

CONTRACT

Procurement of Security Services for Manila Thermal Power Plant and Port Area (Project Reference No. 2021-PB-SS-MTPP/PA-031-01)

This CONTRACT is executed on the 13th day of **August** 2021 by and between:

The **POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT (PSALM) CORPORATION** with principal office address at the 24th Floor Vertis North Corporate Center 1, Astra cor. Lux Drives, North Avenue, Diliman, 1101 Quezon City, Philippines, represented by its President and Chief Executive Officer, **IRENE JOY BESIDO-GARCIA**, duly authorized for this purpose under Board Resolution No. 2020-0226-07, dated 26 February 2020 as evidenced by the Secretary's Certificate dated 01 March 2021, a copy which is attached as Annex "A", hereinafter referred to as "PSALM";

-and-

The **APL SECURITY SERVICES CORPORATION** with principal office address at 40D Macopa St., Sta. Mesa Heights, Quezon City, Philippines, represented by its President/General Manager, **MA. LORENA D. MAGTALAS** duly authorized for this purpose under Board Resolution No. 08 Series of 2021, as evidenced by the Secretary's Certificate dated 25 June 2021, a copy which is attached as Annex "B", hereinafter referred to as "the SUPPLIER";

ANTECEDENTS:


PSALM invited Bids for certain Procurement of Security Services for Manila Thermal Power Plant and Port Area with Project Reference No. 2021-PB-SS-MTPP/PA-031-01 and has accepted a Bid by the Supplier for the supply of those Goods and Services for the Approved Budget for the Contract (ABC) amounting to **FIVE MILLION FIVE HUNDRED NINETY-ONE THOUSAND PESOS (PHP5,591,000.00)**.

After conducting the bidding through open competitive bidding procedures using a non-discretionary "pass/fail" criterion, the BAC recommended "the SUPPLIER" as the one who submitted the Single Calculated and Responsive Bid in the amount of Four Million Five Hundred Seventy-Seven Thousand Two Hundred Thirty-Nine Pesos and 8/100 (PHP4,577,239.08), which recommendation was approved by PSALM.

ACCORDINGLY, the Parties hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - 1.1 the Invitation to Bid;
 - 1.2 the Supplemental Bid Bulletins;
 - 1.3 all bidding forms and documents;
 - 1.4 the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from PSALM's bid evaluation;
 - 1.5 the Instruction to Bidders;
 - 1.6 the Technical Specifications;

Signed in the Presence of:


LEONARD E. MARQUEZ
TWG Head, PSALM Corp.


MA. LORENA D. MAGTALAS
President/General Manager


IRENE JOY BESIDO-GARCIA
President and CEO

APL Security Services Corporation

PSALM Corporation

Signed in the Presence of:



LEONARD E. MARQUEZ
TWG Head, PSALM Corp.

APL Security Services Corporation



MA. LORENA D. MAGTALAS
President/General Manager

PSALM Corporation



IRENE JOY BESIDO-GARCIA
President and CEO

- 1.7 the General Conditions of Contract;
- 1.8 the Special Conditions of Contract;
- 1.9 the Performance and Wage Security;
- 1.10 the BAC Resolution No. SBAC-2021-052;
- 1.11 the Entity's Notice of Award;
- 1.12 the Entity's Notice to Proceed;
- 1.13 the Office of the Government Corporate Counsel (OGCC) Contract Review No. 909, series of 2021 dated 05 July 2021; and
- 1.14 Other contract documents that may be required by existing laws and/or PSALM. The Supplier agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution shall likewise form part of the Contract.

The documents mentioned above shall be collectively referred to as "Contract Documents".

2. All words and expressions shall have the same meaning as are respectively assigned to them in this CONTRACT and all documents deemed part of it, unless the context of the use of the words and expressions require otherwise.

3. Miscellaneous Provisions

1.1 Duration and Effectivity. The contract period is for one (1) year unless sooner terminated for cause, or if the facility is abolished, sold, privatized or turned over to new owner, to commence from the receipt by the Supplier of the Notice to Proceed (NTP). The contract may be extended, but such extension shall not exceed one (1) year. In case of loss of trust and confidence in the Supplier, PSALM shall have the exclusive right to terminate the Contract, upon thirty (30) days written notice to the Supplier.

1.2 No Employer-Employee Relationship. It is expressly understood and agreed that the personnel assigned by the Supplier under this Contract are, for all intents and purposes, the employees of the Supplier and hence, no employer-employee relationship exists between any and all of the personnel of the Supplier and PSALM. Supplier shall hold PSALM free and harmless from any claims, causes of action and suits that may be instituted by Supplier's personnel.

As such, PSALM shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to, or by any of the Supplier's employees or personnel assigned to the Facility during the performance of their duties.

1.3 Indemnification. Insofar as any and all personnel assigned to PSALM are concerned, the Supplier shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employees' Compensation Act, PhilHealth Act, HDMF Law and other related welfare legislations/issuances. The Supplier agrees and binds itself to save and hold PSALM free from any liability which may arise therefrom.

The Supplier hereby agrees to hold PSALM free and harmless from all and any damages and liabilities that may be filed against Supplier or Supplier's personnel by reason of their employment by the Supplier under decrees and/or laws pertinent to employer-employee relationship.

Signed in the Presence of:

APL Security Services Corporation

PSALM Corporation



LEONARD E. MARQUEZ
TWG Head, PSALM Corp.



MA. LORENA D. MAGTALAS
President/General Manager



IRENE JOY BESIDO-GARCIA
President and CEO

- 1.4 Non-Waiver. The failure of PSALM to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that PSALM may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PSALM shall not be considered as condonation or waiver of any breach or default by the Supplier of any covenant or condition herein provided. No waiver by the PSALM of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by PSALM through its duly authorized representative.
- 1.5 Liquidated Damages. The Supplier shall be liable for payment of liquidated damages in case of breach of any provisions of this Contract, as provided in GCC Clause 19 of the Contract Documents. Without prejudice to its other remedies under this Contract and under the applicable law, PSALM may deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the PSALM may rescind or terminate the Contract pursuant to GCC Clause 23 of the Contract Documents, without prejudice to other courses of action and remedies open to it.
- 1.6 Amendments. Amendments to this Agreement may only be made by mutual written agreement of the parties.
- 1.7 Dispute. In case of a dispute between the parties, the same shall be resolved in accordance with Republic Act (R.A.) 876, as amended by R.A. 9285 ("R.A. 9285"), otherwise known as the "Arbitration Law" and the "Alternative Dispute Resolution Act of 2004," respectively.
- 1.8 Venue of Action. The parties hereby agree that that venue of the action for any cause or causes of action which may arise from this Contract shall be exclusively in the proper court of Quezon City, Philippines only.
- 1.9 Separability Clause. Should any provision of this Contract be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable.
- 1.10 If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person whose circumstances other than

those as to which it was held invalid or unenforceable shall not be affected thereby.

- 1.11 The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties, successors, or assigns.
- 1.12 OGCC Approval. This Contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Contract.


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

Signed, sealed, and delivered by **IRENE JOY BESIDO-GARCIA**, the President and CEO of PSALM.




IRENE JOY BESIDO-GARCIA



Signed, sealed, and delivered by **MA. LORENA D. MAGTALAS**, the President/General Manager (for the Supplier).



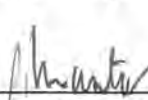
MA. LORENA D. MAGTALAS

Witnessed by:

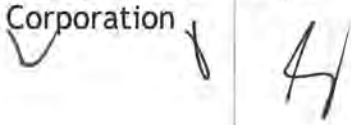

LEONARD E. MARQUEZ
TWG Head
PSALM Corporation



Certification of funds availability: ₱ 1,716,464.66 by CB1 ₱ 2,860,774.42
(Per BUREAU ORDER 20205 dated August 16, 2021 and CB1 dated 17 August 2021)



SOFE A. SOTERANA
Department Manager, Controllership
PSALM Corporation



REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in QUEZON CITY, Philippines, this 27 day of AUG 27, 2021, personally appeared:

Name	Identification Document	Issued on	Issued at
IRENE JOY BESIDO-GARCIA	Passport No. P0087701B	03 January 2019	DFA Manila
MA. LORENA D. MAGTALAS	DL NO2-95-277738		

known to me and to me known to be the same person who executed the foregoing instrument consisting of five (5) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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

Notary Public

[Signature]
ATTY. MA. LUISA R. VALENZUELA
 Notary Public
 Until December 31, 2022
 No. 93 (265) NS Amoranto Street, La Loma, QC
 IBP OR NO: 133036MD2021 11-19-2020
 PTR No. 6972023C 01-04-2021 QC
 Roll of Atty. 40964
 Adm Matter no. NO-012 (2021-2022)
 MCLE-V6-0024350 APRIL 8, 2019.

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Page No. 57 ;
Book No. 56 ;
Series of 2021.

Signed in the Presence of:

[Signature]

LEONARD E. MARQUEZ
TWG Head, PSALM Corp.

APL Security Services Corporation

[Signature]

MA. LORENA D. MAGTALAS
President/General Manager

PSALM Corporation

[Signature]

IRENE JOY BESIDO-GARCIA
President and CEO



POWER SECTOR
ASSETS & LIABILITIES
MANAGEMENT CORPORATION



SECRETARY'S CERTIFICATE

I, **MARIA BELEN P. MONTES-NERA**, of legal age, Filipino, and with office address at 24th Floor Vertis North Corporate Center I, Astra corner Lux Drives, North Avenue, Quezon City 1105, hereby certify that:

1. I am the duly appointed Corporate Secretary of the Power Sector Assets and Liabilities Management Corporation ("PSALM"), a corporation duly organized and existing under and by virtue of Republic Act 9136, with office address as stated above. As such Corporate Secretary, I am the custodian of the corporate records of the Corporation including, but not limited to, Board Resolutions.
2. At a regular meeting of the Board of Directors held on 26 February 2020, at which meeting a quorum was present and acting throughout, the following resolution, among others, was approved and adopted by the Board, thus:

BOARD RESOLUTION NO. 2020-0226-07

REVISED MANUAL OF APPROVALS

NOW, THEREFORE, BE IT RESOLVED AS IT IS HEREBY RESOLVED, that as recommended by the PSALM Management and endorsed by the Board Review Committee, the Board of Directors approves and confirms the revised PSALM Manual of Approvals effective 28 February 2020.

APPROVED and CONFIRMED.
26 February 2020.

3. The foregoing resolution has not been revoked, amended, nor in any manner modified and may be relied upon until written notice to the contrary is issued by PSALM.

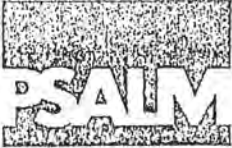
Maria Belen P. Montes-Nera
MARIA BELEN P. MONTES-NERA
Corporate Secretary

Republic of the Philippines }
Quezon City, Metro Manila }

SUBSCRIBED AND SWORN TO BEFORE ME on 26 February 2021 at Quezon City, Metro Manila, Affiant exhibiting to me her IBP ID No. 37737, IBP Chapter Quezon Province.

ATTY. TOMAS B. BAGA, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
ADM. NO. NP-017 (2020-2021)
ATTYS. ROLL NO. 13003
IBP NO. 156177/2-5-2021
PTR NO. CP 0624050, 1/19/21 COT.
MCLE NO. VI-0028822
RCM BLDG. TIMOG COR. PANAY AVE. Q.C.

DOC NO. 282
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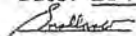
 POWER SECTOR ASSETS & LIABILITIES MANAGEMENT CORPORATION	MOA-14.01	
	Rev. 2	Page 2 of 3
	Manual of Approvals	
Section: ADMINISTRATIVE AND GENERAL SERVICES		Effective: 28 February 2020*
Subject: Procurement of Goods/Services, Infrastructure Projects and Consultancy Services		

ITEM	LIMITS OF AUTHORITY	APPROVING AUTHORITY
7. <u>Small Value Procurement</u>		
a. <u>Request for Proposal</u>		<u>BAC or Department Manager concerned</u>
b. <u>Bid Evaluation</u>		<u>BAC</u>
c. <u>Post-Qualification Report</u>		<u>BAC</u>
d. <u>BAC Resolution Approving the Award</u>		<u>President and CEO</u>
e. <u>Notice of Award</u>		
f. <u>Contract</u>		
g. <u>Notice to Proceed</u>		

Control Points:

1. Procurement shall be subject to Republic Act No. 9184, its Revised Implementing Rules and Regulations (IRR), and relevant government rules and regulations.
2. All procurement activities shall be in accordance with PSALM's approved APP.
3. Negotiated procurement under emergency cases above PhP50 million shall be subject to DOE's clearance prior to procurement.
4. Pursuant to Item 5 of Annex A of the Revised IRR of the R.A. 9184, PSALM shall be guided with this provision which states that, "However, under emergency or extraordinary cases involving major calamities and disasters as declared by the President where time is of the essence to save lives and properties and restore damaged infrastructures, detailed engineering works shall be conducted in accordance with the guidelines and procedures, as prescribed by the head of the appropriate infrastructure agency and approved by the Infrastructure Committee of the National Economic and Development Authority Board, to

Controlled Copy No. 8
Copy for: OCS
Date: 28 February 2020



Certified True Copy:



MARIA BELEN P. MONTES-NERA
Corporate Secretary, PSALM Corp.

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF QUEZON CITY

AFFIDAVIT

I, MA. LORENA D. MAGTALAS, of legal age, Married, Filipino, and residing at 40-E Macopa St., Sta.Mesa Heighst,Quezon City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of APL SECURITY SERVICES CORPORATION. with office address at 40 D Macopa St., Sta.Mesa Heights,Quezon City;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for PROCUREMENT OF SECURITY SERVICES FOR MANILA THERMAL POWER PLANT AND PORT AREA, Project Reference No.2021-PB-SS-MTPP/PA-031-01 of the Power Sector Assets & Liabilities Management Corporation (PSALM), as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];
3. APL SECURITY SERVICES CORPORATION is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. APL SECURITY SERVICES CORPORATION is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of APL SECURITY SERVICES CORPORATION is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. APL SECURITY SERVICES CORPORATION complies with existing labor laws and standards; and
8. APL SECURITY SERVICES CORPORATION is aware of and has undertaken the following responsibilities as a Bidder:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the PROCUREMENT OF SECURITY SERVICES FOR MANILA THERMAL POWER PLANT AND PORT AREA(Reference No. 2021-PB-SS-MTPP/PA-031-01)

- 9. APL SECURITY SERVICES CORPORATION did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of June, 2021 at Quezon City, Philippines.

(Handwritten Signature)

MA. LORENA D. MAGTALAS
Bidder's Representative/Authorized Signatory

30 JUN 2021

SUBSCRIBED AND SWORN to before me this ___ day of ____, 2021 at Quezon City, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], Unified Multi-Purpose ID No. with his/her photograph and signature appearing thereon, with no. CRN-0033-2074308-6 and his/her Community Tax Certificate No. 063122977 issued on January 1, 2021 at Quezon City.

30 JUN 2021

Witness my hand and seal this ___ day of June, 2021

(Handwritten Signature)

ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY

NAME OF NOTARY PUBLIC: ATTY. ROGELIO J. BOLIVAR
Serial/IBP No. 0021 & IBP O.R. No. 133076 MD 2022
Notary Public No. 0625112 D 1/4/21 / 01116 33832 / TIN# 129-571-009
Roll of Attorneys 01983 valid from 12/16/19 valid until 04/14/22 Quezon City
PTR No. ____, [date issued], [place issued]
IBP No. ____, [date issued], [place issued]

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SECURITY SERVICES CORP
40 Unit-D Macopa St., Sta. Mesa Heights, Q.C. 1114
Telefax Nos. 741-3711, 880-3206 Wireless 245-6535
Email apl@mesa.com

SECRETARY'S CERTIFICATE

I, **BEATRICE D. MAGTALAS**, Filipino, of legal age, single with residence at 40 Unit-E Macopa St., Sta. Mesa Heights, Quezon City after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the Corporate Secretary of APL Security Services Corporation with office address at 40 Unit-D Macopa St., Sta. Mesa Heights, Quezon City;
2. That in a special meeting of the members of the Board of Directors held on June 25, 2021 at 4:00 PM at its principal office wherein there is sufficient quorum to transact business, the following resolution was upon motion duly made and seconded, unanimously approved, to wit:

BOARD RESOLUTION NO. 08 Series of 2021

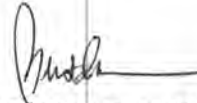
WHEREAS, **APL SECURITY SERVICES CORPORATION**, desires to participate in the public bidding for PROCUREMENT OF SECURITY SERVICES FOR MANILA THERMAL POWER PLANT AND PORT AREA PROJECT REFERENCE NO. 2021-PB-SS-MTPP/PA-031-01 under such terms and conditions may hereafter be agreed by the parties;

"WHEREFORE, it is hereby resolved that **MA. LORENA D. MAGTALAS**, President/General Manager of **APL SECURITY SERVICES CORPORATION** be hereby authorized to represent the company in the said public bidding for security services, act for and in behalf of the corporation under terms and conditions as may be deemed advantageous to the Company, and to sign all papers and documents incidental to this transactions"

RESOLVED further that **MR. MARLON A. AVANCENA**, RCr, Operations Manager and/or **MR. REY LEGADA**, Operations Officer, and/or **MS. MARIBETH M. MABUTE**, Admin Officer be designated as authorized representatives of **APL SECURITY SERVICES CORPORATION**, to secure/pick-up eligibility and bid documents, to make, to attend pre-bid conference, opening of bids, to file, to submit eligibility requirements, tendering technical proposal, bid proposal and other activities involving the conduct of the bidding of security services.

That the foregoing resolution has not been amended modified superseded, revoked, altered and/or repeated as of the date of the Certification.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June,
2021, in Quezon City, Metro Manila.



BEATRICE D. MAGTALAS
Corporate Secretary

SPECIMEN SIGNATURE:



MA. LORENA D. MAGTALAS
President/General Manager

30 JUN 2021

SUBSCRIBED AND SWORN to before me this _____ day of _____ at Quezon
City, Philippines. Affiant exhibiting to me her Unified Multi-Purpose ID No. CRN. 0111-
6075374



ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY

AM Adm. Matter No. 204 June 21, 2021 to Dec. 31, 2022
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 0695112 D 1/4/21 / Roll No. 33832 / TIN# 129-871-009
MCLE No. VI-0029583 valid from 12/16/19 valid until 04/14/22 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.

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