



Republic of the Philippines

PHILIPPINE HEALTH INSURANCE CORPORATION

PHILHEALTH REGIONAL OFFICE XII

Plaza de Español, Cor. Posadas & Abad Santos Sts., Koronadal City

Tel. No. (083) 228-9731-35, Tel/Fax: 228-9733

Email: info.pro12@philhealth.gov.ph; admin.pro12@philhealth.gov.ph



ENDORSEMENT

Respectfully forwarded to the RVP, this PRO, the herein Service Contract by and between Supreme Investigative and Security Agency and Philippine Health Insurance Corporation Regional Office XII for his consideration and approval. Said contract was reviewed and found to be in order.

ATTY. JOSE N. E. LUBATON

Attorney IV

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

SUPREME INVESTIGATIVE & SECURITY AGENCY, a security agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with main address at Road 6, Blk. 7, Marañon Village, Koronadal City, represented in this act by its General Manager **MR. EFREN V. CABUCAY, CSMS**, hereinafter referred to as the "AGENCY".

-and-

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with postal address at City State Center Building, 709 Shaw Blvd., Brgy. Oranbo, Pasig City, represented in this act by **RAMON F. ARISTOZA, JR.**, Regional Vice President for PhilHealth Regional Office XII, Koronadal City, South Cotabato, hereinafter referred to as the "CLIENT".

WITNESSETH:

WHEREAS, the **CLIENT** is desirous in engaging the services of a security agency for the purpose of safeguarding and protecting the premises and properties of its **Regional Office**, located at Posadas corner Abad Santos St., Koronadal, South Cotabato and its four (4) **Service Offices** located at, **Santiago Boulevard, Dadiangas East, Gen. Santos City, SK Pendatun St., Cotabato City, Quezon Blvd., Kidapawan City and National Highway Isulan, Sultan Kudarat, respectively**, the persons and properties of its officers, employees, visitors and guests, from any and all kinds of injuries, theft, pilferage, robbery, trespassing and other unlawful acts by a stranger/s and / or employee/s of the **CLIENT**;

WHEREAS, the **AGENCY**, duly licensed to render protective services has offered to provide the services required by the **CLIENT** under the conditions herein set forth;

WHEREAS, during the bidding conducted, the **AGENCY** was determined as the Lowest and Responsive Calculated Bidder;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:

ARTICLE I

DUTIES AND OBLIGATIONS OF THE AGENCY

1. The **AGENCY** shall provide the **CLIENT's Regional Office**, with a 24- hour 3-shift security service daily including Saturdays, Sundays, legal and special holidays with three (3) security guards to be assigned at the **PMAC**, following the herein schedules from 8:00AM to 5:00PM, *to wit*:
 - 1.a. **1st Shift** – One (1) security guard to be assigned at the stairway from 7:00 A.M. to 4:00 P.M. from Monday to Friday;
 - 1.b. **2nd Shift** – One (1) security guard to be assigned thereat from 4:00 PM to 12 midnight.



Provided that, the AGENCY shall provide the CLIENT with two (2) roving guards on a daily basis to complete the security services to the CLIENT scheduled as follows:

- 1.c. 1st Shift – shall be from 4:00 PM to 12:00 midnight;
- 1.d. 2nd Shift – shall be from 12:01 midnight to 8:00 AM.

- 2. The AGENCY shall provide the CLIENT's four (4) **Service Offices** with three (3) Security Guards each with a 24-hour 3-shift security service daily including Saturdays, Sundays, legal and special holidays following the herein schedules, to wit:


2.1. From 7:00 AM to 7:00 PM – one (1) guard shall be assigned at the Entrance of each Service Office;

2.2. From 8:00 AM to 5:00 PM – one (1) guard shall be assigned at the Cashier's Office of each Service Office; and

2.3. One (1) roving guard shall also be assigned at each Service Office in addition to the foregoing scheduled guards to be on duty from 7:00 PM to 7:00 AM daily.

Provided, *however*, that future adjustments regarding each individual guard's time schedule shall be reserved in favor of the CLIENT in consonance with whatever changes the latter may find necessary. Moreover, the number of Security Guards may be subsequently increased or decreased as may be determined by the CLIENT depending upon the circumstances. It is UNDERSTOOD AND AGREED that the guards assigned by the AGENCY shall possess the qualifications required in Republic Act No. 5487 and its implementing Rules and Regulations of the PNP. Aside from the minimum and basic qualifications required by the CLIENT to wit:

- 1. Filipino Citizen
- 2. 21 years old but not more than 60 years of age;
- 3. At least high school graduate;
- 4. Of sound and alert mind and physically fit for security duties;
- 5. At least five feet in height and of medium built;
- 6. Licensed and properly screened and cleared by the PNP, NBI and other concerned government offices;
- 7. Must be a holder of Certificate of Training for Security Guards issued by recognized police agency and such other requirements under R. A. 5487, AS AMENDED;
- 8. Those with military background, must submit honorable discharge papers;
- 9. Of good moral character, and
- 10. Other qualifications as may be determined by the Client and the Agency

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- 3. The AGENCY shall assign to the CLIENT uniformed and adequately trained security personnel, with duly licensed firearms and sufficient ammunitions at all times during the tour of duty, with adequate licenses and permits from appropriate government agencies and fully equipped with supplies necessary for the successful implementation of their job. Whenever necessary, the AGENCY, upon request of the CLIENT shall likewise provide close-in security and security back-up vehicles for the latter's VIPs.

4. The security guards shall be hired by the **AGENCY** with the approval of the Client and this contract shall not be deemed in any way as to constitute a contract of employment by and between the **CLIENT** and any of the security guards hired by the **AGENCY**, but merely as a contract for the **AGENCY** to render security and investigative services to the **CLIENT**. It is therefore understood that the security guards are the employees of the **AGENCY**.
5. The **AGENCY** hereby holds itself responsible and liable for the loss or damage that may cause to the **CLIENT**'s properties and installation as well as the properties of its officer, personnel and guests duly accounted for and placed under the custody of the guard at the guarded premises, arising from theft, pilferage, robbery, malicious mischief, vandalism, and the like. It also holds itself responsible for the protection of the lives and safety of the **CLIENT**'s officials, personnel, visitors/guests and clientele while within its premises, where such losses, injury or damages were caused by negligence, omission or fault of the security guard on duty.
6. The **AGENCY** assumes full and sole responsibility for the proper conduct of, and performance of duties by the security guards employed by it during the watch hours. The **CLIENT** is specifically released from any acts or omission of the security guards of the **AGENCY**.
7. The **CLIENT** shall at all times have the right to inspect the guards on detail of the premises and at any time request for the replacement of any guard assigned to it.
8. The security including the roving patrol shall register their time-in and time-out and sign in a book bound logbook provided in their post. At the end of the month, the agency shall submit the summary report of the same to support the Statement of Account to be forwarded to the **CLIENT**.

ARTICLE II

SECURITY PROCEDURE

1. The **CLIENT** will provide the **AGENCY** with an inventory containing the list of company assets, equipment and other properties to be guarded. It is however, presumed that all such assets, equipment and properties which are located, placed and kept inside the guarded premises, belong to the **CLIENT**. Provided, furthermore, that the absence of such inventory list shall not preclude the **AGENCY** from performing its duties and obligations.
2. To ensure effectiveness in safeguarding and protecting the aforesaid properties, a "gate pass" containing the description of the property must be duly filled out and signed by the concerned official allowing said property to be brought out of the guarded premises. In this connection, the **CLIENT** will furnish the **AGENCY** a copy of the respective specimen signatures of approving officials or authorities.
3. Properties placed inside car compartment without corresponding "gate pass" slip shall not be the responsibility of the **AGENCY**. Hence for the **AGENCY** to be responsible in such cases, the **CLIENT** agrees that all outgoing vehicles shall be subject to inspection by the guard on duty.
4. Copy of record of property brought inside the guarded premises but not included in the inventory list shall be furnished the **AGENCY**.




ARTICLE III

OBLIGATIONS OF THE CLIENT

1. For and in consideration of the services rendered by the **AGENCY** to the **CLIENT** during the affectivity of the contract, the latter shall pay the former at the rate of **ELEVEN THOUSAND TWO HUNDRED FORTY PESOS and 61/100 (P11,240.61)** per guard per month for an 8-hour duty/day for the seven (7) guards assigned at the Regional Office and **SIXTEEN THOUSAND TWO HUNDRED SIXTY ONE PESOS and 83/100 (P16,261.83)** and **ELEVEN THOUSAND TWO HUNDRED FORTY PESOS and 61/100 (P11,240.61)** per guard per month for a 12 hrs and 8 hours duty/day respectively for the three (3) Security Guards assigned at the General Santos City Service Office (2 SG's on a twelve hours duty and 1 SG's on an 8 hours duty/day) and **SIXTEEN THOUSAND THREE HUNDRED SIXTY THREE PESOS and 41/100 (P16,363.41)** and **ELEVEN THOUSAND THREE HUNDRED THREE PESOS and 90/100 (P11,303.90)** per guard per month for a 12 hrs and 8 hours duty/day respectively for the nine (9) Security Guards assigned at the Isulan, Cotabato and Kidapawan City Service Offices (6 SG's on a twelve hours duty and 3 SG's on an 8 hours duty/day) or a total of **TWO HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED FORTY PESOS and 70/100 (P254,540.70)** for 19 guards per month from Mondays to Sundays including holidays in accordance with the latest PADPAO rate. During the term of this contract, the monthly rate and other benefits that may be added herein may be adjusted upon approval and implementation of the said new rate and other benefits as may be adopted by the PADPAO and approved by the RTWPB applicable within the area, subject to the availability of corporate funds. The **AGENCY** shall furnish the **CLIENT** the monthly Statement of Account to support the payment of services which shall be payable on or before the 20th day for the first 15 days and on or before the 5th day for the 2nd 15-day period.
2. It is understood that whenever the **CLIENT** suffer losses or damages due to theft, robbery and other unlawful acts of strangers or by any persons, the **CLIENT** may suspend release of payment of collectibles due the **AGENCY** pending the outcome of the investigation by a committee created by the **CLIENT** where the **AGENCY** will be represented, which shall determine whether the damages or losses were solely due to the fault of the guard and without any contributory negligence on the part of the **CLIENT**. Provided, further that this condition shall apply whenever the value involve in any such damage/loss exceeds P500.00, and provided, finally that the loss or damage is reported in writing by the **CLIENT** to the **AGENCY** within three (3) working days from the date of its discovery. The **AGENCY**, however, shall not be held liable for the damages or losses due to force majeure or fortuitous event.
3. The **AGENCY** also binds itself to hold the **CLIENT** entirely free and harmless from any liability resulting from injury or any other cause of actions which may be filed by any of the said security guard by reason of the employment under this contract or under the provisions of the Labor Code, the Minimum Wage Law or other laws which are now in effect or which may hereafter be promulgated;

ARTICLE IV

PERFORMANCE BOND

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4. The **AGENCY** hereby undertakes to furnish the **CLIENT** a Performance Bond amounting to 5%, 10% and 30% of the total contract price, either in the form of cash, bank guarantee and surety bond respectively, guaranteed by the **Government Service Insurance System (GSIS)** or any reputable bonding company, as guarantee for the payment of any claim made by the **CLIENT** for losses, liability, injury or damage arising from or growing out of the **AGENCY**'s operations under this contract, and for the faithful performance made by the **AGENCY** of the covenants, obligations and undertaking assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law of filing such claim(s) or loss, liability, injury or damage shall have lapsed. Provided however, that if claim for any of the foregoing has been filed within the said period

ARTICLE V

DURATION OF THE CONTRACT

This CONTRACT shall take effect on ~~July 16, 2012~~ and shall expire on ~~December 31, 2012~~, unless sooner terminated in accordance with the provisions hereof. After expiration of this contract and no new contract has not been entered by the CLIENT or that the result of the bidding is not yet issued if one is conducted, this contract shall be deemed extended on a month to month basis up to such period as may be allowed by law, rules and regulations.

ARTICLE VI

TERMINATION OF CONTRACT AND VENUE OF ACTION

The PARTIES hereby reserves the right to terminate this Contract for any cause or reason upon thirty (30) days prior notice to the party. Provided, that in case of litigation arising from or in connection with this Contract, the PARTIES hereby agree that the venue of any action shall be at the proper court in Koronadal City only.

ARTICLE VII

MISCELLANEOUS PROVISIONS

In case any provision or stipulations herein is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.

IN WITNESS HEREOF, the parties have hereunto affixed their respective signatures on this 11th day of July 2012 at Koronadal City, Philippines

SUPREME INVESTIGATIVE
& SECURITY AGENCY
(AGENCY)

Represented By:



MR. EFREN N. CABUCAY, JR.
General Manager

PHILIPPINE HEALTH INSURANCE
CORPORATION
(CLIENT)

Represented By:


RAMON F. ARISTOZA, JR.
Regional Vice President - PRO XII

Signed in the presence of:


BIENVENIDO L. BORRA
Administrative Officer IV


EDWIN S. TANTEBAS, C.P.A.
Fiscal Controller IV

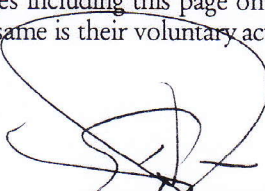
Republic of the Philippines)
Province of South Cotabato) ss.
City of Koronadal)

ACKNOWLEDGEMENT


BEFORE ME, on this _____ day of AUG 14 2012, 2012,
personally appeared **RAMON F. ARISTOZA, JR.** with community Tax Certificate No. _____
issued at _____ on _____, 2012 known to me and to me known to be the same persons who
executed the foregoing instrument consisting of two pages including this page on which this
acknowledgement is written, and acknowledged that the same is their voluntary act and deed.

WITNESS my hand and notarial seal.

Doc No. 04
Page No. 1
Book No. 11
Series of 2012 _____


JOSE E. LUBATON
Notary Public
Per Temporary Commission No. 362
Effective March 20, 2012
IBP OR No. 870326; Jan. 10, 2012
PTR OR No. 0820999; Mar. 03, 2012
Roll No. 47870

ACKNOWLEDGEMENT


Republic of the Philippines)
_____) ss.

BEFORE ME, on this _____ day of _____, 2012,
personally appeared **MR. EFREN V. CABUCAY, CSMS** with community Tax Certificate
No. 21133271 issued at KORONADAL CITY on
January 6, 2012 known to me and to me known to be the same persons who
executed the foregoing instrument consisting of two pages including this page on which this
acknowledgement is written, and acknowledged that the same is their voluntary act and deed.

WITNESS my hand and notarial seal.

Page No. _____
Doc No. _____
Book No. _____
Series of 2012 _____