

**CONTRACT FOR THE  
PROCUREMENT OF SECURITY SERVICES FOR PRO NCR AND RIZAL  
GROUP FOR THREE (3) YEARS**

**THIS CONTRACT** made on the \_\_\_\_\_, 2014 between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 17th Floor, City State Center Building, 709 Shaw Blvd corner Oranbo Drive, Pasig City, represented herein by its President and Chief Executive Officer, **ALEXANDER A. PADILLA**, (hereinafter called "**PHILHEALTH**").

-and-

**MASADA SECURITY AGENCY, INC.**, a corporation, organized and registered with the Securities and Exchange Commission under Company Registration No. 121656 issued on the 20<sup>th</sup> day of July 1984, and existing under the laws of the Republic of the Philippines, with business address at Room 310 Señor Ivan de Palacio Bldg., 139 Malakas St. cor. Matalino Sts., Diliman, Quezon City, represented herein by its **PRESIDENT/GENERAL MANAGER, LT. COL. JOSE M. SOMBILLO (RET.)** (hereinafter called "**MASADA**").

**WITNESSETH, That-**

**WHEREAS, PHILHEALTH** invited Bids for the **Procurement of Security Services for PRO NCR and Rizal Group for Three (3) Years (ITB No. SSPNCR 2013-013-GS)** and has accepted a Bid by **MASADA** for the supply of those goods and services in the sum of **TWENTY TWO MILLION TWO HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FIFTY SEVEN PESOS AND FIFTY TWO CENTAVOS (PHP 22,254,257.52) FOR THE FIRST YEAR ONLY**, (hereinafter called "**the Contract Price**").

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree and bind themselves as follows:

1. In this Contract, 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 shall be deemed to form and be read and construed as part of this Contract, viz.:
  - (a) the Financial Proposal submitted by **MASADA (Annex "A")**;
  - (b) the Schedule of Requirements (**Annex "B"**);
  - (c) the Technical Specifications (**Annex "C"**);
  - (d) the General Conditions of Contract (**Annex "D"**);
  - (e) the Special Conditions of Contract (**Annex "E"**);
  - (f) the Bid Bulletin No. 01 (**Annex "F"**);
  - (g) the BAC-GS Resolution No. 006, s. 2014 (**Annex "G"**);
  - (h) the Notice of Award (**Annex "H"**); and
  - (i) the Performance Security (**Annex "I"**).
3. In consideration of the payments to be made by **PHILHEALTH** to **MASADA** as herein mentioned, **MASADA** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract;
4. **PHILHEALTH** hereby covenants to pay **MASADA** in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. The contract price covers all taxes, including the 12% Value-Added-Tax, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities.
6. **MASADA** hereby covenants to deliver in favor of **PHILHEALTH** the goods/services based on Annex "C" of this Contract.
7. Completion of the delivery shall be undertaken by **MASADA** as stated in Annex "B" (Schedule of Requirements) of this Contract.
8. **PHILHEALTH** shall pay the sum of **TWENTY TWO MILLION TWO HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FIFTY SEVEN PESOS AND FIFTY TWO CENTAVOS (PHP 22,254,257.52) FOR THE FIRST YEAR ONLY**, the total contract price for the rendition of services to and acceptance by **PHILHEALTH**.

**MASADA** shall submit the Statement or Billing of Account.

Payments for services rendered in accordance with this Contract shall be made by **PHILHEALTH** with **MASADA** on a twice a month or monthly basis as the case may be subject to the withholding of any lawful charges and subject further to the presentation by **MASADA** 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. **PHILHEALTH** reserves the right to inspect the payroll of **MASADA** in order to verify that the wages have been paid. Any violation shall be a sufficient ground for the termination of this Contract without prejudice to the liability of **MASADA**.

The summary report of attendance of security guards shall be approved by the PRO NCR before payments are made to the guards who shall then acknowledge that they have received the amount per contract. Claims for payment by **MASADA** must be supported by a copy of a report, the certification from PRO NCR that the services have actually been rendered and a certification to that effect that all wages for the preceding month have been fully paid, including also a certification that all remittances due to SSS, Pag-Ibig and PhilHealth have been paid. **MASADA** is also required to submit RF-1 (PhilHealth), R-3 (SSS) and HDMF remittance list for Pag-Ibig. It is also required from **MASADA** to include a certification that it has already paid its security guards for the period being claimed/paid.

9. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the PARTIES hereto.

The parties hereby certify that they have read or caused to be read to them each and every provision of the foregoing Contract and that they had fully understood the same.

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.

**PHILIPPINE HEALTH INSURANCE CORPORATION**

By:

**ALEXANDER A. PADILLA**  
President and Chief Executive Officer


**MASADA SECURITY AGENCY, INC.**


By:

**LT. COL. JOSE M. SOMBILLO (RET.)**  
President/General Manager


Signed in the presence of:

  
**RAMON F. ARISTOZA, JR.**  
Executive Vice President and  
Chief Operating Officer

  
**EDGAR JULIO S. ASUNCION**  
Senior Vice President/  
Chief Legal Executive

  
**SHIRLEY B. DOMINGO, MD**  
Vice President,  
NCR and Rizal Group

  
**ATTY. HANNAH LORRAINE A. DALISAY**  
Division Chief, Comptrollership Department

  
Witness for **MASADA SECURITY  
AGENCY, INC.**

  
Witness for **MASADA SECURITY  
AGENCY, INC.**

## ACKNOWLEDGEMENT

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

BEFORE ME, this APR 01 2014 day of 2014, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

**ALEXANDER A. PADILLA**  
Philippine Health Insurance Corporation

DFA XX0859209; Manila; 11/30/10


**LT. COL. JOSE M. SOMBILLO (RET.)**  
Masada Security Agency, Inc.

DFA EA0038207; Manila; 3/1/10

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of forty-nine (49) pages including the annexes and this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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

Doc No. 243  
Page No. 60  
Book No. VI  
Series of 2014

  
**NICO B. AZURIN**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2015  
PTR NO. 90197741 QC: 01/03/14  
IBP NO. 915068 QC: 11/26/13  
COMMISSION NO. NP-035

## Bid Form

Date: October 28, 2013Invitation to Bid No.: SSPNCR 2013-013-GS**The Chairperson**Bids and Awards Committee  
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers (1), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform Security Services for PRO-NCR and Rizal Group for Three (3) Years in conformity with the said Bidding Documents for the sum stated hereunder:

PARTICULARS	COST per guard (Inclusive of VAT)	Total Cost (multiplied to number of guards) (Inclusive of VAT)
7 days/week; 12 hours/day (without night differential)	P30,067.30 (33 guards)	P11,906,650.80
7 days/week; 12 hours/day (with night differential)	P31,657.14 (22 guards)	P8,357,484.96
5 days/week; 9 hours/day (without night differential)	P15,076.68 (11 guards)	P1,990,121.76
<b>TOTAL (In Words)</b>	<b>SEVENTY SIX THOUSAND EIGHT HUNDRED ONE PESOS AND TWELVE CENTAVOS ONLY.</b>	<b>TWENTY TWO MILLION TWO HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FIFTY SEVEN PESOS AND FIFTY TWO CENTAVOS ONLY.</b>

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

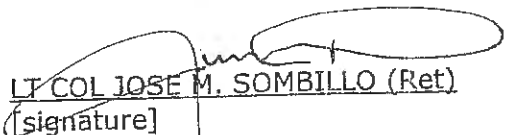
We agree to abide by this Bid for the Bid Validity Period stated in the BDS provision for ITB Clause 0 and it shall binding upon us and may be accepted at any time before the expiration of the period.

Until formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

Dated this 28th day of October, 2013

  
LT COL JOSE M. SOMBILLO (Ret)  
(signature)

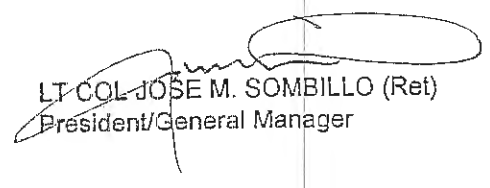
President/General Manager  
[in the capacity]

Duly authorized to sign Bid for and on behalf of MASADA SECURITY AGENCY, INC.

**COST BREAKDOWN PER GUARD PER MONTH  
FOR THE PHILIPPINE HEALTH INSURANCE CORPORATION  
PRO NCR AND RIZAL GROUP**

	<b>7 DAYS</b>		<b>5 DAYS;</b>
	<u>Day Shift-12 hours without NSD</u>	<u>Night Shift-12 hours with NSD</u>	<u>Day Shift-9 hours without NSD</u>
Number of days worked per year	436.00	436.00	436.00
Daily wage	30.00	30.00	30.00
Cola			
<b>A. DIRECT TO GUARD</b>			
Average Monthly Wage	14,297.17	14,297.17	9,483.00
Night Differential	0	1,429.72	0
13th month	1,105.14	1,105.14	790.25
5 days incentive	194.17	194.17	194.17
Uniform allowance	100.00	100.00	100.00
COLA	942.50	942.50	652.50
Overtime	9,022.48	9,022.48	1,396.56
Sub-total	<u>25,661.45</u>	<u>27,091.16</u>	<u>12,616.48</u>
<b>B. AMOUNT TO GOVT.</b>			
SSS - 2012 Table	1,060.00	1,060.00	706.70
Philhealth - 2012 Table	187.50	187.50	125.00
Pag Ibig	100.00	100.00	100.00
State Insurance	30.00	30.00	10.00
Sub-total	<u>1,377.50</u>	<u>1,377.50</u>	<u>941.70</u>
<b>TOTAL AMOUNT TO GUARD &amp; GOVT.</b>	<u>27,038.95</u>	<u>28,468.66</u>	<u>13,558.18</u>
<b>AGENCY FEE</b>	<u>2,703.89</u>	<u>2,846.86</u>	<u>1,355.81</u>
<b>VALUE-ADDED TAX</b>	<u>324.46</u>	<u>341.62</u>	<u>162.69</u>
<b>MONTHLY RATE PER GUARD</b>	<u><u>30,067.30</u></u>	<u><u>31,657.14</u></u>	<u><u>15,076.68</u></u>

CERTIFIED TRUE & CORRECT

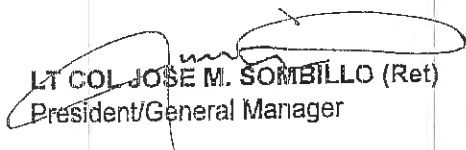
  
 LT COL JOSE M. SOMBILLO (Ret)  
 President/General Manager

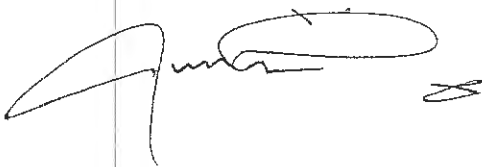
COMPUTATION OF BID PRICE  
FOR PHILHEALTH PRO NCR AND RIZAL GROUP

PARTICULARS	NO. OF GUARDS	COST PER GUARD (Inclusive of VAT)	TOTAL COST
7 DAYS/WEEK; 12 HOURS/DAY (w/o night diff.)	33	30,067.30	11,906,650.80
7 DAYS/WEEK; 12 HOURS/DAY (w/ night diff.)	22	31,657.14	8,357,484.96
5 DAYS/WEEK; 9 HOURS/DAY (w/o night diff.)	<u>11</u>	15,076.68	<u>1,990,121.76</u>
	<u>66</u>		
TOTAL			<u>22,254,257.52</u>

TOTAL (In words): TWENTY TWO MILLION TWO HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FIFTY SEVEN PESOS AND FIFTY TWO CENTAVOS ONLY

CERTIFIED TRUE & CORRECT:

  
LT COL JOSE M. SOMBILLO (Ret)  
President/General Manager



## Section VI. Schedule of Requirements

The schedule of services expressed as weeks/months stipulates hereafter a date which is the date of the maintenance service to the project site.

### Area of Assignments (Posts)

Areas that will be subject for the Security Service shall include but not necessarily limited to the following areas where PhilHealth- PRO NCR and Rizal Group may have official activities and properties:

1. Office of the Regional Vice President, Sunnymede Bldg., Quezon Ave., Quezon City;
2. NCR Central Branch Office and Quezon City LHIO, Estuar Bldg., Quezon City;
3. Cainta LHIO, Cainta Rizal;
4. Fairview LHIO, Quezon City;
5. NCR South Branch Office, Pasig City;
6. Makati LHIO;
7. Pasig LHIO, DAP Pasig City;
8. Las Piñas LHIO;
9. NCR North Branch Office;
10. Manila LHIO;
11. Caloocan LHIO;
12. Mandaluyong LHIO; and
13. POEA Business Center.

### Total Number of Sentinels Requirements:

AREA	TOTAL NO. OF SENTINELS
Regional Office	3
NCR Central Branch	10
LHIO Cainta	4
LHIO Fairview	3
NCR South Branch	4
LHIO Makati	5
LHIO Pasig City	4
LHIO Las Piñas	6

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NCR North Branch	13
LHIO Manila	3
LHIO Caloocan	4
LHIO Mandahuyong	4
POEA	3
<b>Grand Total</b>	<b>66</b>

### Equipment and Ammunitions

The Security Agency shall provide security gears and support equipment in accordance with what is prescribed in each security plan, to wit:

**1. Communication System.**

The Security Agency shall provide a base unit of at least twenty (20) handheld transceivers. The detachment commander and each guard on post shall have at least one transceiver. The Security Agency shall allow the PRO NCR and Rizal Group to use its frequency and provide during the contract period a handheld transceiver for their PRO NCR and Rizal Group counterpart, namely the Head- General Services or his/her designated authorized representative.

**2. Transportation System.**

The Security Agency shall provide at least one (1) efficient dispatch vehicles to be stationed per branch and OVP premises, namely, a two-wheel vehicle and a four-wheel vehicle on call at its office for emergency use.

**3. Firearms and Ammunitions.**

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.

**4. Investigative and Surveillance Equipment.**

The Security Agency shall provide efficient equipment for monitoring purposes of the daily activities of the Corporation such as Surveillance Cameras and Metal Detectors. For the Service Offices; Two (2) CCTVs shall be installed – one (1) located at the entrance of the office and another one (1) at the Cashier's Booth. The DVR shall be installed at the Office of the CSIO. For the Branch Offices with Service Offices, particularly in NCR North Branch Office and NCR Central Branch Office: two (2) Closed Circuit TVs shall also be installed; one (1) located at the entrance of the office and the other CCTV at the Cashier's Booth of the Service Office.

**5. Other Equipment for Security Personnel.**

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

*[Handwritten signatures and initials]*

- a) First Aid Kits;
  - b) Pepper Spray;
  - c) Emergency Lights;
  - d) Security and Safety Signs;
  - e) Megaphone;
  - f) Whistles and Flashlights; and
  - g) Others as required by the situation.
6. **Other Equipment and Office Supplies for Administrative Personnel.**

The Security Agency shall also provide the Administrative Office of the Security Force situated in PRO NCR the following equipment needed for their daily functions:

- a) Office Supplies and Forms;
- b) Computer and printer;
- c) Office Furniture; and
- d) Others as required by the situation.

I hereby certify to comply and deliver all the above requirements.

MASADA SECURITY AGENCY, INC.	Lt COL JOSE M. SOMBILLO (Ret)	Oct.21, 2013
_____ Name of Company/Bidder	_____ Signature over Printed Name of Representative	_____ Date

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*[Handwritten signatures and initials]*

## Section VII. Technical Specifications

SPECIFICATIONS						Statement of Compliance																																																																																															
<p><b>* Statement of Compliance-</b> Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>																																																																																																					
<b>Security Services for PRO-NCR and Rizal Group for Three (3) Years</b>						Statement of Compliance *																																																																																															
<p><b>Scope of Services</b></p> <p>The engagement with a Security Services Agency consists and involves the provision and supervision, supplies and equipment.</p> <p><b>A. Personnel Requirement, Posting and Shifting</b></p> <p><b><u>NATIONAL CAPITAL REGION AND RIZAL GROUP</u></b></p> <p><b><u>OFFICE OF THE REGIONAL VICE PRESIDENT</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>POST</th> <th>SHIFT</th> <th>HOURS</th> <th>DAYS</th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Entrance/Exit/ Assist/ Roving/ 10<sup>th</sup> flr.</td> <td>Day Shift</td> <td>0600H-1800H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>2</td> <td>Entrance/Exit/ Assist/ Roving/ Ground floor and Tenth Floor</td> <td>Night shift</td> <td>1800H-0600H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>3</td> <td>Parking Area, Exit/ Assist/ ground floor</td> <td>Day Shift</td> <td>0800H-1700H</td> <td>9</td> <td>5</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td></td> <td><b>Total SG for the OVP</b></td> <td><b>3 guards</b></td> <td></td> <td></td> <td></td> <td style="text-align: center;">COMPLY</td> </tr> </tbody> </table> <p><b><u>NCR-CENTRAL BRANCH OFFICE AND LHIO - QUEZON CITY</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>POST</th> <th>SHIFT</th> <th>HOURS</th> <th>DAYS</th> <th></th> </tr> </thead> <tbody> <tr> <td>4</td> <td>Supervisor</td> <td>Day shift</td> <td>0600H-1800H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>5</td> <td>Entrance/Lobby</td> <td>Day shift</td> <td>0600H-1800H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>6</td> <td>Second Floor/ Assist</td> <td>Day shift</td> <td>0600H-1800H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>7</td> <td>Third Floor/Fourth Floor</td> <td>Day shift</td> <td>0600H-1800H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>8</td> <td>Penthouse</td> <td>Day shift</td> <td>0600H-1800H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>9</td> <td>PMAC Cashier</td> <td>Day shift</td> <td>0800H-1700H</td> <td>9</td> <td>5</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>10</td> <td>PMAC/Entrance/Exit</td> <td>Day shift</td> <td>0600H-1800H</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> <tr> <td>11</td> <td>Roving/Security in</td> <td>Night</td> <td>1800H-</td> <td>12</td> <td>7</td> <td style="text-align: center;">COMPLY</td> </tr> </tbody> </table>							POST	SHIFT	HOURS	DAYS		1	Entrance/Exit/ Assist/ Roving/ 10 <sup>th</sup> flr.	Day Shift	0600H-1800H	12	7	COMPLY	2	Entrance/Exit/ Assist/ Roving/ Ground floor and Tenth Floor	Night shift	1800H-0600H	12	7	COMPLY	3	Parking Area, Exit/ Assist/ ground floor	Day Shift	0800H-1700H	9	5	COMPLY		<b>Total SG for the OVP</b>	<b>3 guards</b>				COMPLY		POST	SHIFT	HOURS	DAYS		4	Supervisor	Day shift	0600H-1800H	12	7	COMPLY	5	Entrance/Lobby	Day shift	0600H-1800H	12	7	COMPLY	6	Second Floor/ Assist	Day shift	0600H-1800H	12	7	COMPLY	7	Third Floor/Fourth Floor	Day shift	0600H-1800H	12	7	COMPLY	8	Penthouse	Day shift	0600H-1800H	12	7	COMPLY	9	PMAC Cashier	Day shift	0800H-1700H	9	5	COMPLY	10	PMAC/Entrance/Exit	Day shift	0600H-1800H	12	7	COMPLY	11	Roving/Security in	Night	1800H-	12	7	COMPLY
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11	Roving/Security in	Night	1800H-	12	7	COMPLY																																																																																															

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BAC Central Office

ME 013.003

PAUL RO

	Charge	Shift	0600H		
12	Entrance/Lobby	Night Shift	1800H-0600H	12	7
13	Second floor/Penthouse	Night Shift	1800H-0600H	12	7
	Total Number of guards for NCR Central Branch	10 guards			

COMPLY

COMPLY

COMPLY

## LHIO - CAINTA

	POST	SHIFT	HOURS	DAYS
14	Entrance/First Floor	Day shift	0600H-1800H	12 7
15	Second flr. Cashier	Day shift	0800H-0600H	9 5
16	Entrance/Exit, first Floor/Second floor/Roving	Night Shift	1800H- 0600H	12 7
17	Second Floor/Roving/Security in Charge	Day shift	0600H-1800H	12 7
	Total Number of guards in LHIO Cainta	4 guards		

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

## LHIO - FAIRVIEW

	POST	SHIFT	HOURS	DAYS
18	Entrance /First floor assist	Day shift	0600H-1800H	12 7
19	First Floor/roving/Cashier/(Security in Charged)	Day shift	0800H-1700H	9 5
20	Entrance/First Floor/Roving/Security in Charge	Night Shift	1800H-0600H	12 7
	Total Number of guards in S.O. Fairview	3 guards		

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## NCR - SOUTH BRANCH OFFICE

	POST	SHIFT	HOURS	DAYS
21	Security Supervisor/ Assist	Day shift	0600H-1800H	12 7
22	12 <sup>th</sup> floor/Roving Guard/ Assist	Day shift	0600H-1800H	12 7
23	12 <sup>th</sup> floor/Roving guard/assist	Day shift	0600H-1800H	12 7
24	12 <sup>th</sup> floor/roving guard/assist	Night Shift	1800H-0600H	12 7

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	Total Number of Guards for South Branch	4 guards				COMPLY
LHIO -- PASIG CITY (DAP)						
	POST	SHIFT		HOURS	DAYS	
25	Cashier	Day shift	0800H-1700H	9	5	COMPLY
26	Back Entrance/exit/ Assist	Day shift	0800H-1700H	9	5	COMPLY
27	Main Entrance/exit/assist	Day shift	0600H-1800H	12	7	COMPLY
28	All entrance/exits/roving	Night Shift	1800H-0600H	12	7	COMPLY
	Total guards for LHIO Pasig City	4 guards				COMPLY
LHIO -- MAKATI CITY						
	POST	SHIFT		HOURS	DAYS	
29	Ground Floor, SO Entrance	Day shift	0600H-1800H	12	7	COMPLY
30	Ground Floor(Gil Puyat/(Security in Charged)	Day shift	0600H-1800H	12	7	COMPLY
31	Cashier SO/Door Entrance	Day shift	0800H-1700H	9	5	COMPLY
32	Ground Floor/Jupiter	Night Shift	1800H-0600H	12	7	COMPLY
33	Ground Floor/Gil Puyat	Night Shift	1800H-0600H	12	7	COMPLY
	Total Number of Guards for LHIO Makati	5 guards				COMPLY
LHIO - LAS PIÑAS CITY						
	POST	SHIFT		HOURS	DAYS	
34	Roving/ Assist/(Security in Charged)	Day shift	0600H-1800H	12	7	COMPLY
35	Second Floor	Day shift	0600H-1800H	12	7	COMPLY
36	Cashier SO	Day shift	0800H-1700H	9	5	COMPLY
37	Third Floor	Day shift	0600H-1800H	12	7	COMPLY
38	Second floor / Roving/(Security in Charged)	Night Shift	1800H-0600H	12	7	COMPLY
39	Third Floor	Night Shift	1800H-0600H	12	7	COMPLY
	Total Number of guards for LHIO Las	6 guards				COMPLY

Piñas City						COMPLY
NCR NORTH BRANCH OFFICE						
	POST		SHIFT	HOURS	DAYS	
40	Supervisor	Day shift	0600H-1800H	12	7	COMPLY
41	Entrance/Exit/ Assist	Day shift	0600H-1800H	12	7	COMPLY
42	Second Floor-Parking	Day shift	0600H-1800H	12	7	COMPLY
43	Fifth Floor	Day shift	0600H-1800H	12	7	COMPLY
44	Sixth Floor	Day shift	0600H-1800H	12	7	COMPLY
45	Seventh Floor	Day shift	0600H-1800H	12	7	COMPLY
46	Penthouse	Day shift	0600H-1800H	12	7	COMPLY
47	Entrance/Exit/ Assist	Night Shift	1800H-0600H	12	7	COMPLY
48	Second Floor/Parking	Night Shift	1800H-0600H	12	7	COMPLY
49	Fifth Floor	Night Shift	1800H-0600H	12	7	COMPLY
50	Sixth Floor	Night Shift	1800H-0600H	12	7	COMPLY
51	Seventh Floor	Night Shift	1800H-0600H	12	7	COMPLY
52	Penthouse/Roving/ Security in Charged	Night Shift	1800H-0600H	12	7	COMPLY
	Total Number of Guards for NCR North Branch	13 guards				
LHIO - MANILA						
	POST		SHIFT	HOURS	DAYS	
53	Fourth Floor/Entrance/Exit	Day shift	0600H-1800H	12	7	COMPLY
54	Cashier/SO/Assist/ Roving/Security in Charge	Day shift	0800H-1700H	9	5	COMPLY
55	4 <sup>th</sup> floor/Roving/ Security in Charged	Night shift	1800H-0600H	12	7	COMPLY
	Total Number of Guards at LHIO Manila	3 guards				COMPLY
LHIO - CALOOCAN CITY						
	POST		SHIFT	HOURS	DAYS	
56	Ground Floor Entrance/Exit	Day shift	0600H-1800H	12	7	COMPLY
57	Cashier SO	Day shift	0800H-1700H	9	5	COMPLY
58	Second Floor	Day shift	0600H-1800H	12	7	COMPLY
59	Ground Floor/Second	Night	1800H-0600H	12	7	COMPLY

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	floor/Roving	shift				
	Total Number of guards at LHIO Caloocan	3 guards				COMPLY

**LHIO - MANDALUYONG CITY**

	POST	SHIFT	HOURS	DAYS		
60	Ground Floor Entrance/Second Flr./Exit	Day shift	0600H-1800H	12	7	COMPLY
61	Assist/Roving/Parking Exit (Security in Charge)	Day shift	0800H-1700H	12	7	COMPLY
62	Cashier S.O.	Day shift	0800H-1700H	9	5	COMPLY
63	Ground Floor/Second Floor/Roving	Night shift	1800H-0600H	12	7	COMPLY
	Total Number of guards at LHIO Mandaluyong City	4 guards				COMPLY

**POEA BUSINESS CENTER**

	POST	SHIFT	HOURS	DAYS		
64	Ground Floor Entrance/Exit	Day shift	0600H-1800H	12	7	COMPLY
65	Assist/Roving/Security In Charge	Day shift	0600H-1800H	12	7	COMPLY
66	Ground Floor Entrance/Exit	Night shift	1800H-0600H	12	7	COMPLY
	Total Number of Guards at POEA	3 guards				COMPLY

**B. Duties and Obligations of the Security Agency and Sentinels**

1. The Security Agency shall provide the Philippine Health Insurance Corporation (PhilHealth) – NCR and Rizal Group with twenty-four (24) hours, two (2) shifts/three (3) shifts basis except on identified areas daily from Monday to Sunday including legal and special holidays with Security Guards based on the matrix presented under III.A.I to III. A.3 following the herein schedules:

**Nine-Hour Duty:**  
1<sup>st</sup> Shift : 08:00am to 5:00pm

**Twelve-Hour Duty:**  
1<sup>st</sup> Shift : 6:00am to 06:00pm  
2<sup>nd</sup> Shift : 6:00pm to 06:00am

2. The Security Agency shall, at all times during the tour of duty, assign to PhilHealth uniformed and adequately trained Security Personnel with duly licensed firearms and ammunitions with

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adequate licenses and permits from appropriate government agencies and fully equipped with supplies necessary for the successful implementation of their duties.

3. The Security Agency shall provide all Security Guards and Security Officers with clean and presentable uniforms, nametags/ID, raincoats, batons and other necessary tools such as but not limited to metal detectors, weapons and ammunitions needed.
4. The Security Agency shall maintain a pool of Security Guards and promptly provide relievers/replacements in case of absences of any of the assigned security officer or guard in order to ensure continuous and uninterrupted security service. The Chief of Management Services Division/Administrative Section- PRO NCR and Rizal shall promptly be informed of the contingency arrangements by the Security Agency in cases of absences and/or necessary replacements of their security personnel assigned to PhilHealth. A security guard shall in no case, act as a reliever after his tour of duty.
5. The Security Agency shall at all times during the tour of duty, provide a full-time Detachment Commander and an Assistant Detachment Commander to render services equivalent to a day shift or 12hrs. of work, a Shift-in-Charge to render services equivalent to a night shift or 12 hrs. of work, and a roving guard for every shift or 12hrs of work.
6. The Security Agency shall be under the direct control and supervision of the PRO NCR and Rizal Group, Head - Management Services Division/Administrative Section insofar as the security requirements and concerns of the latter.
7. The Security Agency shall accordingly coordinate with Head - Management Service Division/Administrative Section to conduct a survey of the areas subject of the security- services requirements. The Agency shall submit a security plan based on their survey as part of their documentary submissions.  
The Security Agency shall strategically position their guards in accordance with the Security Plan save in those instances when there is a duly authorized special security arrangement with the Branch Manager/LHIO Head or Administrative Officer as cleared and duly coordinated with the Head- Management Services Division/Administrative Section.
8. The Security Agency shall ensure that the security guards are properly screened and declared physically and mentally fit before they are allowed to report to their assigned posts. Security guards shall in no instance be in the influence of liquor/alcohol or any prohibited drugs while on duty. Upon the instance when PhilHealth through Head-Management Services Division/Administrative Section finds any Security Guard to be under the influence of liquor or any prohibited drugs, the Security Agency shall immediately replace the said Security Guard.

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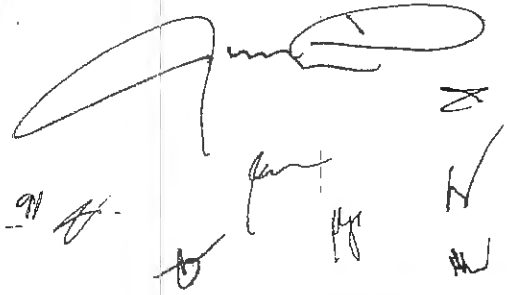
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9. The Security Agency shall immediately replace any Security Guard or officer/personnel who may be found to be undesirable and/or incompetent by the PhilHealth through Head - Management Services Division/Administrative Section upon receipt and verification of any complaint report or request.
10. The security officers and guards shall at all times during their hour of duty, render satisfactory services. A joint Certification to attest to the conduct of satisfactory service rendered shall accordingly be issued by the Branch Manager/LHIO Head and by the Head-Management Services Division/Administrative Section.
11. 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 on duty shall demand a gate pass duly signed by the Administrative Officer of the Branch Office or Head of the General Services Unit (GSU) of PRO NCR.
12. The security guard on duty shall be responsible for the proper screening of visitors and guest observing the proper decorum in a very courteous and polite manner. The security guard shall require visitors and guests to register in the visitor's logbook, issue a visitor's pass if applicable, and check for any firearms or deadly weapons that they shall deposit for safekeeping and issued with the appropriate acknowledgement receipt.
13. The security guard on duty shall be duly authorized to inspect bags and packages and search individuals, including employees when necessary.
14. Security guards assigned to restricted office areas where highly-accountable assets and security documents are kept shall perform their duties under the joint supervision of their security commander and the officials to be designated by the offices concerned.
15. The Roving Security Guard shall ensure that all security guards are faithfully and religiously performing their duties in accordance with the Security Plan. He 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 immediately reported to the Admin. Officer/Branch Manager/LHIO Head/Head-Management Services Division/Administrative Section and the Security Agency should be duly notified accordingly.

### C. Qualification of Security Guards and Security Officers

All Security Guards and Security Officers to be assigned by the Security Agency to the PhilHealth must possess the following minimum qualifications:

### Security Guards:

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| 1. Has finished at least second year College;  | COMPLY |
| 2. With height of not less than 1.65 meters;   | COMPLY |
| 3. With weight of not less than 55 kilograms;  | COMPLY |
| 4. Not less than 21 years nor more than 35 years old at the time of assignment to the Corporation under this contract;   | COMPLY |
| 5. 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;  | COMPLY |
| 6. 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;   | COMPLY |
| 7. Must be a holder of a Certificate of Training for Security Guards and other requirements of R.A. 5487 as amended;   | COMPLY |
| 8. Must possess honorable discharge documents, if with military background;  | COMPLY |
| 9. Of good moral character, as certified by the Barangay and the police district concerned and the NBI; and  | COMPLY |
| 10. Must have undergone drug test and found to be free from tetrahydrocannabinol, methamphetamine hydrochloride and other prohibited substances, certification to be given to Philippine Health Insurance Corporation, PRO NCR and Rizal Group every 6 months. | COMPLY |

**Security Officers (Detachment Commander, Assistant Detachment Commander and Shift-in-Charge)**

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|--|--------|
| 1. Has finished at least a bachelor's degree, preferably in Criminology or other related disciplines;  | COMPLY |
| 2. Must have a good working knowledge of law, evidence, forgery detection and Investigation;   | COMPLY |
| 3. With height of not less than 1.65 meters;   | COMPLY |
| 4. With weight of not less than 55 kilograms;  | COMPLY |
| 5. Not less than 21 years nor more than 45 years old at the time of assignment to the Corporation under this contract;   | COMPLY |
| 6. 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;                            | COMPLY |
| 7. 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; | COMPLY |
| 8. Must have successfully finished the Criminal Investigation Course offered by the PNP, NBI, and Police Department Training School authorized or organized by any agency of government;               | COMPLY |
| 9. Must be a holder of a Certificate of Training for Security Guards and other requirements of R.A. 5487 as amended;   | COMPLY |
| 10. Must possess honorable discharge documents, if with military background;   | COMPLY |
| 11. Of good moral character, as certified by the Barangay and the police   | COMPLY |

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district concerned and the NBI; and

12. Must have undergone drug test and found to be free from tetrahydrocannabinol, methamphetamine hydrochloride and other prohibited substances, certification to be given to Philippine Health Insurance Corporation, PRO NCR and Rizal Group every 6 months.

COMPLY

**Other Terms and Conditions that will be Included in the Contract of the Winning Bidder**

1. The number of Security Guards may be subsequently increased or decreased during the contract period as may be necessary and as may be determined by the PhilHealth depending upon the circumstances, provided that total amount in the increase will not exceed ten percent (10%) of the total contract price.
2. The PRO NCR and Rizal Group shall have the right according to its discretion, to deduct the cost of maintaining the post for the day/shift in instances where it is found that the assigned Guard is under the influence of liquor or prohibited drugs regardless of whether a replacement/reliever has already been duly provided.
3. The Chief of the Office where the guard is assigned and the Head-Management Services Division/Administrative Section jointly or by themselves or authorized representatives, shall have the right to randomly 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 if warranted, the pre-termination of the Contract with the Security Agency with the PRO NCR and Rizal Group without prejudice to any 'blacklisting' proceedings that may be initiated by PhilHealth against the Security Agency.
4. The Security Agency or head of the agency shall regularly visit the client or its representative for a meeting at least twice a month concerning security operations and other concerns of the detachment.
5. The Security Agency 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 maintenance of firearms; laws on arrest, seizure, searches, evidence, strike; crimes against persons and property; and other related topics, proof/s of such seminar training shall be provided to the Head Management Services for reference.
6. All Security Officers, Guards and relievers shall be screened by the Head-Management Services Division/Administrative Services before their acceptance. Certified True Copy of the following should be

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submitted for evaluation and records of the Head-Management Services Division/Administrative Services:	COMPLY
a) Transcript of Records showing compliance to education requirements;	COMPLY
b) Medical Certificate attested within two weeks prior to assignment to the PRO-NCR and Rizal Group showing the physical and mental fitness, height and weight of the candidate;	COMPLY
c) Birth Certificate of the candidate showing exact date of birth on record;	COMPLY
d) NBI Clearance; COMPLY	
e) Current/unexpired Security Guard/Officer license issued by the Philippine National Police; COMPLY	
f) Certificates of Training; COMPLY	
g) Recent 2x2 picture; COMPLY	
h) SSS and PhilHealth Membership Card; COMPLY	
i) Drug test certification; and COMPLY	
j) Police and barangay clearances showing that the candidate is a citizen of good moral character in the community.	COMPLY
PhilHealth may at its option ask for the original copy of the foregoing documents for further validation.	
7. A Roving Guard shall be assigned during office hours to attend to any property movement so that the security guard on duty can attend to his assigned duties and responsibilities of ensuring safety, security and orderliness of the premises.	COMPLY
8. The Security Guard on duty shall check the ingress/egress of the units as listed in the approved request for movement/transfer of properties and shall immediately report to the Property and Supply Unit of PRO NCR and Rizal any discrepancy noted.	COMPLY
9. The Security Agency shall be directly liable for the loss, due to negligence or unauthorized abandonment of their post of the assigned security guards of any properties of the PRO NCR and Rizal Group.	COMPLY
10. The Security Agency must have deployed at least sixty percent (60%) of the total contracted sentinels with its previous contract with other government agency.	COMPLY
11. The Security Agency must be of good standing and should not have pending cases with other agencies. Any pending case by the Security agency before any other agencies that in the discretion of PhilHealth may be detrimental and/or disadvantageous to the Corporation may be a ground for outright denial and/or disqualification by the Security Agency from further participating in the procurement activity to be conducted by PhilHealth.	COMPLY
12. Any case regardless of the nature thereof filed by the Security Agency against the PhilHealth, its Officers and/or any of its Personnel, that in the discretion of PhilHealth may be detrimental and/or disadvantageous to the Corporation shall be a ground for outright	COMPLY

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denial and/or disqualification by the Security Agency from further participating in the procurement activity to be conducted by PhilHealth.	COMPLY
13. Any Security Agency with a pending case or those that have filed a case against PhilHealth is not allowed to participate in the bidding.	COMPLY
14. It is mutually agreed between the Parties that the Retirement Benefits due to Guard shall exclusively be borne by the Security Agency accordingly.	COMPLY
15. No bidder could be awarded both contracts for Security and Janitorial Services.	COMPLY
<b>D. PAYMENT OF SECURITY SERVICES RENDERED</b>	
1. Payments for service rendered in accordance with the contract shall be made by the Corporation with the Security Agency on a twice a month or monthly basis as may be subsequently agreed upon in the Contract by the Parties. It is understood that any and all payments to be released by PhilHealth to the Security Agency shall be subject to the applicable withholding of any lawful charges and subject further to the presentation by the Security Agency 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. <i>The Corporation reserves the right to inspect the payroll of the Security Agency 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 Security Agency.</i>	COMPLY
2. The Summary Report of attendance of security guards shall be approved by the Head- Management Services Division/Administrative Services before payments are made to the guards who shall then acknowledge that they have received the amount per contract. Claims for payment by the Security Agency must be supported by a copy of this Report, the Certification from the Head- Management Services Division/Administrative Services that the services have actually been duly rendered and a Certification to the effect that all wages for the preceding month have been fully paid, including a Certification that all remittances due to SSS, Pag-Ibig and PhilHealth have been duly paid. The Security Agency shall also be required to submit RF-I (PhilHealth), R-3 (SSS) and HDMF remittance list for Pag-Ibig. The Security Agency shall also be required to duly submit a Certification that it has already paid its security guards for the period being claimed /paid.	COMPLY
3. All taxes payable to the Government shall be borne by the Security Agency.	COMPLY
4. In case of increase of wages rate due to enactment of new laws, the Security Agency may seek adjustment in writing, subject to the approval of the authorities concerned.	COMPLY
5. The Security Agency's performance security shall be liable for damages of losses that may arise directly or indirectly attributable to the negligence	COMPLY

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or misbehavior or direct participation of the security guard assigned by the Security Agency. In case the bond is not sufficient to cover such losses or damages, the Security Agency will have to pay the balance directly to the PRO NCR and Rizal Group.	COMPLY
6. The Security Agency shall assume full responsibility for any claim(s) for any unpaid and or underpaid compensation and/or benefits on injuries from accidents in connection with the performance of the duties of security officers and guards. The Security Agency shall accordingly hold free the PRO NCR and Rizal Group from any liability and/or potential legal suit in connection therewith.	COMPLY

I hereby certify to comply with all the above Technical Specifications

MASADA SECURITY AGENCY, INC. LIT COL JOSE M. SOMBILLO (ret) Oct. 21. 2013

Name of Company/Bidder	Signature over Printed Name of Representative	Date
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## Section IV. General Conditions of Contract

### 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.



- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

### 3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### 4. Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### 5. Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

### 6. Scope of Contract

- 6.1 The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

### 7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.
8. **Procuring Entity's Responsibilities**
- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.
9. **Prices**
- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.
10. **Payment**
- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
11. **Advance Payment and Terms of Payment**
- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such

reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. **Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. **Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. **Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of

duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, 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 Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## 21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not

limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## 23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## 24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## 25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## 27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and



- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. **Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. **Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. **Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

## Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Health Insurance Corporation</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: Corporate Operating Budget for CY 2013 based on a Multi-Year Obligational Authority as approved by the Secretary of Health, Chairman of the Board, then OIC President and CEO being the Approved Budget for the Contract (ABC) in the amount of <i>Twenty Three Million Six Hundred Twenty Two Thousand Five Hundred Seventy Seven Pesos (PhP23,622,577.00) for the first year only</i>
1.1(k)	The Project Site is <i>at PhilHealth PRO-NCR and Rizal Group</i>
5.1	The Procuring Entity's address for Notices is: <i>MELINDA C. MERCADO, Senior Vice-President, Chief Management Executive and BAC-GS Chairperson, Room 1002, 10<sup>th</sup> Floor CityState Centre, 709 Shaw Boulevard, Pasig City</i>
6.2	NO FURTHER INSTRUCTIONS
10.2	Please refer to Section VII – Technical Specifications
10.4	NO FURTHER INSTRUCTIONS
13.4(c)	NO FURTHER INSTRUCTIONS
16.1	NONE FURTHER INSTRUCTIONS
17.3	NOT APPLICABLE
17.4	NOT APPLICABLE
21.1	NO ADDITIONAL PROVISION.






**BID BULLETIN NO. 01**  
**(ITB NO. SSPNCR 2013-013-GS)**  
**BIDDING FOR THE PROCUREMENT OF SECURITY SERVICES**  
**FOR PRO-NCR AND RIZAL GROUP FOR THREE YEARS**

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conference held on 17 October 2013 is hereby issued. The following provision or item in the *Bidding for the Procurement of Security Services for PRO-NCR and Rizal Group for Three Years (ITB No. SSPNCR 2013-013-GS)* is hereby clarified, viz:

PROVISION			AMENDMENT / CLARIFICATION			
1	Bid Form		Bid Form			
	PARTICULARS	COST per item (Inclusive of VAT)	Total Cost (Inclusive of VAT)	PARTICULARS	COST per guard (Inclusive of VAT)	Total Cost (multiplied to number of guards) (Inclusive of VAT)
	TOTAL (In words)			TOTAL (In words)		
2	Section III Bid Data Sheet ITB Clause 20.3		Section III Bid Data Sheet ITB Clause 20.3			
	Each bidder shall submit and drop <b>one (1) mother envelope</b> which contains the <b>three (3) envelopes</b> in the bid box. The <b>first envelope</b> shall be labeled as <b>"ORIGINAL BID"</b> , containing the <b>"ORIGINAL TECHNICAL COMPONENT"</b> AND <b>"ORIGINAL FINANCIAL COMPONENT"</b> . The <b>second envelope</b> shall be labeled as <b>"COPY NO. 1"</b> , containing <b>"COPY NO. 1 – TECHNICAL COMPONENT"</b> AND <b>"COPY NO. 1- FINANCIAL COMPONENT"</b> . The <b>third envelope</b> shall be labeled as <b>"COPY NO. 2"</b> , containing the <b>"COPY NO. 2 – TECHNICAL COMPONENT"</b> AND <b>"COPY NO. 2 – FINANCIAL COMPONENT"</b> .		Each bidder shall submit and drop <b>one (1) mother envelope</b> which contains the <b>three (3) envelopes</b> in the bid box. The <b>first envelope</b> shall be labeled as <b>"ORIGINAL BID"</b> , containing the <b>"ORIGINAL TECHNICAL COMPONENT"</b> AND <b>"ORIGINAL FINANCIAL COMPONENT"</b> . The <b>second envelope</b> shall be labeled as <b>"COPY NO. 1"</b> , containing <b>"COPY NO. 1 – TECHNICAL COMPONENT"</b> AND <b>"COPY NO. 1- FINANCIAL COMPONENT"</b> . The <b>third envelope</b> shall be labeled as <b>"COPY NO. 2"</b> , containing the <b>"COPY NO. 2 – TECHNICAL COMPONENT"</b> AND <b>"COPY NO. 2 – FINANCIAL COMPONENT"</b> .  All copies of the Technical and Financial components of the Bid (Original, Copy No. 1 and Copy No. 2) shall be signed, and each and every page thereof, shall be initialed by the duly authorized representative/s of the Bidder with page number clearly indicated. Each type of the document should be properly tabbed/labeled.			

		Non-compliance may be a ground for disqualification at the discretion of the BAC.
3	Page 39 of 61 Equipment and Ammunitions 2. Transportation System The Security Agency shall provide at least one (1) efficient dispatch vehicles to be stationed per branch and OVP premises, namely, a two-wheel vehicle and a four-wheel vehicle on call at its office for emergency use.	At least one (1) four-wheel vehicle shall be stationed at the OVP premises while at least one (1) two-wheel vehicle shall be stationed per branch.
4	For the preparation of the Security Plan, the date of inspection of PRO-NCR and Rizal Offices shall be on the date and time indicated in the schedule of ocular inspection attached herewith as Annex "B".	
5	For the matrix indicating detailed computation for amounts due to security guards, please see attached Annex "A" of this Bid Bulletin.	
6	No bidder with the same SEC registration and TIN could be awarded both contracts for Security and Janitorial Services.	
7	Administrative fee will not lower than ten percent (10%) nor higher than twenty four percent (24%) following Department of Labor and Employment (DOLE) and PADPAO guidelines.	
8	Current NCR wage rate shall be applied.	
9	There will be no rounding-off of digits in the Bid Price. The BAC-GS will only consider up to two decimal places (.112 and .113 are a tie).	
10	Should there be a tie in the Bid Proposal, method to break tie will be "draw lots" after post-qualification.	
11	In the statement of all On-going and Completed Government & Private Contracts including Contracts Awarded but not yet started, bidders need not attach copies of the Contracts of the listed project. However, during the post-qualification, the Technical Working Group (TWG) may ask for the original copies of the Contracts stated in the matrix. For the selected Single Contract, the bidder must attach a copy of the contract OR purchase order AND end-user's acceptance OR official receipt.	

**THIS BID BULLETIN NO. 01 (ITB NO. SSPNCR 2013-013-GS) SHALL FORM PART OF THE ELIGIBILITY AND TECHNICAL BID PROPOSAL TO BE SUBMITTED ON 29 OCTOBER 2013. THUS, THIS SHOULD BE SUBMITTED AS PART OF THE BID PROPOSAL ON THE SAID DATE.**

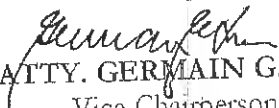
The deadline for submission of bid proposals will be on 29 October 2013, 1:30 p.m. Likewise, Opening of Bids will commence on the said date and time.


Those bidders who obtained the bidding documents for this project and would not submit their respective bid proposals on 29 October 2013 must submit a letter of non-participation stating their reasons at the Office of the Secretariat for the Bids and Awards Committees. The letter of non-participation must be submitted to SBAC on or before 5:00 p.m. of 29 October 2013.

Issued this 21<sup>st</sup> day of October, 2013.

*[Handwritten Signature]*

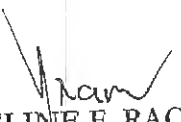
SVP MELINDA C. MERCADO  
Chairperson

  
ATTY. GERMAIN G. LIM  
Vice-Chairperson

  
VP GREGORIO C. RULLODA  
Member

OIC-VP ISRAEL FRANCIS A. PARGAS, MD  
Member

  
SM NARISA PORTIA J. SUGAY, MD  
Member

  
SM EVANGELINE F. RACELIS, PhD  
Member

BID BULLETIN NO. 01 (ITB NO. SSPNCR 2013-013-GS)  
BIDDING FOR THE PROCUREMENT OF SECURITY SERVICES FOR  
PRO-NCR AND RIZAL GROUP FOR THREE YEARS

PHILHEALTH SECURITY SERVICES COST BREAKDOWN

Particulars	Day Shift - 12 hours		Night Shift - 12 hours		Day Shift - 9 hours		Remarks
	without NSD	with NSD	without NSD	with NSD	without NSD	with NSD	
Number of worked per year*	393.5	436	393.5	436	261	436	Wage Order No. NCR-18, page 8-a & d (three national special days are considered paid)
Daily Wage	436	30	436	30	436	30	Wage Order No. NCR-18, section 1
Cola							Wage Order No. NCR-18, section 1
A. DIRECT TO GUARD							
Average Monthly Wage	14,297.17		14,297.17		9,483.00		P436 x 393.50 (261)days / 12mos
Night Differential			1,428.72				14297.17 x 10% (10:00 PM to 6:00 AM) 8 hours
13th month	1,105.14		1,105.14		790.25		P436 x 365 (261) days / 12mos/12 months
5 days incentive	194.17		194.17		194.17		436 + 30 x 5 days / 12 months
Uniform Allowance	100.00		100.00		100.00		RA 5487
COLA	393.50		393.50		652.50		P30 x number of worked days including holidays (see computation below)
Overtime*	9,022.48		9,022.48		1,395.56		see computation below
Sub-total	25,661.45		27,091.16		12,516.48		
B. AMOUNT TO GOVT.							
SSS - 2012 Table	1,060.00		1,060.00		706.70		AMW + COLA =15,239.57 (14,750-over); 10,135.50 (9,750-10,249.99)
PhilHealth - 2012 Table	187.50		187.50		125.00		AMW + COLA =15,239.57 (15,000-15,999); 10,135.50 (10,000-10,999)
Pag ibig	100.00		100.00		100.00		
State Insurance	30.00		30.00		10.00		
Sub-total	1,377.50		1,377.50		941.70		
Total Amount to Guard	27,038.95		28,468.66		13,558.18		
Total Number of Guards							
Total Cost per month	892,285.26	33	628,310.61	22	149,139.97	11	
Total Cost per Year	10,707,423.10		7,515,727.27		1,789,679.65		
Total Cost for 66 guards in a year					20,012,830.02		MYOA = 23,622,577.00 First year only

April 2011

Ordinary Working Days	298	298	246	24 = 12 regular holidays x 200%.
Regular Holidays	24	24	12	52 rest days x 130%
Rest Days	67.6	67.6	3	3 special days x 130%
Special Days	3.9	3.9	261	
	393.5	393.5		

Number of Working Days for COLA			
Ordinary Working Days	298	298	246
Regular Holidays	24	24	12
Rest Days	52	52	double pay
Special Days	3	3	3
	377	377	261

Overtime Pay Computation			
Per Hour Rate	54.5	54.5	54.5
No. of Hours (in excess of 8-hours)	4	4	1
			12 hour-shift and 9-hour shift
Overtime Rate	125%	125%	125%
Ordinary Working Days	260%	260%	Overtime Rate during ordinary days (125%)
Regular Holidays	169%	169%	Overtime Rate plus Holiday Rate (130% x 200%)
Rest Days	169%		Overtime Rate and Rest Day Rate (130% x 130%)
Special Days	169%	169%	Overtime Rate and Special Holiday Rate (130% x 130%)

Actual No. of Days with OT Pay in a year			
Ordinary Working Days	298	298	246
Regular Holidays	12	12	
Rest Days	52	52	
Special Days	3	3	
	365	365	246
Amount:			
Ordinary Working Days	81,205.00	81,205.00	16,736.75
Regular Holidays	6,801.60	6,801.60	-
Rest Days	19,167.84	19,167.84	-
Special Days	1,105.26	1,105.26	-
	108,269.70	108,269.70	16,736.75
Total OT Pay in a Year	9,022.48	9,022.48	1,396.56
Average Monthly OT Pay			

P 54.50 per hour x 4 (1) hours x 125% OT Rate x 298 (246) working days  
P 54.50 per hour x 4 hours x 260% OT Rate x 12 regular holidays  
P 54.50 per hour x 4 hours x 169% OT Rate x 52 rest days  
P 54.50 per hour x 4 hours x 169% OT Rate x 3 special days

Handwritten signature and initials.

# SCHEDULE OF OCULAR INSPECTION FOR SECURITY OF PHILHEALTH NCR

Day 1  
October 23, 2013

Time	Office	Address
8:00 AM	OVP-NCR	1614 Sunnymede IT Center, Quezon Ave., Quezon City
9:00 AM	LHIO Quezon City/Central Branch	Estuar Bldg., 880 Quezon Ave., Quezon City
11:00 AM	LHIO Caloocan/North Branch	Remcor Bldg., Rizal Ave., Ext. Between 10th & 11th Ave., Caloocan City
2:00 PM	LHIO Rizal	The Brick Rd., Sta. Lucia East Grand Mall, Marcos Hi-way cor. Felix, Cainta Rizal
3:30 PM	LHIO Pasig	DAP Bldg., San Miguel Ave., Ortigas Center, Pasig City

Day 2  
October 24, 2013

9:00 AM	LHIO Las Piñas	471 Editha Bldg., Alabang Zapote Rd., Almansa I, Las Piñas City
10:30 AM	LHIO Makati	#337 ITC Bldg., Gil Puyat Ave., Makati City
11:30 AM	LHIO Mandaluyong	#94 Boni Ave., P. Cruz St., Brgy. San Jose, Mandaluyong City
2:00 PM	POEA	Blas Ople Bldg., Ortigas Ave., cor. EDSA, Mandaluyong City
3:30 PM	LHIO Manila	1810 JARS Bldg., J.P. Laurel St., San Miguel, Sampaloc, Manila





**BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS)**  
**RESOLUTION NO. 006, S. 2014**

**RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE  
PROCUREMENT OF SECURITY SERVICES FOR PRO-NCR AND RIZAL GROUP  
FOR THREE (3) YEARS UNDER ITB NO. SSPNCR 2013-013-GS BE AWARDED IN  
FAVOR OF MASADA SECURITY AGENCY, INC. AS THE BIDDER WITH THE  
LOWEST CALCULATED RESPONSIVE BID (LCRB)**

**WHEREAS**, the Bids and Awards Committee for Goods and Services (BAC-GS) advertised at the Philippine Star, the PhilG-EPS, the PhilHealth Website and the office premises an Invitation to Bid (ITB) for the Procurement of Security Services for PRO-NCR and Rizal Group for Three (3) Years (ITB No. SSPNCR 2013-013-GS) during the period October 10 to October 16, 2013;

**WHEREAS**, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of Twenty Three Million Six Hundred Twenty Two Thousand Five Hundred Seventy Seven Pesos (PhP23,622,577.00) for the first year only;

**WHEREAS**, in response to the said invitation, seven (7) prospective bidders purchased the bidding documents, namely: 1) Catalina Security Agency, 2) Odin Security Agency, Inc., 3) Masada Security Agency, Inc., 4) Achievers Security Agency, Inc., 5) Lockheed Security & Investigation Agency, Inc., 6) Optimum Security Services, Inc. and 7) Amcor Security & Investigation Agency, Inc.;

**WHEREAS**, during the Opening of Bids on October 29, 2013 at 1:30 p.m., all seven (7) bidders submitted their bids;

**WHEREAS**, during the said Opening of Bids, the BAC-GS utilized a checklist in accordance with the provisions of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

**WHEREAS**, during the evaluation of the bids, the BAC-GS arrived at the following results:

Proponents	Evaluation Results
1. Catalina Security Agency	<b>Lowest Calculated Bid (LCB)</b> PhP 22,254,257.52
2. Odin Security Agency, Inc.	3 <sup>rd</sup> Lowest Calculated Bid (LCB) PhP 22,254,270.72
3. Masada Security Agency, Inc.	<b>Lowest Calculated Bid (LCB)</b> PhP 22,254,257.52
4. Achievers Security Agency, Inc.	5 <sup>th</sup> Lowest Calculated Bid (LCB) PhP 22,254,279.96
5. Lockheed Security & Investigation Agency, Inc.	6 <sup>th</sup> Lowest Calculated Bid (LCB) PhP 23,150,841.76
6. Optimum Security Services, Inc.	4 <sup>th</sup> Lowest Calculated Bid (LCB) PhP 22,254,277.46
7. Amcor Security & Investigation Agency, Inc.	2 <sup>nd</sup> Lowest Calculated Bid (LCB) PhP 22,254,265.44

**WHEREAS**, based on the above results, Catalina Security Agency and Masada Security Agency, Inc. were declared as the bidders with the Lowest Calculated Bid (LCB) to be subjected to post-qualification by the BAC-GS Technical Working Group (TWG) A;

WHEREAS, Amcor Security & Investigation Agency, Inc., sent a Motion for Reconsideration (MR) on November 7, 2013, way beyond the allowable period of three (3) days, requesting for a reconsideration of its bid offer being the 2<sup>nd</sup> LCB and alleged that the bidders with the same Lowest Calculated Bid, Catalina Security Agency and Masada Security, submitted bid offers lower than the required minimum bid;

WHEREAS, on November 8, 2013, the BAC-GS still thoroughly discussed and deliberated on the subject MR even if it was submitted late, and per BAC-GS Resolution No. 122, s. 2013 (Annex "A") ruled, to wit:

1. On the requirement of pagination including affixing of signature on every page, the BAC-GS stressed its position as clearly contained in the Bid Bulletin No. 01 that non-compliance **MAY** be a ground for disqualification **at its discretion**. Per verification of the records, the BAC-GS noted that the eligibility documents submitted by Catalina Security Agency and Masada Security were signed by their duly authorized representative.
2. On the alleged error in the computation by the lowest bidders, Bid Bulletin No. 01 clearly provides that, **"There will be no rounding-off of digits in the Bid Price. The BAC-GS will only consider up to two decimal places (.112. and .113 are a tie).** The Technical Working Group (TWG) is now undertaking post-qualification on the lowest bidders to determine whether or not they comply with and are responsive to all the requirements. Without prejudice, however, to the findings of the TWG, AMCOR Security and Investigation Agency remains to be the Second Lowest Calculated Bidder."

WHEREAS, on November 12, 2013, the BAC-GS TWG submitted the corresponding Post-Qualification Evaluation Reports to the BAC-GS with the recommendation that both bidders be "post-disqualified" on the following ground, to quote:

*"Proponent/s failed to comply with Bid Bulletin No. 1 (ITB No. SSPNCR 2013-013-GS), Item No. 7, "Administrative fee will not be lower than ten percent (10%) nor higher than twenty four percent (24%) following Department of Labor and Employment (DOLE) and PADPAO guidelines."*

WHEREAS, during the said meeting, the BAC-GS instructed the TWG A to submit the computation of financial bid without dropping decimal places in accordance with Annex "A" of the Bid Bulletin;

WHEREAS, on November 26, 2013, the TWG A submitted the comparative computations in compliance with the instructions of the BAC-GS;

WHEREAS, during its meeting held on December 3, 2013, the BAC-GS with the TWG A thoroughly deliberated on the post-qualification issues including the detailed computations submitted by the TWG A;

WHEREAS, the BAC-GS and TWG A arrived at a consensus that in fact the financial bids of Catalina Security Agency and Masada Security Agency are compliant with the Department of Labor and Employment (DOLE) and PADPAO guidelines as to the amount of administrative fee and their basis of computation is consistent with the Bid Bulletin on no rounding off and on counting of only up to two digits after the decimal point;

WHEREAS, the TWG A thereafter submitted a Supplemental Post Qualification Evaluation Report to the BAC-GS which states that:

*"In view of the pronouncements of the Bids and Awards Committee for Goods and Services during its separate meetings on 21 November and 3 December 2013 that:*

- (i) there is an apparent ambiguity in Item No. 9 of Bid Bulletin No. 01 dated 21 October 2013 pertaining to the rounding-off of digits in the Bid Price relating to the subject procurement; and
- (ii) in the proper instance, Section 32.2.1(b) of the Revised IRR of Republic Act 9184 may be applied, which provisions states:

*The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:*

xxxx

- b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid manifestations if expressly allowed in the Bidding Documents. Any adjustment shall be calculated in monetary terms to determine the calculated process.

*The undersigned thus finds the separate bids of Catalina Security Agency and Masada Security Agency, Inc. relative to the Procurement of Security Services for PRO-NCR and Rizal Group for three (3) years thru Competitive Bidding as compliant with respect to the requirements imposed by the End-User.*

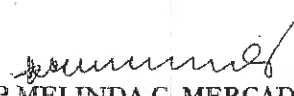
WHEREAS, on December 4, 2013, the BAC-GS conducted "Draw Lots" to break the subject tie pursuant to the Government Procurement Policy Board (GPPB) Circular No. 06-2005 dated August 5, 2005 [(Guidelines on the Use of Non-Discretionary/Non-Discriminatory Selection Criteria as Tie-Breaking Method in Case of Two or More Bidders are Determined and Declared as the Lowest Calculated and Responsive Bidder (LCRB) or Highest Rated and Responsive Bidder (HRRB)], BAC-GS Resolution No. 106, s. 2013 (Resolution recommending "Draw Lots" as Tie-Breaking Method pursuant to GPPB Circular 06-2005) and SBAC Memo No. 01 dated October 16, 2013 (Guidelines and Procedures in Conduct of 'Draw Lots' as Tie Breaking Method);

WHEREAS, Masada Security Agency, Inc. won in the said "Draw Lots" which was properly recorded on video by the Corporate Communications Department (CorCom);

NOW, THEREFORE, premises considered, the BAC-GS resolves, as it is hereby resolved, to recommend that the contract for the Procurement of Security Services for PRO-NCR and Rizal Group for Three (3) Years under ITB No. SSPNCR 2013-013-GS be awarded to Masada Security Agency, Inc.

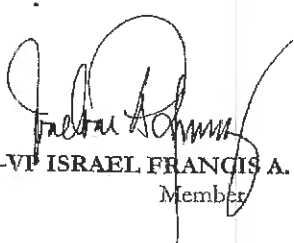
IT IS SO RESOLVED.


Signed on this 20<sup>th</sup> day of January 2014 at Pasig City.


  
SVP MELINDA C. MERCADO  
Chairperson

  
ATTY. GERMAIN G. LIM  
Member

  
VP GREGORIO C. RULLODA  
Member

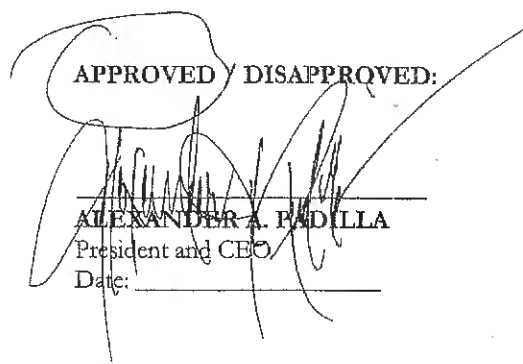
  
OIC-VI ISRAEL FRANCIS A. PARGAS, MD  
Member

  
SM NARISA PORTIA J. SUGAY, MD  
Member

  
SM EVANGELINE F. RACELIS, PhD  
Member

- ON OFFICIAL BUSINESS -  
VP SHIRLEY B. DOMINGO, MD  
Member/End-User

APPROVED / DISAPPROVED:

  
ALEXANDER A. PADILLA  
President and CEO  
Date: \_\_\_\_\_

Resolution recommending that the Contract for the Procurement of Security Services for PRO-NCR and Rizal Group for Three (3) Years under ITB No. SSPNCR 2013-013-GS be Awarded in Favor of Masada Security Agency, Inc. as the Bidder the Lowest Calculated Responsive Bid (LCRB)



Republic of the Philippines  
**PHILIPPINE HEALTH INSURANCE CORPORATION**  
Citystate Centre Building, 709 Shaw Boulevard, Pasig City  
Healthline 441-7444 [www.philhealth.gov.ph](http://www.philhealth.gov.ph)



### NOTICE OF AWARD

**Procurement of Security Services for PRO NCR and Rizal Group for Three (3) Years  
(ITB No. SSPNCR 2013-013-GS)**

Date of Issuance: 10 FEB 2014

**LT. COL. JOSE M. SOMBILLO (RET.)**  
President/General Manager  
**MASADA SECURITY AGENCY, INC.**  
Room 310 Señor Ivan de Palacio Bldg.,  
139 Malakas cor. Matalino Sts.,  
Diliman, Quezon City  
Tel. Nos.: 927-0043/474-3372  
Fax No.: 433-2788

Dear Lt. Col. Sombillo:


We are pleased to notify you that your Bid Proposal on October 29, 2013 for the **Procurement of Security Services for PRO NCR and Rizal Group for Three (3) Years** for execution by **MASADA SECURITY AGENCY, INC.** at the Contract Price equivalent to **Twenty Two Million Two Hundred Fifty Four Thousand Two Hundred Fifty Seven Pesos and Fifty Two Centavos (PhpP 22,254,257.52)** for the **First Year** only is accepted.

You are hereby required to post a performance security in the form and amount stipulated in the Bid Documents of the said procurement immediately from the receipt of this Notice of Award and in no case later than the signing of the Contract. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

  
**ALEXANDER A. PADILLA**  
President and CEO

Conforme:

  
**LT. COL. JOSE M. SOMBILLO (RET.)**  
**MASADA SECURITY AGENCY, INC.**

Date: FEB. 10, 2014

# ALPHA INSURANCE & SURETY CO., INC.

Alpha Insurance Center, 1025 San Marcelino Street  
Ermita, Manila  
Trunkline 525-1301 / Fax No. 522-6131  
TIN 000-433-024-000-VAT

## Statement of Account

No. 1010151

### MASADA SECURITY AGENCY, INC.

Rm 310 Senior Ivan de Palacio Bldg., 139 Malakas cor. Matalino Sts., Diliman, Q. City

Date: February 11, 2014

Policy/Bond No. **G(13)14460/56282-HO-**

Sum Insured/Bond Amount: Six million Six Hundred Seventy-Seven Thousand Pesos (P 6,677,000.00)

Period Covered: From March 01, 2014  
To February 28, 2015

#### Particulars:

PERFORMANCE BOND  
PHILIPPINE HEALTH INSURANCE CORPORATION-PRO NCR  
AND RIZAL GROUP

Premium	P	36,723.50
Doc. Stamps		4,590.50
E-VAT		4,406.82
Local Gov't Tax		40.40
Fire Tax		
Notarial Fee		300.00
Other Charges		250.00
Total	P	46,811.22

Please note that under the Insurance "No" policy or contract of insurance is valid and binding unless and until the premiums thereof has been paid.

#### CODE

IMPORTA300

Please make check/s payable to ALPHA INSURANCE & SURETY CO., INC. No payment is deemed to be made to the Company unless a Printed Numbered Receipt in the Official Form of the Company duly signed by an authorized personnel or authorized general agent of the Company is issued for such payment. (Please notify us if the Official Receipt is not delivered within five (5) days of payment.)



1025 San Marcelino Street  
Ermita, Manila  
VAT Reg. TIN: 000-433-024-000

# OFFICIAL RECEIPT

Nº 100251  
February 11, 2014

A

MASADA SECURITY AGENCY, INC.

RECEIVED from Forty-Six Thousand Three Hundred Eleven Pesos & Twenty-Two Cents  
the sum of PESOS 46,311.22

Business style

in payment of the following:

1. PREMIUMS:	G(13)14450/56282-HO	36,723.50
Fire Policy No.	DST	4590.5
Marine Policy No.	VAT	4,406.82
Motor Car Policy No.	PLax	
Accident Policy No.	FST	
Bond Policy No.	LGT	40.40
2. Documentary Stamps	Not Fee	300.00
	Others	250.00
3. Premium Tax		
4. Fire Service Tax		
5. Local Gov't Tax		
6. Notarial Fee		
7. Others		
Vatable		
Vat-Exempt Sale		
Vat-Zero Rated Sales		
Less: SC/PWD Discount		
VAT Amount		
Total Sales		
12% Value Added Tax		

Above payment (s) are received subject to all the condition stipulated at the back hereof.  
Warranted no known Loss at the time of issuance of this Official Receipts.

Total Payment P

Sr. Citizen TIN	
OSCA/PWD ID NO:	SIGNATURE: 303

Alpha Insurance & Surety Co., Inc.  
46,311.22

Bank: Check PNB  
Check No. 88680  
Date: 2/12/14

By:

Printer's Accreditation No.: PRO-AM-14  
Date Issued: 2-14-2013



500 Bkts. (500/12/14) 122500 A  
BIR Authority to Print No.: 1AU0000966269  
Date Issued: 06-08-2013; Valid until 06-08-2016  
TRIPLE FFF PRINTMASTER 4628-II Valenzuela St., Sta. Mesa, Manila  
TIN NO: 110-007-059-000 VAT

"THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP"

STAMPS :	
VAT :	
NOTARY FEE :	
OTHERS :	
TOTAL :	P=



INSURANCE &amp; SURETY COMPANY, INC.

ALPHA INSURANCE CENTRE

1025 San Marcelino St., Ermita, Manila

Trunkline 525-1301 / Fax No. 522-6131

B-56282



# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, MASADA SECURITY AGENCY, INC. Rm. 310 Senior Ivan de Palacio Building,  
 on the, 11th day of, February, 20 14 of No. 139 Malakas cor. Mataline St., Dilimar  
 as principal and ALPHA INSURANCE AND SURETY COMPANY, INC., a corporation duly  
 organized and existing under and by virtue of the Republic of the Philippines with principal office at Manila, as surety are held  
 & firmly bound unto PHILIPPINE HEALTH INSURANCE CORPORATION-PRO NCR AND RIZAL GROUP  
 of in the sum of  
SIX MILLION SIX HUNDRED SEVENTY SEVEN THOUSAND (P. Php6,677,000.00)  
 Philippine Currency, for the payment of which PESOS ONLY truly to be made, we bind ourselves, our heirs, executors,  
 administrators, successor, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS ARE AS FOLLOWS:

WHEREAS, the above-bounden Principal has been required by the Obligor to post this Performance Bond to fully and  
 faithfully guarantee the PROCUREMENT OF SECURITY SERVICES for PRO NCR AND RIZAL GROUP for Three  
 Years, as per Notice of Award (ITB No. SSPNCR 2013-013-GS) dated 10 February 2014, a copy of which is hereto  
 attached and formed an integral part of this bond;

It is agreed and understood that this bond does not cover liabilities to benefit employees of the Security Agency, that is  
 provided for under the Labor Code of the Philippines as well as any rules and regulations of the Department of Labor;

PROVIDED, however, that the liability of the Surety Company under this bond shall in no case exceed the sum of  
 PESOS: SIX MILLION SIX HUNDRED SEVENTY SEVEN THOUSAND (Php6,677,000.00) only, Philippine Currency.  
 Effectivity Date: March 01, 2014 to February 28, 2015.

This bond shall be callable on demand.

WHEREAS, said Contract requires said principal to give a good and sufficient bond in the above stated sum to secure  
 the full and faithful performance on his part of said Contract.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms,  
 conditions, and agreements stipulated in said Contract then, this obligation shall be null and void, otherwise, it shall remain in  
 full force and effect.

The liability of ALPHA INSURANCE AND SURETY COMPANY, INC. under this bond will expire on  
February 28, 2015, 20 14 and the SURETY does not assume any responsibility for any liability incurred  
 or created after said date, notice of claims against the SURETY must be given to the bonding company not later than (10) ten  
 days from said expiration date, and failure to do so shall release the SURETY from all liabilities under this bond and shall be a  
 bar to any action against it.

WITNESS OUR HANDS, AND SEAL this 11th day of February, 20 14  
 at Manila, Philippines.

MASADA SECURITY AGENCY, INC.

BY:

LT. COL. JOSE M. SOMBILLIO (Ret)  
 President/General Manager  
 Principal

SIGNED IN THE PRESENCE OF:

ANGEL DELA CRUZ

ALPHA INSURANCE AND SURETY COMPANY, INC.

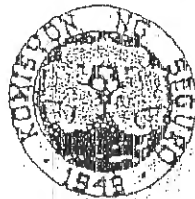
TIN 000-433-024-000-VAT

BY:

MACARIO P. CORPUZ  
 Vice-President Underwriting

MA TEDECA M DIVERA





Republika ng Pilipinas  
Republic of the Philippines  
Kagawaran ng Pananalapi  
Department of Finance  
KOMISYON NG SEGURO  
INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN  
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang ALPHA INSURANCE & SURETY COMPANY, INC.  
(This is to certify that

NG LUNGSOD NG MAYNILA, PILIPINAS

na isang  
a

pang DI-BUHAY  
NON-LIFE

(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas  
*insurance company, has complied with all requirements of law*

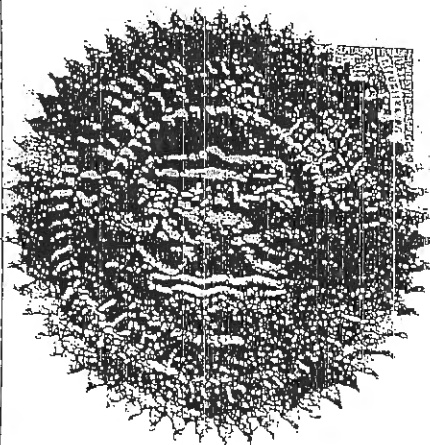
ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban  
*of the Philippines relative to such insurance companies, and it is hereby granted*

nitong KATIBAYAN NG PAGKAMAYKAPANGYARIHAN upang makipagnegosyo ng  
*this CERTIFICATE OF AUTHORITY to transact*

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi, ng ikatathirapung  
*the class of insurance business above set forth until twelve o'clock midnight, on the thirtieth*

araw ng Hunyo, taong dalawampung libo't labing-apat  
*day of June, year 2014*

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.  
*unless sooner revoked or suspended for cause.)*



Bilang KATUNAYAN NITO, inilagda ko ang aking pangalan  
*(In WITNESS WHEREOF, I have hereunto subscribed my name*

at idinintal ang Opisyal na Tatak ng aking Tanggapan  
*and caused my Official Seal to be affixed,*

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa  
*at the City of Manila, Philippines. This becomes*

simula ika-isa ng Hulyo 2013.  
*effective on 1 July 2013.)*

\*AO No. 244 issued on  
May 31, 1957

Date Issued:

070173

CERTIFIED TRUE COPY

BY: ROSALIO H. REMO

EMMANUEL F. DOOC  
Insurance Commissioner