

SECURITY SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF SECURITY SERVICES** made and entered into by and between:

PHILHEALTH REGIONAL OFFICE 4A, a regional office of Philippine Health Insurance Corporation, a government-owned and controlled corporation duly organized and existing under Philippine laws with office address at AMCJ Square Bldg., Diversion Road, Brgy. Bocohan, Lucena City represented in this act by its Regional Vice-President, **ALBERTO C. MANDURIAO** hereinafter referred to as the "**CLIENT**".

-and -

MAXIMUM SECURITY AND SERVICES CORPORATION, a corporation duly registered, organized and existing under Philippine laws with office address at #6 Denver St., Cubao, Quezon City represented by its President, **VIRGILIO R. GONZALES**, hereinafter referred to as the "**AGENCY**".

- witnesseth -

WHEREAS, the parties entered into a **CONTRACT OF SERVICE** for a period of Ten (10) Months commencing on **March 1, 2012 up to December 31, 2012**, for the provision of security service to PhRO 4A.

WHEREAS, the parties hereto agree to adopt as part of this contract the requirements, terms and conditions specified, and set forth under the **TERMS & CONDITIONS ON THE BIDDING FOR TEN (10) MONTHS SECURITY SERVICE CONTRACT**, that was consummated during the bidding process for this purpose.

WHEREAS, the parties hereto agree for continuous observance of the requirements, terms and conditions specified, and set forth under the **TERMS & CONDITIONS ON THE BIDDING FOR TEN (10) MONTHS SECURITY SERVICE CONTRACT**, during the existence of this contract.

WHEREAS, the terms and conditions set forth under the **TERMS & CONDITIONS ON THE BIDDING FOR TEN (10) MONTHS SECURITY SERVICE CONTRACT** as part of this contract is hereto attached for further reference.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agreed, as they hereby agree, to be bound by the following terms and conditions thereof.

A. TERM

This Contract of Service commences on **March 1, 2012** and ends on **December 31, 2012** unless sooner terminated at the option of the **CLIENT**, in accordance with all the terms and conditions thereof.

B. RATE

For and in consideration of the services rendered by the **AGENCY** to the **CLIENT**, the latter shall pay the former the following rate:

VIRGILIO R. GONZALES
President, Maximum Security and Services Corp.

ALBERTO C. MANDURIAO
RVP, PhRO IV-A

FELICIANA G. PASTORIDE
Witness

MIGUEL T. MACALINAO
Witness

VIRGILIO R. GONZALES
President, Maximum Security and Services Corp.

PHRO IV-A, Represented by: ALBERTO C. MANDURIAO
RUP-PHRO IV-A

Location	Number of Guards	Rate per Guard
Lucena City – 8-hour day shift	5	Php 14,450.67
Lucena City – 8-hour night shift	2	15,684.03
San Pablo – 8-hour day shift	2	14,664.05
San Pablo – 8-hour night shift	1	15,916.02
Calamba – 8-hour day shift	2	14,664.05
Calamba – 8-hour night shift	1	15,916.02
Calamba – 9-hour day shift	1	11,445.60
Imus – 8-hour day shift	2	15,697.25
Imus – 8-hour night shift	1	17,030.94
Imus – 9-hour day shift	1	12,271.98
Trece Martires – 8-hour day shift	2	14,450.67
Trece Martires – 8-hour night shift	1	15,684.03
Gumaca, Quezon – 8-hour day shift	2	11,829.60
Gumaca, Quezon – 8-hour night shift	1	12,850.82
Total Per Month		Php 347,348.06
Total Contract Price per Annum		Php 3,473,480.60

FELICIANA O. PASTORPIDE
Witness

C. DELIVERABLES (Scope of Work)

The **AGENCY** shall provide the **CLIENT** nine (7) security guards in the regional office and seventeen (17) security guards in five (5) service offices, with twenty four (24) hours – three (3) shifts 8-hour duty and one (1) shift 9-hour duty (for Calamba & Imus Service Office) security service daily including Saturdays, Sundays, legal and special holidays. This, for the purpose of guarding and protecting the offices, premises, officers, employees, visitors and guests of the **CLIENT** from theft, pilferage, robbery, trespassing and other unlawful acts by stranger/s and/or employees themselves.

The undertaking consists of the following and involves the provision of personnel, supervision, supplies and equipment:

	POST	FIRST SHIFT	HOURS	DAYS
01	Main Office (Lucena City)			
	a. Office/Front Desk	0600H-1400H		
	b. Roving Office/Storage	0600H-1400H	8	7
	c. PMAC	0900H-1700H		
02	San Pablo City Service Office	0600H-1400H	8	7
03	Calamba City Service Office			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0800H-0500H	9	5
04	Imus City Service Office			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0800H-0500H	9	5
05	Trece Martirez City Service Office	0600H-1400H	8	7
06	Gumaca Quezon Service Office	0600H-1400H	8	7
	POST	SECOND SHIFT	HOURS	DAYS
07	Main Office (Lucena City)			
	a. Office/Front Desk			
	b. Roving Office/Storage	1400H-2200H	8	7
08	San Pablo City Service Office	1400H-2200H	8	7
09	Calamba City Service Office	1400H-2200H	8	7
10	Imus City Service Office	1400H-2200H	8	7
11	Trece Martirez City Service Office	1400H-2200H	8	7
12	Gumaca Quezon Service Office	1400H-2200H	8	7
	POST	THIRD SHIFT	HOURS	DAYS
13	Main Office (Lucena City)			

MIGUEL T. MACALINAO
Witness

	a. Office/Front Desk	2200H-0600H	8	7
	b. Roving Office/Storage			
14	San Pablo City Service Office	2200H-0600H	8	7
15	Calamba City Service Office	2200H-0600H	8	7
16	Imus City Service Office	2200H-0600H	8	7
17	Trece Martirez City Service Office	2200H-0600H	8	7
18	Gumaca Quezon Service Office	2200H-0600H	8	7

D. PERFORMANCE BOND

The **AGENCY** shall constitute the required performance security for the duration of this contract, subject to the terms and conditions thereof. Performance security shall be in any of the following forms with corresponding amount:

Form of Security	Minimum Amount in % of Total Contract Price
1. Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
2. Bank Guarantee	
3. Surety Bond	Thirty Percent (30%)
4. Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

E. DUTIES AND RESPONSIBILITIES OF THE AGENCY

- Any security guard to be assigned by the Contractor must possess the following minimum qualifications:

Has finished at least second year college
 With height of not less than 1.65 meters
 With weight of not less than 55 kilograms
 Not less than 21 year nor more than 45 years old at the time of assignment to the Corporation under this contract.
 Physically and mentally fit, as indicated in a neuro-psychiatric clearance from a PNP and DOH-accredited institution and confirmed by the physicians of the Corporation.
 Licensed to carry firearms and properly screened and cleared by the PNP, NBI and other concerned government offices for this purpose, copies of such clearances to be furnished to the Corporation.
 Must be a holder of a Certificate of Training for Security Guards and other requirements of RA 5487 as amended.
 Must possess honorable discharge documents, if with military background.
 Of good moral character, as certified by the Barangay and the police district concerned and the NBI.
 Must have undergone drug test and found to be free from tetrahydrocannabinol, metamphetamine hydrochloride and other prohibited substances, certification to be given to Philippine Health Insurance Corporation every six (6) months.

- All Security Officers, Guards and relievers shall be screened by the Management Services Division before their acceptance. The following should be submitted for evaluation of the Management Services Division.

Transcript of Records showing compliance to education requirements

VIRGILIO R. GONZALES
 President, Maximum Security and Services Corp.

PHRO IV-A, Represented by: ALBERTO C. MANDURIAO
 BAW, PHRO IV-A

FELICIANA O. PASTORPIDE
 Witness

MIGUEL T. MACALINAO
 Witness

Medical Certificate attested within two weeks prior to assignment to the Philippine Health Insurance Corporation, showing the physical and mental fitness, height and weight of the candidate.

Certificate of Live Birth of the candidate showing exact date of birth on record.

NBI Clearance

Current/unexpired Security Guard/Officers license issued by the Philippine National Police

Certificates of Training

Recent 2x2 picture

SSS membership card

Drug test certification

Police and barangay clearances showing that the candidate is a citizen of good moral character in the community.

3. The security officers and guards shall be provided by the Contractor with clean and presentable uniforms, nametag/ID, raincoat, baton and other necessary tools, metal detector, weapons and ammunitions needed.
4. The security officers and guards shall render satisfactory services from MONDAYS to SUNDAYS to be certified jointly by the offices where they are assigned and by the Chief of Management Services Division.
5. The Contractor shall maintain a pool of, and provide relievers/replacements in case of absences of any assigned security officer or guard in order to ensure continuous and uninterrupted service. The Administrative Division must be informed accordingly of such arrangements. **A security guard must not act as a reliever after his duty.** There should also be **no change shifts** in the following schedules:
 - a. from 2nd shift to 3rd shift
 - b. from 1st shift to 2nd shift
 - c. from 3rd shift to 1st shift
6. The Security services shall be under the direct supervision of the Administrative Division. Before the security officers/guards assume the function, an orientation on the scope of responsibilities, rules of Corporation and related matters shall be conducted by the Administrative Division. No security officer/guard shall assume his post without this orientation.
7. The security guard on duty shall be responsible for closely monitoring and recording movement of all office materials, supplies and personnel within the assigned area of responsibility. Whenever equipment is brought out of the building, the security guard shall demand a gate pass duly signed by the Chief or any official representative of the Property and Supply Section.
8. The security guard on duty has the responsibility to screen in a very courteous and polite manner visitors and guests, and to require them to register in the visitor's logbook, issue a visitor's pass if applicable, and check if they have any firearms or deadly weapons to be deposited with such guard on duty for issuance of the appropriate acknowledgement receipt.
9. The security guard on duty is authorized to inspect bags and packages and search individuals, even employees, when necessary.
10. Security guards shall position themselves strategically to cover all properties in view, except when there is a duly authorized special arrangement with the chief of office concerned or the building administration office, as cleared with the Management Services Division.

VIRGILIO R. GONZALES
President, Maximum Security and Services Corp.

PHRO IV-A, Represented by: ALBERTO C. MANDURIAO
RVP- PHRO IV-A

FELICIANA O. PASTORPIDE
Witness

MIGUEL T. MACALINAO
Witness

940
VIRGILIO R. GONZALES
President, Maximum Security and Services Corp.

PHRO IV-A, Represented by: ALBERTO C. MANDURIAO
RVP, PHRO IV-A

11. The Contractor shall see to it that the security guards are screened and declared physically and mentally fit before they are allowed to report to their assigned posts. Security guards shall never be under the influence of liquor or any prohibited drug while on duty.
12. Security guards found to be under the influence of liquor or any prohibited drug shall immediately be relieved and his post declared abandoned. The Contractor shall immediately replace the erring security guard and the Philippine Health Insurance Corporation shall deduct the cost of maintaining the post for the day and shift the incident occurred even if the necessary replacement/reliever has been installed.
13. The chief of the office where guard is assigned and the Management Division, jointly or by themselves, shall have the right to inspect the security guards in their posts to determine compliance on the physical condition of the security guard on duty, with emphasis on checking whether the guard is under the influence of liquor and other intoxicating experience or prohibited substances. Reports of security guards under the influence of liquor or other prohibited substances shall be ground for suspension or debarment of such person or even the security agency in the Philippine Health Insurance Corporation.
14. Any security guard or officer who may be found to be undesirable and/or incompetent by the head of office or services concerned shall be replaced by the Contractor immediately upon receipt of the request and the verification.
15. Security guards assigned to restricted office areas where highly accountable assets and security documents are kept shall perform their duties under the supervision of officials to be designated by the offices concerned.
16. The Roving Security Guard shall see to it that the premises of the client are protected against fire, theft and other preventable risks. Any abnormal movement and presence of suspicious characters should be reported immediately and the security guards of the Philippine Health Insurance Corporation and the Contractor's should be warned.

F. OTHER REQUIREMENTS

1. The contractor shall provide at least three (3) two-way radio transceivers to security guards assigned at PhilHealth Regional Office, Lucena City. The security agency shall provide **three (3) units Motorola GP 300 with battery pack, two (2) units Battery charger & three (3) units battery pack.**

The Contractor shall provide **Computer (PC) Based Eight (8) Weatherproof Camera Security System capable of storing at least one (1) month continuously recorded data/video.** The client shall have the exclusive access/right to those recorded data/video. Six (6) units Metal Detector shall also be provided.

Each post must be provided with a duly licensed firearm and ammunitions to be kept within the immediate reach of the guard on post and protected from access by unauthorized persons. The security agency shall provide **One (1) unit 12 Gauge Shotgun with 9 rds Ammunition, One (1) unit 9mm Pistol with 14 rds. Ammunition, Eight (8) units Caliber 38 Revolver with 88 rds Ammunition.**

The Contractor or head of the agency shall visit the client or its representative regularly for a meeting at least once a month concerning security operations and other concerns of the detachment.

The Contractor shall conduct seminars at least once every quarter to further train its security officers and guards on emergency response, public relations; courtesy; discipline; first aid; report writing; crisis management; proper use and

FELICIANA O. PASTORPIDE
Witness

MIGUEL T. MACALINAO
Witness

maintenance of firearms; laws on arrest, seizure, searches, evidence, strikes, crimes against persons and property; and other related topics.

Each security guard on duty shall be provided by the Security Agency with equipment such as but not limited to the following:

- a) Pepper Spray;
- b) Shields, truncheons, handcup (as need arises);
- c) Traffic gloves, Reflectorized vest;
- d) Whistles, Nightsticks, Medical (first aid) kits and Flashlights (for every guard);
- e) Logbook, bond paper
- f) One (1) unit Cellular Phone with free PhP 300.00 load monthly (Main-Office Lucena City)
- g) One (1) unit Computer set with printer (Main-Office Lucena City)
- h) Others as required by the situation.

VIRGILIO R. GONZALES
President, Maximum Security and Services Corp.

G. PERIOD OF CONTRACT

- a. This bidding is valid only for the Philippine Health Insurance Corporation Contract for Security Services for ten (10) months period from March 1, 2012 or the date of effectivity as stipulated in the contract in case of delay of the award of the contract.
- b. The Philippine Health Insurance Corporation has the option to engage the services of the current contractor at the same rates for an extended period until the perfection of the new contract of services subject to all terms and conditions thereof.

H. PAYMENT

- a. Payments for service rendered in accordance with the contract shall be made by the Corporation with the Contractor on a twice a month or monthly basis as the case maybe, subject to the withholding of any lawful charges and subject further to the presentation by the Contractor of a certification that the wages have been paid and that all remittances due to the government are made as required under existing government auditing rules and regulations. The Corporation reserves the right to inspect the payroll of the contractor in order to verify that the wages have been paid. Any violation shall be a sufficient ground for the termination of the contract without prejudice to the liability of the contractor.
- b. The summary report of attendance of security guards shall be approved by the Management Services Division before payment is made to the guards who shall then acknowledge that they have received the amount per contract. Claims for payment by the Contractor must be supported by a copy of this report, the certification from the Management Services Division that the services have actually been rendered and a certification to the effect that all wages for the preceding month have been fully paid, including also that all remittances due to SSS, Pag-Ibig and PhilHealth have been paid. The Contractor is also required to submit RF-1 (PhilHealth), R-3 (SSS) and HDMF remittance list for Pag-Ibig. It is also required from the agency to include a certification that it has already paid its security guards for the period being claimed/paid.
- c. All taxes payable to the Government shall be borne by the Contractor.

PHRO IV-A, Represented by: ALBERTO C. MANDURIAO
RVP, PHRO IV-A

FELICIANA O. PASTORPIDE
Witness

MIGUEL T. MACALINAO
Witness


- d. In case of increase of wages rate due to enactment of new laws, the Contractor may seek adjustment in writing, subject to the approval of the authorities concerned.
- e. The Contractor's performance security shall be liable for damages or losses that may arise directly or indirectly attributable to the negligence or misbehavior or direct participation of the security guard assigned by the Contractor. In case the bond is not sufficient to cover such losses or damages, the Contractor will have to pay the balance directly to the Philippine Health Insurance Corporation.
- f. The Contractor shall assume full responsibility for any claim for any compensation on injuries from accidents in connection with performance of the duties of security officers and guards, and shall free the Philippine Health Insurance Corporation from any legal suit in connection therewith.
- I. The Contractor shall faithfully comply with all laws, rules and regulations pertaining to employment of labor now existing or which hereafter may be enacted including but not limited to the Labor Code of the Philippines as amended, the Social Security Law, Pag-Ibig and NHI Act.
- J. Continuous violation of any provision or combination of provisions of the contract by the contractor for ten (10) times during the contract period shall constitute the imposition of the penalty of debarment.
- K. During the contract period, the supplier of security services may ventilate their problems or difficulties encountered as well as give suggestions or recommendations in writing to the Administrative Division for proper action.
- L. The Philippine Health Insurance Corporation reserves the right to pre-terminate the contract by serving a written notice of at least thirty (30) calendar days prior to the intended date of pre-termination if in its opinion after due verification of facts that the Contractor is not providing satisfactory services or not complying with the terms and conditions of the contract.

IN WITNESS WHEREOF, the parties have signed this contract in representation of their respective corporation on this _____ day of _____ 2012.

**MAXIMUM SECURITY AND SERVICES
CORPORATION**
(AGENCY)

**PHILHEALTH REGIONAL
OFFICE 4A**
(CLIENT)

By:




VIRGILIO R. GONZALES
President

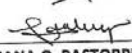
By:



ALBERTO C. MANDURIAO
RVP, PhRO IV-A

Signed in the presence of:


MIGUEL T. MACALINAO
Division Chief, MSD


FELICIANA O. PASTORPIDE
Fiscal Controller IV

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province of Quezon) S.S.
City of Lucena)

BEFORE ME, personally appeared:

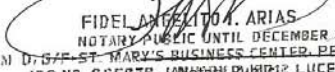
NAME

ALBERTO C. MANDURIAO

PHIC ID#10007197
CTC No. **32571155**
Issued on: **January 4, 2012**
Issued at: **Lucena City**

Known to me and to me known to be the same person who executed the foregoing Contract of Service and acknowledged that the same is their free act and deed.

WITNESS MY HAND AND SEAL this **MAR 16** day of **2012** at Lucena City.


FIDEL ANGELITO A. ARIAS
NOTARY PUBLIC UNTIL DECEMBER 31, 2012
RM D-34F ST. MARY'S BUSINESS CENTER, PEREZ ST. LUCENA CITY
ISP NO. 805378 JANUARY PUBLIC LUCENA CITY
PTR NO. 0453268 JANUARY 3, 2012 LUCENA CITY
CTC NO. 32569573 JANUARY 3, 2012 LUCENA CITY
ROLL OF ATTY. NO. 55552/TIN-435-699-924
MCLE COMPLIANCE NO. III-0015286
Lucena City

Doc. No. **182**
Page No. **37**
Book No. **XXXV**
Series of 2012.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province of _____) S.S.
City of Baguio City)

BEFORE ME, personally appeared:

NAME

VIRGILIO R. GONZALES

MSSC ID#0287G00A

CTC No. 37146470

Issued on: January 4, 2012

Issued at: Quezon City

Known to me and to me known to be the same person who executed the foregoing Contract of Service and acknowledged that the same is their free act and deed.

WITNESS MY HAND AND SEAL this 14th day of March 2012 at Baguio City.

HUBERT A. FORMENTO

NOTARY PUBLIC

UNTIL DECEMBER 31, 2013

PTR No. 6073956/1-5-2012/QC

IBP No. 606065/12-2-2011/QC

ROLL No. 42946

MCLE COMP NO. III-0017557/6-23-2010

Doc. No. 123
Page No. 1st
Book No. 11
Series of 2012.



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
PhilHealth Regional Office IVA
AMCJ Square Building, Diversion Road, Brgy. Bocohan, Lucena City
Healthline (042) 373-7554 region4a@philhealth.gov.ph



Notice of Award

February 21, 2012

MR. VIRGILIO R. GONZALES

President
Maximum Security and Services Corporation
#6 Denver St., Cubao, Quezon City

Dear Sir:

Please be informed that your Bid dated 3rd day of February 2012 for the Procurement of Ten Months Security Service Contract for PhRO IV-A, at a contract price of **THREE MILLION FOUR HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED EIGHTY PESOS & 60/100 (Php 3,473,480.60)** in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


ALBERTO C. MANDURIAO
RVP, PhRO IV-A

Received by:
Augusto Amparo
Feb. 27, 2012



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
PhilHealth Regional Office IVA
AMCJ Square Building, Diversion Road, Brgy. Bocohan, Lucena City
Healthline (042) 373-7554 region4a@philhealth.gov.ph



Notice to Proceed

February 29, 2012

MR. VIRGILIO R. GONZALES

President

Maximum Security and Services Corporation

#6 Denver St., Cubao, Quezon City

Dear Madam:

The attached Contract having been approved, notice is hereby given to **MAXIMUM SECURITY and SERVICES CORPORATION** that the contract for the Provision of Ten (10) Months Security Service Contract for PhRO IV-A shall commence on March 01, 2012.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule stated in the Bidding Documents.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the PhilHealth Region IV-A.

Very truly yours,

For Atty. L. Ombel

ALBERTO C. MANDURIAO

RVP, PhRO IV-A

I acknowledge receipt of this Notice on Feb 29, 2012

Name of the Representative of the Bidder: ALFREDO S. VILLARUEL

Authorize Signature: 