for the consideration and under the terms and conditions herein specified;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and stipulations herein set forth, the **PIA** and **EX-BATAAN VETERANS SECURITY AGENCY, INC.** do hereby agree, as follows:

1. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall provide the **PIA** a minimum of Thirteen (13) security guards for PIA Central Office. The security guards will be deployed in the PIA frontage- Visayas Ave, basement (maintenance unit working area, basement parking, motorpool quarters), Ground floor (Entrance, Lobby including elevator, side gate), 2nd floor (All areas except PNA and APO areas), 3rd floor, 4th floor (All areas except PBS area), Rooftop (Tarpaulin production area, gym) and shall inspect, monitor, secure and guard the areas occupied by **PIA** by rotation 24 hours a day from Monday to Sunday.

The Duty shifts will be as follows:

- 0600H-1800H
- 1800H-0600H

MONDAY TO FRIDAY

- Day shift (12 hours duty) – 7 guards and 1 Officer-in-charge
- Night shift (12 hours duty) – 4 guards and 1 Officer-in-charge
- One (1) reliever guard should be assigned per shift in case of a day-off /absence

SATURDAYS & SUNDAYS

- Four (4) guards will be deployed at day and night shifts on Saturdays and Sundays, supervised by One (1) Officer-in-charge in each shift.

Except in times of emergency or force majeure when relievers are not immediately available, no guard must be permitted to continuously render service beyond Twelve (12) hours.

2. The Security personnel shall perform security services that covers the following:

2.1 To guard and protect PIA properties from theft, arson, pilferage, trespassers, robbery, destruction, and other unlawful acts committed by any person as well as maintain peace and order within PIA premises;

2.2 Protect PIA officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within PIA premises;

2.3 Inspect all bags and baggage carried by people coming in and out of the PIA premises; and

2.4 Conduct a random physical inspection of people coming in and out of the premises, as warranted.

3. **QUALIFICATION OF SECURITY PERSONNEL - EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall provide the **PIA** with specified number of qualified, competent, uniformed and armed guards who possess the following qualifications:

3.1 Must be a Filipino Citizen;

3.2 The Chief Security should be a graduate of Criminology or any related courses. The rest of the guards must be at least 2nd year college or should have earned 72 units in college. The security

guards should also have at least Three (3) years relevant experience as guards;

3.3 The security guards should have at least Three (3) years of relevant experience as guards.

3.4 Must be physically and mentally fit with presented psychological evaluation test (taken 6 months before deployment), Neuro-psychiatric examination, and drug test (taken 6 months before deployment);

3.5 Must have passed and undergone regular security service training within the last six (6) months;

3.6 Must be of good moral character, courteous, alert, and without any pending criminal case filed in court or any police record involving criminal acts; and

3.7 Must be duly-licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment.

4. The **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall provide the **PIA** with the following specific duties and responsibilities:

4.1 Provide 24/7 security services for the PIA parking area perimeter including PIA frontage-Visayas Avenue, Basement (Maintenance Unit working area, basement parking, motorpool quarters), Ground floor (Entrance, Lobby including elevator, side gate), 2nd floor (All areas except PNA and APO areas), 3rd floor, 4th floor (All areas except PBS area), Rooftop (Tarpaulin production area, Gym), equipment, facilities, employees, officers and guests of the **PIA** located at PIA Building, Visayas Avenue, Quezon City;

4.2 Provide **Thirteen (13)** qualified, with good moral character, bonded, uniformed and armed security personnel who will render twelve (12) hours duty per day on two (2) rotating shifts without straight duty except on change shifts. Provide at least 2 female guards to be deployed in the lobby and elevator area;

4.3 Provide at least Two (2) security personnel, trained in Basic Life Support and first aid which will be deployed in different shift;

4.4 Provide an immediate reliever on scheduled leave/day-off and/or in cases of emergency leave incurred by security personnel on duty;

4.5 Secure and protect the office building from theft, pilferage, robbery, arson, and all other acts such as assault, harassment, and threat against its employee's life and property;

4.6 Responsible for losses/damages of property which are due solely to the negligence of duty of security personnel. Security personnel on duty shall file an incident report immediately after such an occurrence;

4.7 Assume full responsibility for any claim that its security service personnel may have, because of their employment, and in any case of an accident, injury, or illness incurred in the line of duty, the client should not in any way be made liable by the Contractor;

4.8 Retain and exercise the sole, exclusive and absolute right to rotate, reassign, suspend, lay off, terminate, and/or impose disciplinary measures, and direct and control the services of the security personnel;

4.9 Put up a Performance Security, in line with Section 39, Paragraph 39.2 of the Revised IRR of RA 9184, in favor of PIA to secure the faithful observance of the provision of the duly signed and approved contract;

4.10 Put up Wage Bond equal to the cost of labor under contract, on condition that the bond will answer for the wages due to the employees should the contractor or subcontractor, as the case may be, fail to pay the same. Labor Code – DOLE Edition 2022- Title II-Wages; Chapter III – Payment of Wages; Art 108 – Posting of Bond);

4.11 Comply with existing applicable labor laws, rules, and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law (using the 396 working days per year factor as prescribed by PADPAO);

4.12 Assume responsibility for compliance with the requirements of the New Labor Code (including the minimum Administrative Fee requirements of not less than 20%), the Social Security Act, and other laws about employer-employee relationships;

4.13 The Contractor shall submit every month the receipts for payment of SSS, PhilHealth contributions and loan payments to show compliance with the Labor Code, as amended. (The latest copy of the certificates or proof of remittance must be submitted together with the Bid); and

4.14 Provide CCTV and monitoring facility (should also provide an additional monitoring facility/monitors for Administrative Division and HRDD consumption), firearms & ammunition, communication, and other service equipment. Replace defective equipment immediately before pulling it out for repair. i.e CCTV cameras.

5. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall provide at all times, at its own expense, the following equipment with valid licenses as may be required by laws, rules and regulations;

- 5.1 Appropriate firearms (with bullet) per post/station - at least .38 caliber pistol;
- 5.2 Basic guard equipment (i.e. Firearms, night stick or club, whistle, flashlights, etc.);
- 5.3 Log Books and pens per post;
- 5.4 At least Twelve (12) handheld radio transceivers with battery packs and chargers, functional with sufficient reserves to speed up reporting and relaying of messages; (one unit of hand-held radio transceivers will be given to the Admin Head for proper coordination);
- 5.5 Complete sets of clean and well-ironed uniforms of the security guards on actual duty;
- 5.6 At least One (1) handheld metal detector;
- 5.7 At least Two (2) sets of traffic vests and gloves for personnel posted at the parking area and PIA Visayas Avenue frontage;
- 5.8 At least Thirty-two (32) CCTV cameras to be maintained by SSP with monitors provided as well to the Administrative Office and HRDD and recording capability/ retention of at least 3 months; and
- 5.9 K-9 capability: Provide proof or document to show tie-up or partnership with a licensed K-9 provider during post qualification; the presence of trained K-9.

6. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall **replace defective equipment** immediately **before pulling it out for repair**, (i.e. CCTV cameras or Handheld Radios);

7. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** must provide following office equipment to be installed at the desk/office of the Detachment Officer/Officer-in-Charge;

a) One (1) Personal Computer

- b) One (1) Scanner
- c) One (1) Printer
- d) One (1) Digital Camera for documentation

8. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** further binds itself to protect the **PIA** from any damage of whatever nature, whether of injuries, damage or death and that the **CONTRACTOR** shall at all times stand solely liable/or responsible for said eventualities and shall hold the **PIA** free from any and all liabilities in respect thereto or arising therefrom;

9. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall be responsible for any loss or damage that may be incurred upon the properties and installations of the **PIA** during the hours of work of the guards, provided, such loss or damage is clearly established to be due to the negligence of the guards in the performance of their duties, and shall be settled in the courts of only. Security personnel shall file an incident report immediately after such occurrence;

10. Discipline, administration and operations of the security guards shall conform to the implementing rules and regulations of R.A. 5487, otherwise known as the "Private Security Agency Law", rules and regulations of the **PIA** and other applicable government rules and regulations;

11. It is expressly understood and agreed that all employees and staff of the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** are not in any way connected with the **PIA** and there exists no employer-employee relationship between the **PIA** and the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** or the latter's personnel;

12. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** agrees that it shall notify the guards at the time of hiring as to wages and working conditions under which they are employed which shall include the following:

- a. The rate of wages payable;
- b. The method of calculation of wages;
- c. The periodicity of wage payment-hours, day and place of payment; and
- d. Any change with respect to any of the foregoing items.

13. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall provide an annual report of payment of premiums/contributions of security personnel to SSS, Pag-IBIG, etc., including their wages/salaries in accordance with the minimum wage law copy furnished the **PIA**;

14. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall be responsible for claims for personal injury or damages arising out of the performance of security functions and duties;
15. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall retain and exercise the sole, exclusive and absolute right to rotate, reassign, suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services of the security personnel;
16. It is expressly understood and agreed that the **PIA** may have any guard replaced whose work it finds below standard or whose conduct is unsatisfactory and prejudicial to the interest of the **PIA** and that the **PIA** shall have the right to screen, select, accept and/or reject any individual guard of the **EX-BATAAN VETERANS SECURITY AGENCY, INC.**;
17. The **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall put up Performance Bond in favor of **PIA** to secure the faithful observance of the provision of the duly signed and approved contract;
18. For and in consideration of the services rendered by the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** to the **PIA**, the **PIA** shall pay the **CONTRACTOR** the amount of **FIVE MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND FIVE PESOS AND 98/100 ONLY (PHP 5,747,005.98)** Philippine Currency, for Thirteen (13) guards until 31 December 2025, which is payable every Fifteen (15) days after presentation of the bill duly certified as to the services rendered by the **PIA** Chief Security officer and a Certification by the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** that all guards assigned to the **PIA** have been paid their wages as provided under pertinent Wage orders and Social Security Laws in effect as of the execution of this Contract. The **PIA** reserves the right to verify actual wages being paid to the guards;
19. It is understood that all payments under this Contract shall be subjected to the usual accounting and auditing rules of government;
20. **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall pay all personnel cost under this Contract, which shall include, but not limited to the following:
- a. Wages and salaries;
 - b. Social Security Premium and Insurance;
 - c. Any remuneration required by Law;
 - d. Uniforms, ID's firearms, ammo, and others; and
 - e. Government licensing charges and taxes.

21. Any dispute arising from this Contract which cannot be resolved amicably between the parties may be tried in the proper courts of Quezon City, to the exclusion of all other venues;

22. This Contract shall take effect on **15 January 2025** and shall continue to have force and effect until **31 December 2025**. However, the **PIA** has the option to terminate the services of the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** for failure to abide by the terms and conditions of this Contract upon written notice and subject to the performance evaluation;

23. It is understood that failure of the **PIA** to demand compliance with any of the conditions stipulated herein, or any act of liberty on the part of the **EX-BATAAN VETERANS SECURITY AGENCY, INC.**, shall not be considered or construed as a waiver on the part of the **PIA** for the enforcement of the Contract, nor shall it relieve the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** of the obligations provided hereunder;

24. The **EX-BATAAN VETERANS SECURITY AGENCY, INC.** shall comply with the reasonable instructions relative to the security operation which may from time to time be given by the **PIA**;

25. **PROHIBITED ACTS AND OFFENSES** - On the commission of the following violations / deficiencies, the **PIA** shall have the right to demand the removal of a guard from deployment in the Agency premises, and under the same grounds recommend his/her termination, to wit;

- a) Smoking while on duty;
- b) Reading the newspaper and other unofficial reading materials while on duty;
- c) Sporting beard/mustache, non-regulation haircut, or not in proper uniform while on duty;
- d) Engaging in prolonged or unnecessary conversation with employees/visitors or over the phone/cellular phone while on duty.
- e) Abandonment of post;
- f) Found drunk, drinking intoxicating liquor or found under the influence of prohibited drugs while on duty;
- g) Providing confidential information to unauthorized person(s);
- h) Apprehend for alarm, scandal or disorderly conduct within the premises of the PIA on-or-off-duty;
- i) Being discourteous or failure to render appropriate respect to Agency's official, employee and visitor, or to his superior within the Guard's organizational structure;
- j) Found sleeping on duty;
- k) Illegal Discharge of Firearms;
- l) Failure to report to duty without prior notice;
- m) Attending unauthorized functions or activity/ies while on duty;

- n) Playing mobile games or using mobile applications such as, but not limited to Facebook, YouTube etc.

26. PENALTIES FOR OFFENSES OR VIOLATION OF RULES

The **PIA** shall impose on the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** penalties for violations for this Contract listed below:

VIOLATIONS	PENALTY
a. CONTRACTOR has not issued any firearm	Deduction from the billing of Php 1,500.00 per incident per day
b. CONTRACTOR has issued not CONTRACTOR owned/licensed firearms	Deduction from the billing of Php 1,000.00 per incident per day
c. CONTRACTOR has issued firearms without license or with an expired license	Deduction from the billing of Php 1,000.00 per Incident per day
d. CONTRACTOR'S guard's firearm is defective	Deduction from the billing of Php 1,000.00 per incident per day
e. CONTRACTOR has issued defective ammunition	Deduction from the billing of Php 1,000.00 per incident per day
f. CONTRACTOR has not issued ammo holster for extra ammunition	Deduction from the billing of Php 1,000.00 per incident per day
g. CONTRACTOR has not issued handheld radio to a guard on duty	Deduction from the billing of Php 1,000.00 per incident per day
h. CONTRACTOR'S radio equipment is defective or unusable	Deduction from the billing of Php 1,000.00 per incident per day

The **PIA** shall impose on the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** penalties for offenses or violations as listed below, without prejudice to the imposition of disciplinary sanctions by **COMPANY** on the individual erring guard:

OFFENSES	PENALTY
a. Abandonment of post	1 st offense- Written warning 2 nd offense- Written reprimand 3 rd offense- One (1) day suspension 4 th offense- Replacement

b. Posted security guard is under the influence of liquor or is drunk	1 st offense- Written reprimand 2 nd offense- One (1) day suspension 3 rd offense- Replacement
c. Providing confidential information to unauthorized person/persons	1 st offense- Written warning 2 nd offense- Written reprimand 3 rd offense- One (1) day suspension 4 th offense- Replacement
d. Security guard firing his firearm indiscriminately without connection to the performance of his duty	1 st offense- One (1) day suspension 2 nd offense- Replacement
e. Posted security guard found allowing others to hold or tinker with his firearm	1 st offense- Written warning 2 nd offense- Written reprimand 3 rd offense- One (1) day suspension 4 th offense- Replacement
f. Security guard apprehended for alarm, scandal or disorderly conduct within the premises of the PIA, or being incorrigible or deviant	1 st offense- Written reprimand 2 nd offense- One (1) day suspension 3 rd offense- Replacement
g. Being discourteous or disrespectful while in the performance of duty or not rendering appropriate respect and courtesy to any person inside the premises of PIA	1 st offense- Written warning 2 nd offense- Written reprimand 3 rd offense- One (1) day suspension 4 th offense- Replacement
h. Security guard rendered duty in excess of 12 hours without permission from PIA	1 st offense- Written warning 2 nd offense- Written reprimand 3 rd offense- One (1) day suspension 4 th offense- Replacement
i. Security guard is found sleeping on post	1 st offense- Written reprimand 2 nd offense- One (1) day suspension 3 rd offense- Replacement

j. Posted security guard is not carrying his private security license and firearm license	1 st offense- Written warning 2 nd offense- Written reprimand 3 rd offense- One (1) day suspension 4 th offense- Replacement
k. Posted security guard is under the influence of drugs	1 st offense - Replacement

27. The **PIA** shall inform the **EX-BATAAN VETERANS SECURITY AGENCY, INC.** of any offense or violation of rules, name of guard apprehended, time and date of apprehension. Apprehension report shall be signed by the apprehended guard and apprehending party;

28. The **PIA** reserves the right to terminate this Contract for any cause which may include failure of the Contractor to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the **PIA** or violation by the Contractor of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations; and

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE INFORMATION AGENCY:

MARK FOR
REDACTION

WILSON T. BUERANO JR.

Deputy Director-General for Finance

**EX-BATAAN VETERANS
SECURITY AGENCY, INC.:**

MARK FOR
REDACTION

LEONARDO C. CASTRO III

President and General Manager

SIGNED IN THE PRESENCE OF:

MARK FOR REDACTION

ATTY. JULIUS S. DE PERALTA

End-User Representative

MARK FOR REDACTION

GRACE F. ROSARIO

(Supplier Rep. as Witness)

NOTARIAL ACKNOWLEDGEMENT

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

BEFORE ME, Notary Public for and in the above jurisdiction, this _____
day of 30 JAN 2025 2025, personally appeared and presented sufficient proof of
identification.

WILSON T. BUERANO JR. ID No: _____ Issued at/on: _____
LEONARDO C. CASTRO III ID No: _____ Issued at/on: _____

All known to me to be the same persons who executed and voluntarily
signed the foregoing document consisting of only Thirteen (13) pages including
this page of Acknowledgement, which they acknowledged to me as their own
free and voluntary act and deed.

Doc. No. 28;
Page No. 06;
Book No. 214
Series of 2025.

NOTARY PUBLIC
ATTY. FELIZARDO M. IBARRA
NOTARY PUBLIC
UNTIL DEC 31, 2025
Roll No. 80835
PTR No. 6986788, 01/07/2025
IBP No. 331161,
MCLE Cmpd No. VII-0000973
ADM MATTER No. NP088 / (2024-2025)

MARK FOR
REDACTION