# CONTRACT FOR THE PROCUREMENT OF SECURITY SERVICES FOR CENTRAL OFFICE FOR THREE (3) YEARS

THIS CONTRACT made on the 20 0CT 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 EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER, RAMON F. ARISTOZA, JR., (hereinafter called "PHILHEALTH").

-and-

Catalina Security Agency

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Catalina Security Agency

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CATALINA SECURITY AGENCY, a single proprietor, organized and registered with the Department of Trade and Industry under Certificate No. 01977878 issued on the 18<sup>th</sup> day of February 2013, and existing under the laws of the Republic of the Philippines, with business address at 626 G. Araneta Ave., Tatalon, Quezon City, represented herein by its GENERAL MANAGER PLACIDO Q. URBANES, III (hereinafter called "CATALINA").

#### WITNESSETH, That-

WHEREAS, PHILHEALTH invited Bids for the Procurement of Security Services for Central Office for Three (3) Years (ITB No. SSCO 2014-006-GS) and has accepted a Bid by CATALINA for the supply of those goods and services in the sum of THIRTEEN MILLION THREE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED SEVENTY. EIGHT PESOS AND FORTY CENTAVOS (PHP 13,371,278.40) 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 CATALINA SECURITY AGENCY (Annex "A"):
  - (b) the Schedule of Requirements (Annex "B");
  - (c) the Technical Specifications (Annex "C");
  - (d) the General Conditions of Contract (Annex "D");
  - (c) the Special Conditions of Contract (Annex "E");
  - (f) the Bid Bulletin No. 01 (Annex "F");
  - (g) the BAC-GS Resolution No. 080, s. 2014 (Annex "G");
  - (h) the Notice of Award (Annex "H"); and
  - (i) the Performance Security (Annex "I").
- In consideration of the payments to be made by PHILHEALTH to CATALINA as herein mentioned, CATALINA 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 CATALINA 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, <u>including the 12% Value-Added-Tax</u>, customs duties, license fees, freight, insurance and other charges which may be imposed on the Product by foreign and local authorities.
- 6. CATALINA hereby covenants to deliver in favor of PHILHEALTH the goods/services based on Annex "C" of this Contract including amendment on letter D, item no. 1, to the following: "PHILHEALTH may request in writing for an increase or decrease in the number of Security Guards during the contract period as may be necessary under the same terms and conditions set forth in this Contract, provided, that the total amount in the increase will not exceed ten percent (10%) of the total contract price".
- 7. Completion of the delivery shall be undertaken by **CATALINA** as stated in Annex "B" (Schedule of Requirements) of this Contract.
- 8. PHILHEALTH shall pay the sum of THIRTEEN MILLION THREE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED SEVENTY EIGHT PESOS AND FORTY CENTAVOS (PHP 13,371,278.40) FOR THE FIRST YEAR ONLY, the total contract price for the rendition of services to and acceptance by PHILHEALTH.

CATALINA shall submit the Statement or Billing of Account.

Payments for service rendered in accordance with the contract shall be made by the PHILHEALTH with CATALINA on a twice a month or monthly basis as the case may be subject to the applicable withholding of any lawful charges and subject further to the presentation by CATALINA 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 CATALINA 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 CATALINA.

The Summary Report of attendance of security guards shall be approved by the Physical Resources & Infrastructure Department (PRID) before payments are made to the guards who shall then acknowledge that they have received the amount per contract. Claims for payment by CATALINA must be supported by a copy of the Report, the Certification from PRID 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. CATALINA shall also be required to submit RF-1(PhilHealth), R-3 (SSS) and HDMF remittance list for Pag-Ibig. CATALINA shall also be required to duly submit 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

CATALINA SECURITY AGENCY

By:

RAMON F. ARISTOZA, JR.

Executive Vice President and COO

By:

PLACIDO Q. URBANES, III

Blacido 2 Whanes &

General Manager

Signed in the presence of:

EDGAR JULIO S. ASUNCION

Senior Vice President, Legal Sector/

Chief Legal Executive

Witness for CATALINA SECURITY
AGENCY

ARTITUTE C. MERCADO

Senior Vice President, MSS/ Chief Management Executive

MARIO S. MATANGUIHAN

Senior Manager,

Physical Resources and Infrastructure

Department (PRID)

Witness for CATALINA SECURITY
AGENCY

ATTY. HANNAH LORRAINE A. DALISAY

Division Chief, Comptrollership Department

CAF#7014-05-18

#### **ACKNOWLEDGEMENT**

| CITY OF GMOON ) S.S.  |  |
|---|--|
| BEFORE ME, this day of a day persons exhibiting to me their respective Government                             | 2014 2014, personally appeared the following nent issued ID's, to wit: |
| RAMON F. ARISTOZA, JR. Philippine Health Insurance Corporation  | PHIC107271-98  |
| Philippine Health Insurance Corporation  Slacido 2. Worker  PLACIDO Q. URBANES, III  Catalina Security Agency | SSS t.D. No. 33-603 8500-6   |

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of sixty-seven (67) 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 pn the place first above written.

Doc No. 764
Page No. 57
Book No. 74
Series of 2014

PICOB. AZURIN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
PTR NO. 9019774; %2: 01/03/14
IBP NO. 915068; @C: 11/26/13
COMMISSION NO. NP-035







<sup>4 |</sup> Contract for the Procurement of Security Services for Central Office for Three (3) Years (ITB No. SSCO 2014-006-GS)

Date: June 30, 2014

Invitation to Bid No: SSCO 2014-006-GS

The Chairperson
Bids and Awards Committee
PHILHEALTH

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers 1, and 2, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform Security Services for Central Office for Three (3) Years in conformity with the said Bidding Documents for the sum stated hereunder:

| PARTICULARS                               | COST per Guard<br>(Inclusive of VAT) | TOTAL COST- First Year<br>(multiplied to number of<br>Guards)<br>(inclusive of VAT)                         | TOTAL COST - Three(3) Years<br>(multiplied by three (3) years)<br>(Inclusive of VAT)                          |
|---|--------------------------------------|---|---|
| 7 days/week 12 hours/day<br>(without NSD) | P 30,632.62                          | P 7,351,828.80  | P 22,055,486.40   |
| 7 days/week 12 hours/day<br>(with NSD)    | P 32,277.16                          | P 5,035,236.96  | P15,105,710.88  |
| 5 days/week, 9 hours/day<br>(without NSD) | P 20,504.43                          | P 984,212.64  | P 2,952,637.92  |
| TOTAL                                     | u                                    | P13,371,278.40  | P 40,113,835.20   |
| (In Words)                                |                                      | Thirteen Million Three Hundred Seventy One Thousand Two Hundred Seventy Eight Pesos and Forty Centavos Only | Forty Million Ope Hundred<br>Thirteen Thousand Eight<br>Hundred Thirty Five Pesos<br>and Twenty Centavos Only |

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 specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a 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.

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

Dated this 30th day of June 2014.

Blacido 2: Ulbaner 5

PLACIDO Q. URBANES, III (Signature)

General Manager (In the capacity of)

Duly authorized to sign Bid for and on behalf of CATALINA SECURITY AGENCY

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| 77<br>63                         |   |  | 1000                                      |
|----------------------------------|---|--|---|
| Cost Break                       | down for Secur                          | ity Services for C                             | entral Office                             |
|                                  | 7 days 12 hours Day Shift (without NSD) | 7 days 12 hours, 100<br>Night Shift (With NSD) | 5 days 12 Hours 3 Day Shift (without NSD) |
| Daily wage "DW"                  | 451                                     | 451  | •   |
| Daily COLA                       | 15.00                                   | 15.00  | 15.00                                     |
| No. of Working Days per year     | 393.5                                   | 393.5  | 261                                       |
| Schedule 1                       | DIFAS                                   | E SEE ATTACHED.                                | 1   |
|                                  | FILLAS                                  |  | i   |
| Basic Pay Per Month              | 14,789.04                               | 14,789.04                                      | 9,809.25                                  |
| COLA                             | 491.88                                  | <del>4</del> 91.88                             | 326.25                                    |
| 13th Month                       | 1,143.16                                | 1,143.16                                       | 817.44                                    |
| Overtime                         | 29,332.88                               | 9,332.88                                       | 5,778.44                                  |
| Night Differential               |   | 1,478.90                                       |   |
| 5 Days Incentive                 | 194.17                                  | 194.17   | 194.17                                    |
| Uniform allowance                | 100.00                                  | 100.00   | 100.00                                    |
| Amount Directly Payable to Guard | 26,051.12                               | 27,530.03                                      | 17,025.54                                 |
|                                  | DIENCE                                  | SEE ATTACHED.                                  |   |
| Schedule 2 Gov't Payments for    | FIGURE                                  | SEE ATTACHED.                                  | i.  |
| Guards                           |   |  |   |
| SSS                              | 1,178.70                                | 1,178.70                                       | 1,178.70                                  |
| PhilHealth                       | 187.50                                  | 187.50   | 125.00                                    |
| State Insurance Fund             | 30.00                                   | 30.00  | 10.00                                     |
| Pag-Ibig Fund                    | 100.00                                  | 100.00   | 100.00                                    |
| Total Payments to Gov't          | 1,496.20                                | 1,496.20                                       | 1,413.70                                  |
|                                  |   |  | :   |
| TOTAL AMOUNT                     | 27,547.32                               | 29,026,23                                      | 18,439.24                                 |
| Agency Fee (_ %)                 |   |  |   |
| Var (12% of Agency Fee)          |   |  | 1   |
| Sub-total                        | 1.                                      |  |   |
| Amount per Guard                 |   |  |   |
| ·\$                              |   |  |   |

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actioncenter@philhealth.gov.ph

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| Cost Breakdown fo                   | Cost Breakdown for Security Services for Central Office |                 |                 |  |  |  |
|-------------------------------------|---|-----------------|-----------------|--|--|--|
|                                     | 7 days-12 hours   | 7 days-12 hours | 5 Days-12 hours |  |  |  |
|                                     | Day Shift   | Night Shift     | Day Shift       |  |  |  |
| 3                                   | (without NSD)   | (with NSD)      | (without NSD)   |  |  |  |
| <u>*</u>                            |   |                 |                 |  |  |  |
| Daily wage "DW" A                   | 451.00  | 451.00          | 451.00          |  |  |  |
| Daily COLA                          | 15.00   | 15.00           | 15.00           |  |  |  |
| No. of Working Days per year        | 393.5   | 393.5           | 261             |  |  |  |
| Schedule 1                          |   | 1.1             |                 |  |  |  |
| Basic Pay per Month                 | 14,789.04   | 14,789.04       | 9,809.25        |  |  |  |
| COLA                                | 491.88  | 491,88          | 326.25          |  |  |  |
| 13th month                          | 1,143.16  | 1,143.16        | 817.44          |  |  |  |
| Overtime                            | 9,332.88  | 9,332.88        | 5,778.44        |  |  |  |
| Night Differential                  | 0   | ; 1,478.90      | 0               |  |  |  |
| 5 Days Incentive                    | 194.17  | 194.17          | 194.17          |  |  |  |
| Uniform allowance                   | 100.00  | 100.00          | 100.00          |  |  |  |
| Amount Directly Payable to Guard    | 26,051.12   | 27,530.03       | 17,025.54       |  |  |  |
|                                     |   |                 |                 |  |  |  |
| Schedule 2                          |   |                 |                 |  |  |  |
| Gov't. Payments for Guards          |   |                 |                 |  |  |  |
| SSS                                 | 1,178.70  | 1,178.70        | 1,178.70        |  |  |  |
| Philhealth is                       | 187.50  | 187.50          | 125.00          |  |  |  |
| State Insurance fund                | 30.00   | 30.00           | 10.00           |  |  |  |
| Pag-ibig Fund                       | 100.00  | . 100.00        | 100.00          |  |  |  |
| Total Payments to Gov't.            | 1,496.20  | 1,496.20        | 1,413.70        |  |  |  |
| H .                                 |   | !               | , i             |  |  |  |
| TOTAL AMOUNT                        | 27,547.32   | 29,026.23       | 18,439.24       |  |  |  |
| <u> </u>                            |   |                 | e:              |  |  |  |
| Agency Fee (10%)                    | 2,754.73  | 2,902.62        | 1,843.92        |  |  |  |
| VAT (12% of Agency Fee)             | 330.57  | 348.31          | 221.27          |  |  |  |
| Sub-total                           | 3,085.30  | 3,250.93        | 2,065.19        |  |  |  |
| Minimum Contracted Amount per Guard | 30,632.62   | 32,277.16       | 20,504.43       |  |  |  |

CERTIFIED TRUE & CORRECT:

PLACIDO Q. URBANES, III General Manager

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COMPUTATION OF BID PRICE

**RE: PHILHEALTH CENTRAL OFFICE** 

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|   |        | <del></del>        |                          |                                 |
|---|--------|--------------------|--------------------------|---------------------------------|
|   |        |                    | TOTAL COST-First Year    | TOTAL COST-Three (3) Years      |
| i                                       | NO. OF | COST per Guard     | (multiplied to number of | (multiplied by three (3) years) |
| PARTICULARS                             | GUARDS | (Inclusive of VAT) | Guards)                  | (Inclusive of VAT)              |
|   |        |                    | (Inclusive of VAT)       | ,                               |
|   |        |                    |                          |                                 |
| 7 days/week; 12 hours/day (without NDP) | 1      | 1                  | 1                        | ٠.                              |
| Detachment commander                    | 1      | 0                  | i o                      | O                               |
| Asst. Detachment commader               |        | 30,632.62          |                          | 1,102,774.32                    |
| Security Guards                         | 19     | 30,632.62          | 6,984,237.36             | 20,952,712.08                   |
|   | 21     |                    | 7,351,828.80             | 22,055,486.40                   |
|   |        |                    |                          |                                 |
| 7 days/week; 12 hours/day (with NDP)    | 1      |                    |                          |                                 |
| Asst. Detachment commader               | 1      | 32,277.16          | 387,325.92               | 1,161,977.76                    |
| Security Guards                         | 12     | 32,277.16          | 4,647,911.04             | 13,943,733.12                   |
|   | 13     |                    | 5,035,236.96             | 15,105,710.88                   |
| 5 days/week; 12 hours/day (without NDP) |        |                    |                          |                                 |
| Security Guards                         | 4      | 20,504,43          | 984,212.64               | 2,952,637.92                    |
|   |        |                    |                          |                                 |
| TOTAL P                                 | 38     |                    | 13,371,278.40            | <u></u> 40,113,835.20           |
|   |        | 20,504,43          | 984,212.64               | 2,952,637                       |

NOTE:

Detachment Commander is being offered by the Agency free of charge, hence, the zero (0) cost. His salary and benefits will form part of the overhead cost on the part of the agency.

CERTIFIED TRUE & CORRECT:

PLACIDO Q. URBANES, III

General Manager

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# Section VI. Schedule of Requirements

|        | Area of Assign                                   | ments (Posts)  | Delivered, Days/Weeks/ Months                    |
|--------|--|--|--|
| necess |  | curity Service shall include but is n<br>areas where PhilHealth have offic |  |
|        | 1. PhilHealth Head Office<br>Blvd., Pasig, City; | , CityState Centre Building, Sha   | w,   |
|        | 2. Records Warehouses, Ros                       | sario, Pasig City;   |  |
|        | 3. Supply and Motorpool W                        | Varehouse, Pinagbuhatan, Pasig Ci  | Within fifteen (15) calendar days after the      |
|        | 4. PHIC Lot - East Ave., Qu                      | iezon City.  | issuance and receipt of<br>the winning bidder of |
| Total  | Number of Sentinels Requir                       | ements:  | the Notice to Proceed (NTP)                      |
| ı      | AREA .   | TOTAL NO. OF SENTINELS   |  |
| 1      | PhilHealth Main                                  | ,  |  |

| AREA .                         | TOTAL NO. OF SENTINELS |
|--------------------------------|------------------------|
| PhilHealth Main<br>Office      | , 30                   |
| Motorpool/Records<br>Warehouse | 4                      |
| PHIC Site, East<br>Avenue      | 4                      |
| Grand Total                    | . 38                   |

#### 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 handheld transceivers. The detachment commander and each guard on post shall have at least one transceiver. The Security Agency shall allow the Philippine Health Insurance Corporation to use its frequency and provide during the contract period a

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Office of the Secretariet **BAC Central Office** 

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PLACIDO Q. URBANES,III General Manager

handheld transceiver of at least six (6) units for their Philippine Health Insurance Corporation counterpart, namely the Chief of General Services or his/her designated authorized representatives.

2. Transportation System.

The Security Agency shall provide at least two (2) efficient dispatch vehicles to be stationed within PHIC 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.

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:

- 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

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

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

Within Fifteen (15) calendar days after the issuance and receipt of the winning bidder of the Notice to Proceed (NTP)

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

CATALINA SECURITY AGENCY

PLACIDO Q. URBANES, III

June 13, 2014

Name of Company/Bidder

Signature over Printed Name of Representative

PLACIDO Q. URBANES, III

General Manager

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Office of the Secretarist **BAC Central Office** 

# Section VII. Technical Specifications

#### SPECIFICATIONS

Statement of Compliance

\* Statement of Compliance- 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 structure, 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).

Security Services for Central Office for Three (3) Years

Statement of Compliance •

#### Scope of Services

The engagement of the Security Services Agency consists and involves the provision and supervision of personnel supplies and equipment.

### A. Personnel Requirement, Posting and Shifting

#### 1. PhilHealth Main Office, Shaw Blvd., Pasig City

|     | POST                      | SH                    | IIFT    | HOURS | DAYS |          |
|-----|---------------------------|-----------------------|---------|-------|------|----------|
| 1.  | Detachment Commander      | Day                   | 0500H-  | 12    | 7    | COMPLY   |
|     | Ì                         | Shift                 | 1700H   |       |      | COMPAN   |
| 2.  | Asst. Detachment          | Day                   | 0600H-  | 12    | 7    |          |
| - 1 | Commander                 | Shift                 | 1800H   |       |      | COMPLY   |
| 3.  | ADC/Shift-in-Charge       | Night                 | 1800H-  | 12    | 7    |          |
|     | •                         | Shift                 | 0600H   |       |      | COMPLY   |
| 4.  | Perimeter Parking         | Day                   | 0600H-  | 12    | 7    | [ ]      |
| - [ | #<br>4                    | Shift                 | 1800H   |       |      | COMPLY   |
| 5.  | Ground Floor Lobby        | Day                   | 0600H-  | 12    | - 5  | 1 1      |
|     | (MonFri)                  | Shift                 | 1800H   |       |      | COMPLY   |
| 6.  | 17th Floor O.P. (MonFri.) | Day                   | 0600H-  | 12    | 5    | COMPLY   |
|     |                           | Shift                 | 1800H   |       |      | 1 1      |
| 7.  | Basement 1                | Day                   | 0600H-  | 12    | 5    | 11 /     |
|     | +                         | Shift                 | 1800H   |       | \ '! | COMPLY   |
| 8.  | Basement 2 Parking Assist | Day                   | 0600H-  | 12    | 5    |          |
|     | (MonFri.)                 | Shift                 | 1800H   |       |      | COMPLY / |
| 1   | POST                      | SI                    | HIFT    | HOURS | DAYS |          |
| 9.  | Basement 2 Parking        | 1st Shift             | 0600H-  | 12    | 7    | 1        |
|     | Entrance                  |                       | 1800H   |       |      | COMPLY   |
| 10. |                           | 1 <sup>st</sup> shift | 0600H-  | 12    | 7    | 11       |
|     | . 1.001 v                 |                       | 1800H   | Ì     |      | COMPLY   |
| 11. | 8th Floor                 | 1 <sup>st</sup> Shift | 0600H-  | 12    | 7    |          |
|     |                           |                       | 1800H   |       | Į Į  | COMPLY   |
| 12. | 9th Floor                 | 1st Shift             | 0600H-  | 12    | 7    |          |
|     | ,                         |                       | 1800H   |       | 1    | COMPLY   |
| 13. | 10th Floor                | 1 <sup>st</sup> shift | 0600H-  | 12    | 7    |          |
|     | 1                         |                       | 1800H \ |       |      | COMPLY   |
| 14. | 11th Floor                | 1st Shift             | 0600H-  | 12    | 7    |          |
|     | • • •                     |                       | 1800H   | -     |      | COMPLY   |
| 15  | 12th Floor                | 1st Shift             | 0600H-  | 12    | 7    | COMPLY   |

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Office of the Secretaries **BAC Central Office** 

PLACIDO Q, URBANES, III General/Abahager

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| 1800H- 12 7  |  |                   | Might   |          | Wecords W                                      | .2. |  |
|--|--|-------------------|---------|----------|--|-----|--|
| 1800H- 12 7 1800H- | J90 [  | H0081-H0090 Hids  |         | archouse | Wecords W                                      | 1,  |  |
| Γ         21         -H0081           H0090         H0090           L090         H0081           H0090         H0090  | HIE  | .S                |         | ,1.5     | O4   |     |  |
| 7         21         -H0081           H0081         1         1           H0090  | 2. Warchouse, Rosario & Pinagbuhatan, Pasig City |                   |         |          |  |     |  |
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| T 21 -H0090  T 21 -H0081  T 21 -H0090  T 31 -H0081  T 40090  T 51 -H0090  T 6090  T 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7   | भृग्पऽ   | $\overline{}$     | · ·     |          | % #81 #71                                      | .6  |  |
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| 7       21       -H0081         10080       10080         10080       10080         10081       10080         10081       10080         10081       10080         10081       10080         10080       10080      <   |  | 1                 |         |          | 100H <sup>th</sup> Floor                       | ٦.  |  |
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| 7 21 -H0081  | Hida   | S I               |         |          | 15 <sup>th</sup> Floor                         | 1.7 |  |
| 7 21 -H0081  | भेंगि  | In S              |         |          | 14 <sup>th</sup> Floor                         | ŀg  |  |

| L    | 12    | H0090-H0081 | Hid2 HagiM  | Motorpool<br>Warehouse | .4٤ |
|------|-------|-------------|-------------|------------------------|-----|
|      | · ·   |             |             | Warehouse              |     |
| L    | 12    | H0081-H0090 | Day Shift   | Motorpool              | .55 |
| L    | 12    | H0090-H0081 | Night Shift | Records Warehouse      | 32. |
| L    | 12    | H0081-H0090 | Day Shift   | Records Warehouse      | 31. |
| DAYS | HOURS | SHIFT       |             | TSOT                   |     |

#### 3. PHIC Lot, East Avenue, Quezon City

| DAYS | HOURS | HIFT    | S              | TSOĄ            |      |
|------|-------|---------|----------------|-----------------|------|
| L    | 12    | -H0090  | Day _          | PhilHealth Site | .25. |
|      |       | H0081   | Hide           | <i>y</i>        |      |
| · `L | 15    | -H0090  | Day<br>Shift   | PhilHealth Site | .9£  |
| L    | 15    | -H0081  | idgiM<br>flid2 | PhilHealth Site | 37.  |
| L    | 15    | -H0090≯ | MigiN<br>Aid2  | PhilHealth Site | 38.  |

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

The Security Agency shall provide the Philippine Health Insurance Corporation (PhilHealth) with twenty-four (24) hours on a two(2) 12hour shift 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.1 to III.A.3 following the herein schedules:

#### Twelve-Hour Duty:

1" Shift

06:00am to 06:00pm

2<sup>nd</sup> Shift

06:00pm to 06:00am

- 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 adequate licenses and permits from appropriate government agencies and fully equipped with supplies necessary for the successful implementation of their duties.
- 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.
- 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 Physical Resource and Infrastructure Department (PRID) 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.
- 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.
- The Security Agency shall be under the direct control and supervision of the PhilHealth Physical Resources & Infrastructure Department insofar as the security requirements and concerns of the latter.
- The Security Agency shall accordingly coordinate with PRID 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 Chief of office

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concerned or the building administration office, as cleared and duly coordinated with the PRID.

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 its PRID found 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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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 PRID upon receipt and verification of any complaint report or request.

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10. The security officers and guards shall at all times during their tour of duty, render satisfactory services. A joint Certification to attest to the conduct of satisfactory service rendered shall accordingly be issued by the authorized officer and/or direct superior of the offices where they are assigned and by the Division Chief of the General Services and Building Management Division, PRID.

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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 Chief or any official representative of the Property and Supply Section.

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- 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 may deposit for safekeeping and issued with the appropriate acknowledgement receipt.

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13. The security guard on duty shall be duly authorized to inspect bags and packages and search individuals, including employees when necessary.

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14. Security guards assigned to restricted office areas where highlyaccountable 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.

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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 and the security guards of the Philippine Health Insurance Corporation and the Security Agency should be duly notified accordingly.

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government; 9. Must be a holder of a Certificate of Training for Security Guards COMPLY and other requirements of R.A. 5487 as amended; 10. Must possess honorable discharge documents, if with military background; 11. Of good moral character, as certified by the Barangay and the police district concerned and the NBI; and 12. Must have undergone drug test and found to be free from tetrahydrocannabinol, metamphetamine hydrochloride and other prohibited substances, certification to be given to Philippine Health Insurance Corporation every 6 months. D. 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 COMPLY or decreased during the contract period as may be necessary and as may be determined by the PhilHealth depending upon the circumstances. The Philippine Health Insurance Corporation shall have the right COMPLY 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. COMPLY 3. The Chief of the Office where a guard is assigned and the Physical Resources & Infrastructure Department jointly or by themselves, 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 Philippine Health Insurance Corporation 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, strikes; crimes against persons and property; and other related topics.

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

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

Security Guards:

1. Has finished at least second year College;

2. With height of not less than 1.65 meters; 3. With weight of not less than 55 kilograms;

4. Not less than 21 years nor more than 35 years old at the time of assignment to the Corporation under this contract;

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;

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;

7. Must be a holder of a Certificate of Training for Security Guards and other requirements of R.A. 5487 as amended;

8. Must possess honorable discharge documents, if with military background;

9. Of good moral character, as certified by the Barangay and the police district concerned and the NBI; and,

10. Must have undergone drug test and found to be free from tetrahydrocannabinol, metamphetamine hydrochloride and other prohibited substances, certification to be given to Philippine Health Insurance Corporation every 6 months.

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

1. Has finished at least a bachelor's degree, preferably in Criminology or other related disciplines;

2. Must have a good working knowledge of law, evidence, accounting, public relations, electronics, forgery detection and investigation;

3. With height of not less than 1.65 meters;

4. With weight of not less than 55 kilograms;

5. Not less than 21 years nor more than 45 years old at the time of assignment to the Corporation under this contract;

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;

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;

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

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| 6. | All Security Officers, Guards and relievers shall be screened by |
|----|--|
|    | the Physical Resources & Infrastructure Department before their  |
|    | acceptance. The following should be submitted for evaluation of  |
|    | the Physical Resources & Infrastructure Department:              |
|    | 1  |

a) Transcript of Records showing compliance to education requirements

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

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

d) NBI Clearance

e) Current/unexpired Security Guard/Officer license issued by the Philippine National Police

f) Certificates of Training

g) Recent 2x2 picture

h) SSS membership card

i) Drug test certification

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

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.

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 Division of PRID any discrepancy noted.

9. The Security Agency shall be directly liable for the loss, due to negligence of the assigned security guards of any properties of the Philippine Health Insurance Corporation.

10. The Security Agency must have deployed at least 30 sentinels with its previous contract with other government agency.

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.

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 denial and/or disqualification by the Security

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be conducted by PhilHealth.

Agency from further participating in the procurement activity to

13. The Security Agency with pending case or have filed a case against PhilHealth is not allowed to participate in the bidding.

14. It is mutually agreed between the Parties that the Retirement Benefits due to Guard shall exclusively be borne by the Security Agency accordingly.

#### D. PAYMENT OF SECURITY SERVICES RENDERED

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. PhilHealh 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.

2. The Summary Report of attendance of security guards shall be approved by the Physical Resources & Infrastructure Department 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 Physical Resources & Infrastructure Department 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-1(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.

3. All taxes payable to the Government shall be borne by the Security Agency.

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.

5. The Security Agency's performance security shall be liable for damages or losses that may arise directly or indirectly attributable to

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the negligence 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 Philippine Health Insurance Corporation.

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 Philippine Health Insurance Corporation from any liability and/or potential legal-suit in connection therewith.

COMPLY

I hereby certify to comply with all the above the chical Specifications

CATALINA SECURITY AGENCY Name of Company/Bidder

June 13, 2014

Date

Signature over Printed Name of Representative

PLACIDO Q. URBANES,

General Manager

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#### Republic of the Philippines PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City Healthline 441-7444 www.philhcalth.gov.ph



## CERTIFICATE ÓF APPEARANCE

This is to certify that Mr. FERNANDO A. PRE III, representative of CATALINA SECURITY AGENCY has appeared in this office and conducted site inspection relative to the bidding of Security Services for PhilHealth Central Office.

This certification is issued this 6th day of June 2014.

Division Chief IV GSBMD-PRID

teamphilhealth

www.facebook.com/RhilHealth

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# CATALINA SECURITY AGENCY

626 G. Araneta Avenue, Quezon City

Tel. Nos.: 742-27-01 • 732-02-40

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E-mail address: pourbanes@yahoo.com.ph

P.O. BOX 1295 Manila, Philippines

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### PROPOSED SECURITY MANAGEMENT PLAN FOR THE PHILIPPINE HEALTH INSURANCE HEAD OFFICE, CITYSTATE BUILDING, SHAW BOULEVARD, PASIG CITY

#### I. SITUATION:

This security management plan is based on an earlier ocular site inspection / security survey conducted by Catalina Security Agency (CSA for brevity) at the Philippine Health Insurance Corporation Head Office (Philhealth for brevity) at City State Building in Shaw Boulevard, Pasig City and other facilities in Pinagbuhatan and Rosario, Pasig City and the Vacant Lot located at East Avenue, Quezon City.

The Philhealth Offices under the Head Office bid Project are occupying offices/spaces in the buildings or are located in a fixed location with perimeter fences, concrete walls on its sides, with other friendly forces such as other Private Security Agencies and other private and government corporations, the procuring entity (Philhealth) are generally observed to be free from any serious threat. However, it doesn't mean that since they don't posed any serious threat or vulnerability, the said installations are already free from various form of criminal intents.

As always observed under the Principle of Physical Security Subject, the protection of the various installations always relies on the <u>Access Control Program</u> of any installation and Philhealth is no exception to this. For this reason, the security management plan proposed by the Catalina Security Agency (CSA) emphasizes on the three broad category of access control which are: <u>Personnel Access Control</u>, <u>Vehicular Access Control</u> and <u>Material Access Control</u>. Therefore, in the next succeeding discussions of this plan, one would readily notice that the emphasis given were on this three points of concern.

The design of this security plan is in consonance with the various goals and objectives of the procuring entity (Philhealth) as well as with the agency (CSA) that is to provide skilled/trained security personnel to our client pursuant to the total protection of its personnel and its visitors while inside the premises or compound of Philhealth free from danger or harm or bodily injury and provide protection also of its assets/properties from injury, losses and or damages.

#### II. MISSION:

The mission or objective of the Catalina Security Agency (CSA) is to provide or deploy its security force that will be assigned at the Philhealth Head Office is to safeguard its properties and company premises as well as those of its employees/personnel from theft, pilferage, robbery, arson, trespass, bodily harm and other unlawful acts as the case maybe, and for this purpose, to assign and provide the procuring entity with the required number of guards stipulated in the Terms of Reference.

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#### III. **CONCEPT OF OPERATION AND EXECUTION:**

#### **CONCEPT:**

#### **DETACHMENT COMMANDER, ASSISTANT DETACHMENT COMMANDER AND SHIFT-IN-**CHARGE

The key officer for the detachment was created specifically to provide leadership for the security personnel for the whole detachment covered under the Philhealth Head Office including its satellite facilities under this project. They are the liaison between the agency and the procuring entity and has the command responsibility of their unit/detachment.

#### **EXECUTION:**

The Terms of Reference provides one (1) Detachment Commander (DC), one (1) Assistant Detachment Commander (ADC) and one (1) Shift -In Charge (SIC). Their general functions will be the following:

- a. Take charge of the general supervision and administrative functions and strict disciplinary actions for the Security Detachment.
- b. Maintain roster of the Security Detachment.
- c. Lead the summary dismantling of illegal structure within the client properties.
- d. Develop and prescribe security reaction drills in response to call for assistance and in case of fire, natural calamities and other emergencies.
- e. Prepare reports from time to time.
- f. Prepare guard detail and submit monthly summary of security related incidents.
- g. Conduct and coordinate investigation and proper disposition of security related incidents.
- h. Act on all guards delinquency reports and maintain records of offenses recommended for disciplinary action.
- Maintain effective security procedures at gates and monitor all security related incidents and recommend corrective measures as the case may warrant.
- ii j. Conduct regular inspection of station of security guards performance and ensure the upkeep of security equipments and security barracks/outpost.
  - k. Act as link-up and develop procedures for cooperation, and mutual assistance with the nearest PNP stations for the security of life and property of the procuring entity.

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- I. Establish network for mutual assistance for other concerned government agencies.
- m. Perform other duties not contradictory to his job as security officer as maybe directed by the agency or the client.

#### CONCEPT:

#### **POSTED GUARDS** (Lobby, Warehouses and Roving Guards):

Under Section VI of the schedule of requirements under the Terms of Reference (TOR) provides each level of the building covered by the contract with the specific number of warm bodies of sentinel to provide security coverage thereat. The required security measures in order to prevent the occurrence of robbery, theft, pilferage, arson and other forms malevolent activities against the procuring entity evolves mainly on the three (3) broad aspects of the Principle of Physical Security e.g. Personnel Access Control, Material Access Control and Vehicular Access Control.

#### **EXECUTION:**

- a) Strictly abide the Code of Conduct, Code of Ethics and the Eleven (11) General Orders of the Security Guard while on post.
- b) Report for duty in complete and proper uniform, presentable and neat in his appearance thirty (30) minutes before the start of duty.
- c) Strictly enforce the "NO ID, NO ENTRY" policy.
- d) Detect, prevent and report any form of breach of client rules and regulations.
- e) Monitor all Philhealth employees, contractors and visitors and frisk them for deadly weapons, explosive materials, toxic substances, illegal drugs, contraband items and harmful materials upon reasonable grounds for suspicion and shall cause the apprehension of perpetrators, if necessary.
- f) Safeguard the Client properties, equipments, facilities and installations as well as the officers, employees and all persons transacting business within or near its premises against unlawful acts.
- g) Record and report all unusual incidents that may occur during his tour of duty to his supervisor (Security Officer) or Detachment Commander for information and appropriate action.
- h) Direct and ensure smooth flow of vehicles and pedestrian traffic in their area of responsibilities.
- Conduct regular and random inspection of his Area of Responsibility.

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- j) Enforce security regulations against illegal vendors, vagrants, hawkers, and bystanders.
- k) Always carry his license to exercise profession, NTC permit to handle communication equipment, a copy of firearm license assigned to him, and his Duty Detail Order (DDO) authorizing him to carry firearm within his area of jurisdiction.
- I) Maintain and update a logbook when manning a fixed post in order to record the event or incidents that may transpire during the course of his tour of duty and record all other activities as matter of routine related reporting.
- m) Regularly inspect and monitor the conditions, location and status of fire extinguishers, fire hydrants, water supplies, hoses, fire exits, electrical control switches and alarm system.
- n) Report information pertaining to criminality to the nearest police unit or law enforcement agency in the locality.
- o) Establish cooperative line with the Public Safety Agencies, PNP, Fire Department, Barangay, etc.
- p) Ensure that all outgoing client properties must be covered with the appropriate documents duly signed by the authorized signatories.
- q) Perform other duties as the client and the agency may require.

#### CONCEPT:

#### **ROVING GUARD:**

The primary function of the designated Roving Guard will be to monitor the overall aspect of the security status of the Area of Responsibility. But in this case, there is no specific Roving Guard designation under the TOR. Therefore, under the circumstances the on - duty Security Officer will also act as the Roving Guard for the whole detachment.

#### **EXECUTION:**

- a. Guide visitors who might have lost their way to any office.
- b. Check, question and prevent unauthorized persons from loitering in corridors or from one office to the other without official business.
- c. Check all office equipment before and after office hours. See to it that the office equipment are in their respective places, then locking all offices after assuring that everything is secured.
- d. Observe that all lights are switched off and all electrically operated office equipment is unplugged when occupants of any office are all out.

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- e. Enforce all existing Philhealth security rules and regulations.
- f. Be familiar with the location of fire alarm system and fire fighting apparatus.
- g. Be alert at all times to immediately respond to any call of emergency.
- h. Submit report of any unusual incidents.
- i. Perform other duties in relation with security as may be prescribed by the management or agency.

This will be done by employing the security force to be assigned by the Catalina Security Agency on its various offices/facilities and or installation of Philhealth under the Head Office Project Bid. To attain this mission and objectives, CSA will deploy the required number of guards'as stipulated in the Terms of Reference (TOR) to specific areas of concerns the following:

One (1) Detachment Commander (DC), One (1) Assistant Detachment Commander (ADC) and one (1) Shift ~In-Charge (SIC) and Thirty Five (35) security guards manning the whole Philhealth Head Office and Satellite Facilities/Installation for a total of Thirty Eight (38) security personnel complement.

#### Breakdown:

| Detachment Commander (DC)            | _  | 1         |
|--------------------------------------|----|-----------|
| Assistant Detachment Commander (ADC) | -  | 1         |
| Shift-In-Charge (SIC)                | -  | 1         |
| Security Guards                      | -  | <u>35</u> |
| Total Security Personnel Complement  | ** | 38        |

# EMPLOYMENT OF ACCESS CONTROL PROGRAM IN SECURING THE PHILHEALTH HEAD OFFICE AND ITS SATELLITE FACILITIES/INSTALLATION:

#### **SECURITY MEASURES**

#### A. PERSONNEL SECURITY CONTROL

For the total protection of Philhealth employee from being victimized by unscrupulous persons and to promote and maintain good relationship, the employees are bound to comply with the ff:

- 1. Implement "No ID, NO ENTRY" policy strictly.
- 2. Personnel will comply with the wearing of company ID Cards and wearing of the prescribe uniforms while inside government office / premises for proper Identification and safety requirements.
- 3. Employees who have lost their ID should immediately report the matter to proper authority for replacement and appropriate action.

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- 4. Monitor the movement of visitors/guest and other non Philhealth personnel within the installation / premises;
- 5. Visitors are always required to secure visitor's pass to the posted guard before entry. It should also be required to log in their name, date of entry, and purpose of visit and their time in and out.
- 6. Monitor the movements of guest/visitors within the AOR.
- 7. Call in visitors of VIP's and secure clearance prior to allowing the visitors to proceed to their destination.
- 8. No firearms are allowed inside the office premises. Individual found in possessions/carry deadly weapons/firearms should deposit such weapons to the duty guard and firearms deposit slip will be issued to the owner.
- 9. Visitors must observe security and safety guidelines of the Philhealth.
- No person should be allowed to stay within the Philhealth offices without any
  official transaction.

#### B. MATERIALS ACCESS CONTROL:

- 1. To prevent unauthorized transfer of Philhealth properties from one office to another/facilities, monitoring of its movement can prevent their losses.
- 2. Philhealth properties will not be allowed to check out of the compound without a gate pass duly signed by the designated authorized signatory. Guards will inspect and ensure that the property to be brought out should be indicated in the gate pass. However the guards will log the equipment serial number, persons moving the equipment and even the time and date the properties were checked out.
- 3. Philhealth employees bringing personal properties will be required to secure property slip to the security department.
- 4. Philhealth employees bringing out personal property must check out the original property slip from the security department
- Posted guard will always inspect personal belongings to prevent any entry of deadly weapons, explosives, toxic chemicals contraband items, prohibited drugs and other harmful materials that may cause harm, injury or damages to the personnel of Philhealth.
- 6. Visitors carrying heavy and or bulky items shall be requested to deposit such baggage/parcel to the security office for safekeeping to avoid hallway disruption.
- 7. All items brought out of the premises must have the proper gate pass.

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#### C. VEHICÜLAR ACCESS CONTROL

 All entering vehicles shall be recorded in the guard logbook at the main gate taking into account its driver's name, other persons on board the vehicle, the equipment or materials it is carrying with, type and brand of vehicles entering and the time and date of its entry and exit.

- 2. Parking space is provided for the Philhealth employees with sign indicating the parking space intended for them.
- 3. Emergency entrance / exit should always be cleared with vehicles and other obstacles in order to make it aiways passable.
- 4. Driveway should not be blocked.
- 5. Visitors with vehicles should be allowed to park in specific designated place for easy monitoring of their movements.

#### D. FACILITY ACCESS CONTROL:

Prevent unauthorized access, destruction / sabotage of Generators, Communication Equipment and water supply system!

- 1. Designate these areas as restricted areas. Ensure that alarms of these areas are working if there are any installed.
- 2. Only those actually assigned or who has a working permit on these areas will be allowed access.
- When contractual repairs are being undertaken, employees of these contractors
  must be accompanied at all times when actually within the area while
  performing their works. Personal belongings should be inspected while entering
  and departing.

CSA endeavors to contribute to better working conditions not only of its security personnel assigned in the field but also contributes to the prevention of accidents in the clients Area of Responsibility thru implementation of Security and Safety Inspection.

Detachment Commander and Assistant Detachment Commander assigned at the Philhealth Head Office installation will conduct regular and periodic Security and Safety Inspection along with some of the staff from the Operation Department at Headquarters which may also join them as the need arises.

#### **Coordinating Instruction:**

- 1. Observe tactfulness in dealing with employees, visitors as well as VIP's of the installation but maintain firmness in implementing Rules and Regulations pertaining to Security and Safety Standards of the government office.
- General Orders, Code of Conduct and Code of Ethics must be strictly followed at all times.

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- 3. All guards assigned at Philhealth and its attached agencies are covered by the company rules and regulations.
- 4. All Security Officers and Guards must know by heart the Contingency Plan. (See Annex "A" Emergency Procedures)
- 5. All Security Officers and Guards must always observe the Chain of Command to ensure discipline and proper implementation of orders.
- 6. The Detachment Commander or in his absence, the Assistant Detachment Commander will always coordinate with the designated Philhealth Representatives and or designated Security and Safety Officers for company guidelines and instructions.
- 7. All unusual incidents must be reported immediately, followed by a written report.
- 8. All Security Officers must ensure always the discipline and order of all guards under his AOR.
- 9. All guards must report at least 30 minutes before posting.
- 10. Guard Formation must always be conducted prior to posting and guard replacement must be made if needed.

#### IV. ADMIN / LOGISTICS:

#### Personnel:

To attain the mission and objectives of the over – all security programs of the Philhealth, CSA will man all posts of the Philhealth Head Office and other facilities/installation under the terms and conditions specified in the TOR wit:

One (1) Detachment Commander (DC), One (1) Assistant Detachment Commander (ADC), One (1) Shift-In-Charge (SIC) and Thirty Five (35) Guards manning the whole Philhealth Head Office and its Satellite facilities / installation as stipulated in the Terms of Reference (TOR) for this project with a total security complement of Thirty Eight (38) security personnel. - see Disposition of Troops

#### Breakdown:

| Detachment Commander (DC)            | - | 1         |
|--------------------------------------|---|-----------|
| Assistant Detachment Commander (ADC) | - | 1         |
| Shift-In-Charge (SIC)                | _ | 1         |
| Security Guards                      | - | <u>35</u> |
| Total Security Personnel Complement  |   | 38        |

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#### **DISPOSITION OF TROOPS:**

1. PHILHEALTH HEAD OFFICE, CITY STATE BUILDING, SHAW BOULEVARD, PASIG CITY

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|--|-----------------------------|-------------------------------|
| NAME/LOCATION OF POST  | NUMBER OF GUARDS            | SHIFT                         |
| 1. DETACHMENT COMMANDER (DC)                                     | 1 .                         | 0500H-1700H (12 HRS) Mon-Sun  |
| 2. ASST. DET. COMMANDER (ADC)                                    | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 3. SHIFT - IN - CHARGE (SIC)                                     | 1                           | 1800H- 0600h (12 HRS) Mon-Sun |
| 4. Perimeter Parking   | 1                           | 0600H- 1800H (12 HRS) Mon-Sun |
| 5. Ground Floor Lobby  | 1                           | 0600H-1800H (12 HRS) Mon-Fri  |
| 6. 17 <sup>th</sup> Floor Office of the President                | 1                           | 0600H-1800H (12 HRS) Mon-Fri  |
| 7. Basement 1  | 1                           | 0600H- 1800H (12 HRS) Mon-Fri |
| 8. Basement 2 Parking Assistant                                  | 1                           | 0600H-1800H (12 HRS) Mon-Fri  |
| 9. Basement 2 Parking Entrance                                   | 1                           | 0600H- 1800H (12 HRS) Mon-Sun |
| 10. 7 <sup>th</sup> Floor  | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 11. 8 <sup>th</sup> Floor  | 1 :                         | 0600H-1800H (12HRS) Mon-Sun   |
| 12. 9 <sup>th</sup> Floor  | 1 ,                         | 0600H-1800H (8 HRS) Mon-Sun   |
| 13. 10 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (8 HRS) Mon-Sun   |
| 14. 11 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 15. 12 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 16. 14 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 17. 15 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 18. 16 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 19. 17 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 20. 18 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 21. 19 <sup>th</sup> Floor                                       | 1                           | 0600H-1800H (12 HRS) Mon-Sun  |
| 22. CCTV Operator  | 1 ,                         | 0600H-1800H (12 HRS) Mon-Sun  |
| 23. Basement 2 Parking Entrance                                  | 1                           | 1800H-0600H (12 HRS) Mon-Sun  |
| 24. 7 <sup>th</sup> & 8 <sup>th</sup> Floor                      | 1                           | 1800H-0600H (12 HRS) Mon-Sun  |
| 25. 9 <sup>th</sup> & 10 <sup>th</sup> Floor                     | . 1                         | 1800H-0600H (12 HRS) Mon-Sun  |
| 26. 11 <sup>th</sup> & 12 <sup>th</sup> Floor                    | 1                           | 1800H-0600H (12 HRS) Mon-Sun  |
| 27. 14 <sup>th</sup> Floor                                       | 1                           | 1800H-0600H (12 HRS) Mon-Sun  |
| 28. 15 <sup>th</sup> & 16 <sup>th</sup> Floor                    | 1                           | 1800H-0600H (12 HRS) Mon-Sun  |
| 29. 17 <sup>th</sup> , 18 <sup>th</sup> & 19 <sup>th</sup> Floor | 1 \                         | 1800H-0600H (12 HRS) Mon-Sun  |
| 30. CCTV Operator  | 1 '                         | 1800H-0600H (12 HRS) Mon-Sun  |
| TOTAL:   | 30 GUARDS                   |                               |

2. WAREHOUSE, ROSARIO & PINAGBUHATAN, PASIG CITY

| NAME/LOCATION OF POST | NUMBER OF<br>GUARDS | SHIFT                        |
|-----------------------|---------------------|------------------------------|
| 31. Records Warehouse | 1                   | 0600H-1800H (12 HRS) Mon-Sun |
| 32 Records Warehouse  | 1                   | 1800H-0600H (12 HRS) Mon-Sun |
| 33. Motorpool         | 1                   | 0600H-1800H (12 HRS) Mon-Sun |
| 34. Motorpool         | 1                   | 1800H-0600H (12 HRs) Mon-Sun |
| TOTAL:                | 4                   |                              |

3. PHILHEALTH LOT, EAST AVENUE, QUEZON CITY

| S. F. Harten and J. Land I. (College City) |                  |  |
|--|------------------|--|
| NAME/LOCATION OF POST                      | NUMBER OF GUARDS | SHIFT  |
| 1. Philhealth Site                         | 1                | 0600H-1800H (12 HRS) Mon-Sun   |
| 2. Philhealth Site                         | 1                | 0600H-1800H (12 HRS) Mon-Sun   |
| 3. Philhealth Site                         | 1                | 1800H-0600H (12 HRS) Mon-Sun   |
| 4. Philhealth Site                         | 1                | 1800H-0600H (12 HRS) Mon-Sun   |
| TOTAL:                                     | 4                | The state of the s |

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#### **Equipments:**

#### A. FIREARMS

- Seven (7) units of 9MM Pistol with 7 rounds of ammos per unit
- Thirty (30) units of cal 38 revolver with 6 ammos per unit.

#### **B. RADIO**

- @One (1) unit of Base Radio
- Twenty Five (25) units of Handheld Radio Transceivers with individual chargers, earphone and spare battery pack (UHF or VHF capable)

#### C. VEHICLES

- One (1) unit Motorcycle
- One (1) unit Four Wheel Vehicle

#### D. OTHER EQUIPMENTS

| <ul> <li>Ostrich Mirror (vehicle inspection)</li> </ul> | - 3 units         |
|---|-------------------|
| Metal Detector  | - as maybe needed |
| Reflectorized Traffic Vests                             | - 6 pcs           |
| Rechargeable Search Light                               | - 4 units         |
| Bullhorn  | - 2 pcs           |
| <ul> <li>Heavy duty umbrellas</li> </ul>                | - 8 pcs           |
| CCTV Cameras  | - 23 units        |

#### Office Basic Supplies (Assorted)

| • | Office Furniture     | - as required             |
|---|----------------------|---------------------------|
| • | Computer and printer | - One set for Head Office |
| • | Batteries            | - as required             |
| • | Logbook              | - as required             |
| • | Bond Papers          | - as required             |
| • | Ball Pen             | <br>- as required         |

#### V. COMMAND AND SIGNAL:

#### Signal:

1. One (1) unit of Base Radio is installed at the security office of CSA which shall be determined by the procuring entity and the agency as well. Twenty Five (25) units of handheld radios are issued to different posts of Philhealth Head Office and its satellite facilities/installation. Security Officers are also equipped with Cellular Phones for quick communication in case of any untoward incident/s or emergencies.

2. Existing call signs at Philhealth Head Office and satellite facilities and installation shall be utilized.

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#### **Duress Code/Signal:**

- 1. Two (2) Long whistles = Incoming Armed Group at AOR. Radio Password = Raptor, Raptor.
- 2. Successive Whistles = On going attack by armed group. Radio Password = Defcon, Defcon (Note: Warning Shots are no longer allowed by authorities please refer to the SAGSD Memo on Security Services Operational Procedures or "SSOP")

#### Command:

- 1. The Detachment Commander will use the Security Office as his Base of Operation and in his absence the designated Assistant Detachment Commander or his Supervisor will assume command.
  - 2. Over -all Administrative Control will be at Catalina Security Agency Headquarters at # 626 G. Araneta Avenue, Quezon City. Command protocol should be observed from lower echelon to higher echelons and vice versa.

PLACIDO Q. URBANES III General Manager

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### ANNEX "A" - EMERGENCY PROCEDURES:

Security personnel are trained to act during disasters whether manmade or natural calamity. Below are the procedures to be followed during these different disasters.

#### A. FIRE:

The following shall be implemented:

Upon discovery of fire, responding guard shall first determine the cause or severity of fire. If the fire is still small the guard may resort to the immediate use of the fire extinguisher installed in the area. He shall determine the kind of fire extinguisher he shall use for specific type of fire. In using fire extinguisher the guard shall remember the word "PASS". P-pull the pin, A- aimed the nozzle, S – Squeeze and S – sweep to the base of the fire until it is totally covered.

If the fire cannot be stopped, the guard shall immediately sound the alarm. Guards who heard this alarm shall immediately initiate the following:

- Call help from other employees or the Fire Brigade.
- Immediately switch off the main switch.
- Immediately inform the designated responsible person of the company.
- Call the nearest fire department.
- Secure all entrance and exit doors and allow no one to enter the building except those authorized.
- All emergency exits shall be opened.
- Identify and prepare safe place for evacuation, if necessary.
- Observe any suspicious looking individual for possible identity of suspect for intentional setting of fire.
- Prevent entry of looters.
- Record the event of fire from time to time, e.g. color of smoke, speed of fire scattered in the scene and the origin of fire. This will help fire investigator in locating possible evidence left in the area.
- Secure all company properties.

After the fire is contained, guards will only allow anyone to enter (except authorized) the building after it is declared safe by the fire department or fire brigade.

#### B. TYPHOONS:

Typhoons can be known/ monitor through news reports. This kind of calamity may sometimes cause the loss of properties and even lives. Security personnel of CSA must follow these instructions;

1. Observe the surroundings and detect possible danger from falling branches or any object place from a higher ground.

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- 2. If the water level increased, check if the electrical plug can be reached by water, if so, inform the maintenance section for them to switch-off the power line.
- 3. Prepare all emergency lights for possible power cut-off.
- 4. Locate possible place for evacuation in case the situation worsen.
- Monitor any radio news report to be up-dated of the situation.
- 6. Contact Catalina Security Agency Headquarters reaction and rescue team if needed.
- 7. After the typhoon, request maintenance section to inspect all electrical lines,

#### C. EARTHQUAKES:

Earthquakes are natural hazards and it cannot be predicted as of now, therefore our priority concern here is to set in place procedures of how we can help prevent the damage to a minimum level:

- 1. During earthquakes one must remain calm and avoid panic.
- 2. When one is inside the building he or she should avoid using the elevator because chances are there might be power failures and you might be trapped inside.
- Stay away from electrical cables and wires because this might erupt and can cause you electrical shock.
- 4. If necessary stay under the table or any thing that would give your head ample protection from falling debris.
- 5. Guard on post must immediately assist to the best of his ability to protect and evacuate to a safer area the concerned VIP's and employees of the procuring entity.
- 6. Send immediately those employees hurt in the course of the quake to a nearest hospital.
- Search for other persons left in the building after evacuation and report all damages of properties and injured persons to the Internal Security personnel of PHIC as well as to the agency.

#### D. BOMB THREAT:

- Bomb threats are usually received through telephone, experts says that 99 percent
  of which is negative and only 1% is positive which is dangerous if it is true. In this
  kind of situation, precautionary measure shall be immediately initiated.
- In case of bomb threat, the following shall be initiated by Catalina Security Force assigned at client properties;
- Immediately inform the President of the company or the designated disaster chief.

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- Security Supervisor shall standby at the phones, receive the call and shall take note
  of the following as stated below when another call is received. Encourage the caller
  to talk and if possible ask the caller the location where the bomb is place.
  - b.1. The sex of the caller
  - b.2. Analyze if the caller is serious of what he or she is saying.
  - b.3. The background noise of the telephone.
  - b.4. Other matters that will lead to identify, locate the caller.
- Coordinate with the local law enforcement authorities and also call the PNP bomb disposal units. Inform also the fire department.
- Tighten security measure by implementing luggage control and body frisking.
- Cordon the place that is being identified by the caller where the bomb is possibly planted.
- Conduct the immediate search of the area, if there is still enough time as can be determined from the last call of the caller.
- If the bomb is found, do not touch it. Cordon the area, since we cannot be assured of tiny wires that may lead to the bomb explosion.
- Evacuate people in the nearby place that may not be reached by the explosion.
- If the bomb squad defuses the bomb, initiate a search for the second time to clear the area before allowing anybody to enter the place.

#### E. REPORTED LOSS and INCIDENT OF THEFT / ROBBERY CASES:

- Upon receiving a complaint from client on loss of properties, the supervisor will immediately proceed to the scene of the crime for possible preservation and recovery of traces of evidence.
- 2. If possible photograph the scene, but do not touch anything. Remember the acronym "MAC" meaning do not Mutilate, Alternate or Contaminate the pieces of evidence/s left behind in the scene of the crime.
- 3. List down personnel present during the discovery of the loss.
- 4. Conduct initial inquiry and interview other personnel that may have knowledge about the case.
- 5. Summon assistance from agency investigators if the need arises.
- 6. Blotter the incident with the nearest Police Station that has jurisdiction of the place.
- 7. Prepare Incident Report and submit the same to Catalina Security Head Office for proper coordination as well as for the agency to conduct a parallel

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investigation of the case if ever Police or other Law Enforcement Agencies has already taken up the initiative.

- 8. Pocket-able and personal items that are not covered by inventory list and are not duly turned-over to the guards on duty shall not be a liability of the agency or the guards on duty when such incident/s of losses occurred. These shall include but not limited to the following items: Wallet containing cash or cash itself, Personal Jeweiries, Cellular Phones and Digital Cameras, IPOD Player, Personal DVD/CD Players, Sony Play Station, Laptops etc.
- 9. The agency shall be liable for any loss, injury or damage to life and/or property within the premises and all the contents thereof provided when such could have been avoided/prevented had the agency guard(s) not been negligent and/or remiss in the performance of their assigned duties and responsibilities; provided, that such loss, injury or damages shall be reported in writing by the Phillippine Health Insurance Corporation Head Office (head of installation/authorized representative or it's security officer) to the Agency through any of the guards assigned with the Philhealth Head Office and its satellite facilities/installation within (48) forty-eight hours from the time of the discovery of such loss, injury or damage/s incurred.

#### F. PICKET/STRIKE:

In the event of any projected strike or work stoppage in a company the following courses of action will be implemented:

#### Pre-strike Procedure:

- The Shift In- Charge and the Security Office of the client are enjoined to exert their utmost effort to distract any possible plans that the striking group union contemplates to undertake.
- 2. Gather information to identify the leaders of the union and the demands and complaints of labor Union against the management. Collect possible issues involving points of compromise advanced by management, the attitude of the labor and management and the number of persons and sympathizers of the striking labor.
- 3. Determine whether the impending strike is purely the result of a legitimate labor dispute or merely a front to create commotion and discontent.
- 4. Conduct a reconnaissance of the whole area or areas to be covered by PNP and security personnel and plan probable troop disposition, and screen personnel to be utilized for duty in case the strike materialized.

#### On the Course of Strike:

- 1. Notify the management or its authorized representatives.
- 2. Keep in constant contact with Management for further instruction.

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- 3. Request for additional security guards to reinforce perimeter guards to prevent possible looting, sabotage and vandalism.
- 4. Coordinate with management regarding the need for detail of PNP in the strike area to maintain peace and order. Arrange with management for subsistence and allowances and such other logistics needs as may be required.

#### G. ACTION PLAN FOR NORMAL AND EMERGENCY SITUATION:

- 1. For normal situation the normal procedures shall apply for the traffic enforcement and procedures being carried out by the management and as well as the contracted agency in the area.
- 2. For emergency situation like a demonstration or rally being held within the premises or compound of client, the management in close coordination with the CSA, will initiate action that will pre-empt a condition of chaos or mob in the area. For instance, at the request of the management, CSA will immediately dispatch a number of guards to control the crowd especially those who would want to enter deliberately the compound in order to sow chaos and disorderly conduct and paralyze the operation of the various offices of the client.
- 3. During emergency situation, all off- duty guards shall be utilized to help in the on going disturbances that will primarily depend on the number of men available for help.
- 4. This emergency force or augmentation force will be under the supervision of the Internal Security Office of the client as well as the agency.
- 5. Prior to posting of guards at the client properties, in the eventual winning of the award for security services in the area, CSA will normally give briefings on how to operate a power generator in case of power failure will affect their area of responsibility.
- 6. Supervisors and guards will coordinate with the management of Philhealth if in case the nature of power failure is sabotage

#### H. HOSTAGE SITUATION:

Hostage situation is a complicated case that is already beyond the competency of any guard, so we normally course the handling of the case to the PNP or other law enforcement agencies with expertise in this kind of situation. However, the guard in the area of responsibility having this kind of situation can help by doing the following things;

- 1. The guard will immediately inform the management and the nearest PNP unit of the hostage situation for immediate help.
- 2. The guard must keep the line of communication open for the hostage taker and if necessary the hostage victim in order to determine the motive and wants of the hostage taker.

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3. Guard must avoid being to reckless and avoid any confrontational approach with the suspect.

4. Guard on duty must not allow other people to intervene with the situation because of the possibility of making the situation much worse. Remember they are not expert in Crisis Management. He must cordon the area for any persons not involve in the crisis Management team until the arrival of the PNP team.

Guard must coordinate with the Law Enforcement and Crisis Management Team for any information that will be of value to the responding team.

#### I. COUP D' ÉTAT:

- 1. This is a situation of national concern hence, beyond the control of security. However, the security force posted in the different areas must not cooperate with the rebel group. The guard on duty must immediately inform the management and as well as the agency or his officers immediately on any threat from rebel forces.
- 2. Since, this is a priority concern, the management must have special courses of action in evaguating their employees and the safeguard of their VIP's of which client will be of great help. The posted guards will immediately sound the alarm or call for emergency situation and thru the used of his service transceivers he can immediately relay the message of concern.
- 3. In case the rebel group have intruded the building, the guard on post and all available off duty guards and Officers will immediately wait for directive by the Management thru its internal Security personnel, and since the security force is directly under the CSG of the PNP and by nature is a para-military unit therefore, it can be activated by the higher headquarters to act and support the AFP in times of emergency.

In case of emergencies, man-made or natural, liaison and coordination shall be with the local civil authorities, police and the fire department. Contact CSA SECURITY AGENCY HQS If additional back-up guards are needed.

#### **OTHER SERVICES:**

Catalina Security Agency on its account shall provide additional services to the Philippine & Health Insurance Corporation Head Office and Satellite Facilities/installation namely:

- Random inspection of the guards on post by designated agency inspectors;
- Investigate reports on CSA personnel irregularities in connection with their service/work, including investigation on reported losses. This task is handled by our investigators duly accredited by the PNP-SOSIA (formerly SAGSD);
- Troop inspection and education on quarterly and periodic basis of all security guards to acquaint them on policies, guidelines and instructions of the client;
- In-service training program and seminars of security personnel;

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- Periodic coordination meeting by the agency representative to the management of Philhealth.
- Security Specialist from CSA Main Office will also conduct random Security Risk Assessment aside from the Risk Assessment of the detailed detachment commander, to evaluate the existing security measures and provide recommendations in case system changes are needed;
- Continuous intelligence networking by soliciting information from within the areas to detect any criminals operating near the areas, in coordination with the law enforcement authorities;

This security plan will take effect immediately after Catalina Security Agency had properly deployed its security personnel to the Philippine Health Insurance Corporation Head Office and its satellite facilities / installation.

**PLACIDO Q. URBANES III** 

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**General Manager** 

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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 <u>SCC</u>.
  - (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.

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Unless otherwise provided in the <u>SCC</u>, 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:

"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.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the derimment 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 barming 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

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 pearly to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity of any foreign government/foreign or international financing institution herein.

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- (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.

#### 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 <u>SCC</u>, 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 <u>SCC</u> 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 <u>SCC</u>.

#### 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.

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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 <u>SCC</u> 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 <u>SCC</u>, 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:

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- (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 <u>SCC</u> 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

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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.

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#### 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 <u>SCC</u> 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

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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

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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 contact 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.

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- 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 merit 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:
    - 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

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- (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.

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## Section V. Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 1.1(g)     | The Procuring Entity is Philippine Health Insurance Corporation.  |
| 1.1(i)     | The Supplier is [to be inserted at the time of contract award].   |
| 1.1(j)     | The Funding Source is: Corporate Operating Budget for CY 2014 based on a Multi-Year Obligational Authority as approved by the President and CEO being the Approved Budget for the Contract (ABC) in the amount of Fourteen Million Five Hundred Eighteen Thousand Nine Hundred Ninety One Pesos (PhP14,518,991.00) for the first year only. |
| 1.1(k)     | The Project Site is at PhilHealth Central Office  |
| 5.1        | The Procuring Entity's address for Notices is: MELINDA C. MERCADO, Senior Vice-President, Chief Management Executive and BAC-GS Chairperson, Room 1003, 10th Floor CityState Centre, 709 Shaw Boulevard, Pasig City   |
| 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.  |

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#### Republic of the Philippines PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City Healthline 441-7444 www.philhealth.gov.ph



#### BID BULLETIN NO. 01 (ITB NO. SSCO 2014-006-GS) BIDDING FOR THE PROCUREMENT OF SECURITY SERVICES FOR CENTRAL OFFICE FOR THREE (3) YEARS

In accordance with Republic Act 9184 (RA 9184), the result of the Pre-bid Conferences held on 3 and 16 June 2014 is hereby issued. The following provisions or items in the Bidding for the Procurement of Security Services for Central Office for Three (3) Years (ITB No. SSCO 2014-006-GS) is hereby clarified, viz:

|  |   | PROVISION                            |  | AMENI   | MENT/C                                     | LARIFICA   | TION  | Y   |
|--|---|--------------------------------------|--|---|--|--|---|-----|
|  | Bid Form  |                                      | Bid Form                                       |   |  | -  |   |     |
|  | PARTICULARS   | COST per guard<br>(Inclusive of VAT) | Total Cost<br>(Inclusive of<br>VAT)            | PARTICULARS                                   | COST per<br>guard<br>(Inclusive<br>of VAT) | Total Cost - First Year (multiplied to number of guards) | Total Cost - Three (3) Years (multiplied by three (3) | 100 |
|  | TOTAL<br>(In words)   |                                      |  |   | :  | (Inclusive<br>of VAT)                                    | Years)<br>(Inclusive<br>of VAT)                       | 1   |
|  | (III words)   |                                      |  | 7 days/week; 12<br>hours/day<br>(without NSD) |  |  |   |     |
| 1  |   |                                      |  | 7 days/week; 12<br>hours/day (with<br>NSD)    |  |  |   |     |
|  |   |                                      |  | 5 days/week; 9<br>hours/day<br>(without NSD)  |  |  |   |     |
|  |   |                                      |  | (In words)                                    |  |  |   | M   |
|  |   |                                      |  | For the revise                                |  | -  |   |     |
|  |   |                                      | submitted in                                   |   |  |  |   |     |
|  |   |                                      |  | of the origin                                 |  |  | hed to t  | he  |
|  |   |                                      |  | purchased bid                                 |  |  |   |     |
|  | Page 39 of 57 – B<br>   | idding Documents                     |  | Page 39 of 57                                 | – Bidding                                  | Documents  | 8   |     |
|  | 4. Investigative an   | id Surveillance Equi                 | pment  | 4. Investigative                              | and Survei                                 | llance Equip   | ment  |     |
|  |   |                                      |  | shall prov                                    |  |  |   |     |
| 2  | equipment for monitoring purposes of the daily                                  |                                      | equipment for monitoring purposes of the daily |   |  |  |   |     |
| İ  | activities of the Corporation such as Surveillance Cameras and Metal Detectors. |                                      | activities of the Corporation such as twenty-  |   |  |  |   |     |
| Cameras and Metal Detectors. three (23) units Surveillance Camera number of Metal Detectors as |   |                                      |  |   |  |  |   |     |
|  | necessary.  |                                      |  | >   | io may                                     | 20   |   |     |
|  |   |                                      |  | •   |  |  |   |     |

Bidding Documents

Instructions to Bidders

Clause 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the Bangko Sentral ng Pilipinas (BSP) as authorized to issue such financial instrument.

Bidding Documents Instructions to Bidders Clause 12.1(a)(v)

- 12. Documents Comprising the Bid: Eligibility and Technical Components
- 12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:
- (a) Eligibility Documents Class "A" Documents
- (v) NFCC computation or CLC in accordance with ITB Clause 5.5

Bidding Documents
Instructions to Bidders

Clause 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

#### Where:

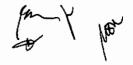
K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The values if the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

Bidding Documents Instructions to Bidders Clause 12.1(a)(v)

- 12. Documents Comprising the Bid: Eligibility and Technical Components
- 12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:
- (a) Eligibility Documents Class "A" Documents
- (v) NFCC computation in accordance with ITB Clause 5.5

3



#### Section II. Instruction to Bidders

Clause 12.1(a)

Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents

Class "A" Documents

(v) NFCC Computation or CLC in accordance with ITB Clause 5.5;

#### Clause 29.2

4

Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

- (a) Tax clearance per Executive Order 398, Series of 2005;
- (b) Latest income and business tax returns in the form specified in the BDS;
- (c) Certificate of PhilGEPS Registration; and
- (d) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

#### Section II. Instruction to Bidders

Clause 12.1(a)

Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents

Class "A" Documents

- (v) NFCC Computation in accordance with ITB Clause 5.5;
- (vi) Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the

#### Clause 29.2

Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BA that it submitted the LCB, the Bidder shall submit the following documentary requirements:

- (a) Latest income and business tax returns in the form specified in the **BDS**;
- (b) Certificate of PhilGEPS Registration; and
- (c) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

|        | Clause 12.1(b)(i)   | Clause 12.1(b)(i)   |  |  |  |  |
|--------|---|---|--|--|--|--|
| i<br>I | Unless otherwise indicated in the <u>BDS</u> , the first envelope shall contain the following eligibility and technical documents:  | Unless otherwise indicated in the <u>BDS</u> , the first envelope shall contain the following eligibility and technical documents:  |  |  |  |  |
|        |   | ]   |  |  |  |  |
|        | (b) Technical Documents   | (b) Technical Documents   |  |  |  |  |
|        | (i) Bid Security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:  | (i) Bid Security in accordance with ITB Clause 18. If the Procuring Entity requires the bidders to submit the bid security in the form of:  |  |  |  |  |
|        | Clause 18.1   | Clause 18.1   |  |  |  |  |
| 5      | The bid security in the amount stated in the <u>BDS</u> shall be equal to the percentage of the ABC in accordance with the following schedule:  | The procuring entity shall prescribe in the BDS the acceptable forms of bid security that bidders may opt to use, which shall include the Bid Securing Declaration and at least one (1) other form, the amount of which shall be equal to a percentage of the |  |  |  |  |
|        | •••   | ABC in accordance with the following schedule:  |  |  |  |  |
|        | For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial instrument. | For biddings conducted by LGUs, the procuring entity may also require bidders to submit bid securities in the form of   |  |  |  |  |
|        | Bid Data Sheet  | Bid Data Sheet  |  |  |  |  |
|        | Clause 18.1   | Clause 18.1   |  |  |  |  |
|        | The bid security shall be in the following amount:  | The bid security shall be limited to Bid Securing Declaration and at least one (1) other form in accordance with the following amount:  |  |  |  |  |
|        | 3. Any combiniation fo the foregoing proportionate to the share of form with respect to total amount of security.   | 3. Any combiniation fo the foregoing proportionate to the share of form with respect to total amount of security.   |  |  |  |  |
| 6      | The range of the administrative fee will be from ten percent (10%) to twenty four percent (24%) consistent with the Department of Labor and Employment (DOLE) and PADPAO guidelines.  |   |  |  |  |  |
| 7      | There will be no rounding-off of digits in the Total Bid Price. The BAC-GS will only consider up to two decimal places (.112 and .116 are a tie).   |   |  |  |  |  |
| 8      | For the preparation of the Security Plan, the date of inspection of Central Office, Pinagbuhatan and Rosario, Pasig Warehouses and PHIC Lot in Quezon City shall be as agreed upon during the Pre-Bid Conference.   |   |  |  |  |  |
| 9      | For the matrix indicating detailed computation for amounts due to security guards, please see attached Annex "B" of this Bid Bulletin.  |   |  |  |  |  |
| 10     | Current NCR wage rate shall be applied.   |   |  |  |  |  |
| 11     | Audited Financial Statement for CY2012 OR CY2013 shall be submitted.  |   |  |  |  |  |



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Warranty Security for the procurement of goods does not apply in cases of contracts solely for performance of general support services per the Government Procurement Policy Board (GPPB) Non-12 Policy Memo (NPM) 064-2013.

For the amended Omnibus Sworn Statement per the Government Procurement Policy Board (GPPB) 13 Resolution No. 22-2013, please see attached Annex "C" of this Bid Bulletin.

The deadline for submission of bid proposals will be on 30 June 2014, 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 30 June 2014 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 30 June 2014.

Issued this 20th day of June 2014.

SVP MELINDA C. MERCADO Chairperson

**VP GREGOŘ** O C. RULLODA Member

OIC-VP ISRAEL FRANCIS A. PARGAS, MD Member

SM NARISA PORTIA J. SUGAY, MD Member

> SM CHONA S. YAP Membe

SM MARIÓ S. MATANGUIHAN Member/End-User



## Bid Form

|   |   | Date:  |  |
|---|---|--|--|
|   |   | Invitation to Bid No.:   |  |
| The Chairperson<br>Bids and Awards Committee<br>PHILHEALTH                        | :   |  |  |
| Gentlemen and/or Ladies:  |   |  |  |
| which is hereby duly acknow   | ledged, we, the under                         | signed, offer to supply/deliver  | es [insert numbers], the receipt of<br>//perform Security Services for<br>ents for the sum stated hereunder: |
| PARTICULARS   | COST per guard<br>(Inclusive of VAT)          | TOTAL COST - First Year<br>(multiplied to number<br>of guards)<br>(Inclusive of VAT) | TOTAL COST - Three (3) Years<br>(multiplied by three (3) Years)<br>(Inclusive of VAT)                        |
| 7 days/week; 12 hours/day<br>(without NSD)<br>7 days/week; 12 hours/day           |   |  |  |
| (with NSD) 5 days/week; 9 hours/day (without NSD)                                 |   |  |  |
| TOTAL<br>(In words)   |   |  | ·  |
| in the Schedule of Requirem  If our Bid is accepted                               | ents.<br>, we undertake to pro                |  | with the delivery schedule specified the form, amounts, and within the                                       |
| times specified in the Biddin  We agree to abide by  it shall remain binding upon | this Bid for the Bid V                        | alidity Period specified in <u>BD</u> :<br>ed at any time before the expir           | E provision for ITB Clause 18.2 and ration of that period.   |
| Until a formal Contra<br>your Notice of Award, shall                              | ct is prepared and exe<br>be binding upon us. | ecuted, this Bid, together with  | your written acceptance thereof and  |
| We understand that y  | ou are not bound to a                         | accept the lowest or any Bid yo  | u may receive.   |
| We certify/confirm the Documents.   | nat we comply with th                         | e eligibility requirements as pe   | r ITB Clause 5 of the Bidding  |
| Dated this  | day of  |  |  |
| [signature]   |   | [in the capacity of]   |  |
| Duly authorized   | to sign Bid for and o                         | n behalf of  |  |

**\*** \

4



| Cost Breakdown for Security Services for Central Office |   |                                    |           |  |
|---|---|------------------------------------|-----------|--|
|   | 7/days12/hours<br>(3DayShift SilvayShift) | 7/dave12/hours<br>- Nicht Shift 22 |           |  |
| Daily wage "DW"   | 451                                       | 451                                | 451       |  |
| :   | 15.00                                     | 45.00                              | 45.00     |  |
| Daily COLA  | 15.00                                     | 15.00                              | 15.00     |  |
| No. of Working Days per year                            | 393.5                                     | 393.5                              | 261       |  |
| Schedule 1  |   |                                    |           |  |
| Basic Pay Per Month                                     | 14,789.04                                 | 14,789.04                          | 9,809.25  |  |
| COLA  | 491.88                                    | 491.88                             | 326.25    |  |
| 13th Month  | 1,143.16                                  | 1,143.16                           | 817.44    |  |
| Overtime  | 9,332.88                                  | 9,332.88                           | 5,778.44  |  |
| Night Differential                                      | -   | 1,478.90                           |           |  |
| 5 Days Incentive  | 194.17                                    | 194.17                             | 194.17    |  |
| Uniform allowance                                       | 100.00                                    | 100.00                             | 100.00    |  |
| Amount Directly Payable to<br>Guard                     | 26,051.12                                 | 27,530.03                          | 17,025.54 |  |
| Schedule 2  |   |                                    |           |  |
| Gov't Payments for                                      |   |                                    |           |  |
| Guards  |   |                                    |           |  |
| SSS   | 1,178.70                                  | 1,178.70                           | 1,178.70  |  |
| PhilHealth  | 187.50                                    | 187.50                             | 125.00    |  |
| State Insurance Fund                                    | 30.00                                     | 30.00                              | 10.00     |  |
| Pag-Ibig Fund   | 100.00                                    | 100.00                             | 100.00    |  |
| Total Payments to Gov't                                 | 1,496.20                                  | 1,496.20                           | 1,413.70  |  |
| TOTAL AMOUNT  | 27,547.32                                 | 29,026.23                          | 18,439.24 |  |
| Agency Fee (%)  |   |                                    |           |  |
| Vat (12% of Agency Fee)                                 |   |                                    |           |  |
| Sub-total   |   |                                    |           |  |
| Minimum Contracted                                      |   |                                    | -         |  |
| Amount per Guard  |   |                                    |           |  |



#### **Omnibus Sworn Statement**

| REPUBLIC OF THE PHILIPPINES | )      |
|-----------------------------|--------|
| CITY/MUNICIPALITY OF        | ) S.S. |

#### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

#### 1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor of [Name of Bidder] with office address at [address of Bidder];

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

#### 2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for the procurement of Security Services for Central Office for Three (3) Years [ITB No. SSCO 2014-006-GS] of the Philippine Health Insurance Corporation,

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the PhilHealth or its duly authorized representative(s) to verify all the documents submitted;

#### 6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Head of the PhilHealth, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

Shaido 2. Whame & no

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of PhilHealth, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the PhilHealth, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- [Name of Bidder] complies with existing labor laws and standards;
- [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project];
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

| IN WITNESS WHEREOF, I have hereunto, Philippines. | set my hand this day of, 20 at               |
|---|--|
|   |  |
|   | Bidder's Representative/Authorized Signatory |
| Ø   | TURAT]                                       |

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#### Republic of the Philippines PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City Healthline 44; -7444 www.philhealth.gov.pti



NOTICE OF AWARD

Procurement of Security Service for Central Office for Three (3) Years

(ITB No. SSCO 2014-008-GS)

Date of Issuance:

D 5 AUG 2014

MS. MARGIE A. BAUTISTA/SHERYL U. SILVA CATALINA SECURITY AGENCY

626 G. Araneta Avenue, Quezon City Tel. No.: 742-2701/732-0240

Fax No.: 742-5022

Dear Ms. Bautista/Silva:

We are pleased to notify you that your Bid Proposal on June 30, 2014 for the Procurement of Security Service for Central Office for Three (3) Years for execution by CATALINA SECURITY AGENCY at the Contract Price equivalent to Thirteen Million Three Hundred Seventy One Thousand Two Hundred Seventy Eight Pesos and Forty Centavos (PhP13,371,278.40) 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,

àforme:

SECURITY AGENCY

Date: AUNW

teamphilhealth



www.facebook.com/PhilHealth





#### Republic of the Philippines PHILIPPINE HEALTH INSURANCE CORPORATION

Citystate Centre Building, 709 Shaw Boulevard, Pasig City Healthline 441-7444 www.philhealth.gov.ph



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BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES (BAC-GS) RESOLUTION NO. <u>080</u>, S. 2014

RESOLUTION RECOMMENDING THAT THE CONTRACT FOR THE PROCUREMENT OF SECURITY SERVICES FOR CENTRAL OFFICE FOR THREE (3) YEARS UNDER ITB NO. SSCO 2014-006-GS BE AWARDED IN FAVOR OF CATALINA SECURITY AGENCY 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. SSCO 2014-006-GS) during the period May 27 to June 3, 2014;

WHEREAS, the Approved Budget for the Contract (ABC) of the subject procurement is in the amount of Fourteen Million Five Hundred Eighteen Thousand Nine Hundred Ninety One Pesos (PhP14,518,991.00) 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) Mustang 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) Odin Security Agency;

WHEREAS, during the Opening of Bids on June 30, 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 and arrived at the following results:

| Proponents  | Evaluation Results   |  |
|---|--|--|
| 1. Catalina Security Agency                       | Lowest Calculated Bid (LCB)<br>PhP 13,371,278.40                 |  |
| 2. Mustang Security Agency, Inc.,                 | 3rd Lowest Calculated Bid (LCB)<br>PhP 13,738,867.32             |  |
| 3. Masada Security Agency, Inc.                   | Disqualified   |  |
| 4. Achievers Security Agency, Inc.                | Disqualified   |  |
| 5. Lockheed Security & Investigation Agency, Inc. | 4th Lowest Calculated Bid (LCB)<br>PhP 13,738,870.32             |  |
| 6. Optimum Security Services, Inc.                | 2 <sup>nd</sup> Lowest Calculated Bid (LCB)<br>PhP 13,713,966.36 |  |
| 7. Odin Security Agency, Inc.                     | 5th Lowest Calculated Bid (LCB)<br>PhP 13,738,871.40             |  |

WHEREAS, based on the above results, Catalina Security Agency was declared as the bidder with the Lowest Calculated Bid (LCB) to be subjected to post-qualification;

WHEREAS, before proceeding with the post-qualification, the BAC-GS with assistance of TWG-A conducted financial bid evaluation of all eligible bidders and arrived at the conclusion, to quote:





"Upon assessment and re-computation of the submitted financial proposals of the qualified bidders, it is determined that the bid proposal of Catalina Security Agency is the Lowest Calculated Bid. xxx"

WHEREAS, during the BAC-GS meeting held on July 8, 2014, the TWG presented the corresponding Post-Qualification Evaluation Report to the BAC-GS on Catalina Security Agency with the recommendation that said bidder be "post-qualified" and be declared as the Lowest Calculated Responsive Bid (LCRB) on the following ground, to quote:

"Base on the post-qualification inspection and evaluation conducted vis-à-vis the Bidding Documents submitted by the bidder <u>Catalina Security Agency</u> on the Procurement of Security Services for the Central Office for Three (3) Years (ITB No. SSCO 2014-006-GS), the BAC-GS TWG A has found them to be compliant with the requirements and conditions as specified in the Bidding Documents for the subject procurement and it is therefore submitted that its Bid proposal should be declared as: **RESPONSIVE**"

WHEREAS, the BAC-GS concurred with the recommendation of the TWG to declare Catalina Security Agency as the bidder with the Lowest Calculated Responsive Bid (LCRB);

NOW, THEREFORE, premises considered, the BAC-GS resolves, to declare Catalina Security Agency as the bidder with the Lowest Calculated Responsive Bid (LCRB) and recommend that the contract for the Procurement of Security Services for Central Office for Three (3) Years (ITB No. SSCO 2014-006-GS) be awarded to the said bidder.

IT IS SO RESOLVED.

Signed this 8th day of July, 2014 at Pasig City.

SVP MELINDA C. MERCADO

Chairperson

PATTY. GERMAIN G. LIM

Vice-Chairporson

VP GREGORIO C. RULLODA

Member

OIC-VP IBRAEL FRANCIS A. PARGAS, MD

Membe

SM NARISA PORTIAJ. SUGAY, MD

Member

5 Merido 2 Wlanes & -of

SM MARIO S. MATANGUIHAN

Member/End-user

[/] APPROVED

DISAPPROVED

[ ] Others

dent and CEO

Resolution Recommending that the Contract for the Procurement of Security Services for Central Office for Three (3) Years under ITB No. SSCO 2014-006-GS be Awarded in Favor of Catalina Security Agency as the Bidder with the Lowest Calculated Responsive Bid (LCRB)

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#### CERTIFIED TRUE XEROX COPY

LEONILA Ř. LANSANGAN SENIOR INSURANCE SPECIALIST LICENSING DIVISION INSURANCE COMMISSION HIGHLY



Republika ng Pilipinas Republic of the Philippines Kagawaran ng Pananalapi Orparamente de Fire de

KOMISYON NG SEGURO INSURANCE COMBISSION

#### KATIBAYAN NG PAGHAMAYKAPANGYARIHAN

CERTIFICATE OF A THORY

### ITO AY PATUNAY na ang ALPHA INSURANCE & SURETY COMPANY, INC.

NG LUNGSOD NG MAYNILA, PILIPINAS

'na isang

1176 Someonly that

pang DI-BUHAY XDXADX

(FIRE, MARINE, CASUALTY & SURETY\*)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas bearing commonly has campled who it is a bear of some

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban villa illuis, algeridlature it saudi norminos valeprisios, dial Lis Leichi, asimte L

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

uri ng seguro na itinakda sa itaas hanggang ikalabindalawa ng hatinggabi, ng ikatatlumpung tra Auss al mourance basiness abor esaf lore retain the engage of the second

araw ng Hunyo, taong dalawampung libo't labing-apat wage I ding . year 2014

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.

so sconger a collect or auspender. In emission

Bilang KATUNAYAN NITO, inilagda ko ang aking pangalan

at ikinintal ang Opisyal na Tatak ng aking Tanggapan and conned wh Orbelo Scar is no alpeco.

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa or the Copies We the Fillipaines, The Surveyor

simula ika-isa ng Hulyo 2013.

efficience in Polich 2000 in

EMMANUEL F. \$00C Insurance Commissioner

december 24, 1949

CERTIFIED

av rosali EMO

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

| •           |           |   |
|-------------|-----------|---|
| PREMIUM     | <b>:₱</b> | • |
| DOC. STAMPS | <b>:</b>  |   |
| EVAT        | :         | : |
| NOTARY FEE  | :         | À |
| OTHERS      | :         |   |
| TOTAL       | P         |   |



1025 San Marcelino St., Ermita, Manila Trunkline 525-1301 / Fax No. 522-6131



## PERFORMANCE BOND

|   | t in the second of the second  |                    |  | /21                         |
|---|--|--------------------|--|-----------------------------|
|   | *<br>*   | ;                  | en e | 3                           |
| KNOW ALL MEN BY THES                    | SE PRESENTS:   | 7                  |  | Ż.                          |
| That we,                                | CATALINA SECURITY AGENCY day of, August  | 1                  | No. 626 G. Aroneta Avi                   | emie Onezon City            |
|   |  |                    |  |                             |
|   | principal and ALPHA INSURANC   |                    |  |                             |
| organized and existing unde             | and by virtue of the Republic of the   | Philippines with   | principal office at Manil                | a, as surety are <b>New</b> |
| & firmly bound untoPH                   | LIPPINE HEALTH INSURANCE CO  | DRPORATION-        | CENTRAL OFFICE                           | 4.9                         |
| of                                      | Citystate Centre Building, 709 &   | baw Boulevard, P   | asig City in the sun                     | n of                        |
|   | FOUR MILLION TWELVE THOUS  | SAND PESOS ON      | TLY (P P                                 | hp4,012,000.00              |
| Philippine Currency, for th             | payment of which sum, well and   | truly to be mad    | e, we bind ourselves, or                 | ur heirs, executors.        |
| • | d assigns jointly and severally, firmly  | •                  |  | R                           |
|   | OF THIS OBLIGATIONS ARE AS   | · · · · ·          |  |                             |
|   | ve-bounden Principal has been required   | .1                 | has this Performance Ro                  | and to fully and            |
|   | rocurement of Security Service for Cer   |                    |  |                             |
|   | MBER 01, 2014 to AUGUST 31, 2015,  |                    |  | 14 1/                       |
| -                                       | dand formed an integral part of this bon   |                    | 1.548                                    | Chi.                        |
| •                                       | istood that this bond does not cover liab  |                    | mployees of the Security A               | Agency that is              |
|   | por code of the Philippines, as well as an   |                    |  |                             |
| -                                       | er, that the liability of the Surety Compa   | •                  |  | - 1                         |
|   | TWELVE THOUSAND (Php4.012,00   | - 1                | •  | \                           |
| This bond shall be o                    | 9  | • ;                |  |                             |
|   |  |                    | The second second                        |                             |
| WHEREAS, said Co.                       | ntract requires said principal to give a   | a good and suffic  | ient bond in the above st                | tated sum to socuro         |
|   | nce on his part of said Contract.  | - 8504 4114 041116 | Tonic bonnia an anciaco ve se            | acca sum to secure          |
| •                                       | if the principal shall well and truly  | nerform and ful    | fill all the undertakings                |                             |
|   | tipulated in said Contract then, this o  |                    |  |                             |
| full force and effect.                  | aparated misard contract their this o  | bligation shan of  | s ijun and void, otherwis                | e, it shall remain in       |
|   | THE ANGE AND CHIPF   | m/ 003/043N/       | 7010                                     |                             |
|   | PHA INSURANCE AND SURE   |                    |  |                             |
|   | and the SURETY of  |                    |  |                             |
|   | tice of claims against the SURETY mi   |                    |  |                             |
|   | te, and failure to do so shall release th  | ie SURETY from     | all liabilities under this l             | bond and shall be a         |
| bar to any action against it.           | <b>.</b><br>↑  |                    |  |                             |
|   |  |                    |  |                             |
|   | NDS, AND SEAL this   | day of             | August                                   | , 20                        |
| at Manila, Philippines.                 | A  |                    |  |                             |
| •                                       | A. Carlotte and the second sec |                    | •  |                             |
| ;                                       | **************************************   |                    |  |                             |
| CATAT THE CECTIONS                      | :<br>::<br>::A CIDADCAS  | <b>ALPHAINSUR</b>  | ANCE AND SURETY C                        | OMPANY, INC.                |
| CATALINA SECURITY                       | AGENCY   |                    | TIN 000-433-024-000-VA                   | AT                          |
| DV. A1.1                                | 6 9//  | DV.                |  |                             |
| BY: Placilo-                            | I Witenel m  | BY:                | mmm                                      |                             |
| PLACIDO Q. U                            |  |                    | MACARIO P. CORPU                         | Z                           |
| \ Principal                             | Manager  | 7/                 | Vice-President Underwritin               | ıg                          |
| / merkan                                |  |                    |  |                             |
| \ \                                     | SIGNED IN THE PI   | KESENCE OF:        | $ \Omega_I$                              |                             |
| M                                       | 9  |                    | $\mathcal{A}$                            |                             |
| ANGELINA'L PERE                         | Z c/o AISCI  | ************       | MA. TERESA M.RIVERA                      | 4 c/o AISCI                 |
| Tin-145-872-638                         |  |                    | Tin: 106-779-321                         |                             |



Room 301 Anita Building Timog Ave. cor. Quezon Ave., Quezon City VAT Reg. TIN: 000-433-024-005

| OFFICIAL RECEIPT No. 37 To aid due liber et al. 20 parte de la contraction de la con | 112069 QC                 |
|--|---------------------------|
| - Cold of the cold | 20                        |
| RECEIVED from CATALINA SECURITY AGENC  | <b>,</b>                  |
|  | ORTY SIX &                |
| EDITORIONISMO (  |                           |
| The state of the s | 78.045.69 )               |
| in navment of the collegender the contact of   | Manual Data Soliton       |
| 1. PREMIUMS:   | Pionon Viamoit            |
| -Fire-Policy No S(13) 116084/60321; HO   |                           |
| Marine Policy (C. Muonimas A. 192, 1988 1984 1984)   |                           |
| Motor Car Policy No  |                           |
| *Accident Policy No: 18/15 alien inc ileas men   | ייייבייניים או פאון די    |
| e company's rights remedies on voilogible Brodes   | क्षा है जा का का का जा है |
| 2. Documentary Stamps  |                           |
| 3. Premium Tax   | 2.547                     |
| 4. Fire Service Tax  | 74.77                     |
| is being issued on the assumption of Taxonia   | Tale Official Receipt     |
| Hosses affecting the policy for which this rate of   | 00,000 known lets         |
| 7. Others  | de 8ugg et 2520908        |
| Vatable  |                           |
| Vat-Exempt Sale  |                           |
| Vat-Zero Rated Sales   |                           |
| Less: SC/PWD Discount  |                           |
| VAT Amount   |                           |
| Total Sales  |                           |
| 12% Value Added Tax  |                           |
| Above payment (s) have received subject to all the condition stipulated at the back hereof.  | 28,046.69                 |
| Warranted to known Loss at the time of issuance of this Total Payment Official Receipts.   | 1 1                       |
| Sr. Crizen TIN   |                           |
| OSCAPWO ID NO: SIGNATURE   | rance & Surety Co., Inc.  |
| Bank:  | $\sim$                    |
| Check No.  | C/a                       |
| Date: By:  |                           |
| 500 Ektra, (50 x 5) 107501 OC - 131500 OC  | Station No.: PROVANDOSTES |
| BIR Autority to Prot No.: 1AU0050965384 Date Issued: 2- Date Issued: 50-68-2013; Valid until 06-08-2018 TOTAL ESTUDIONITIAN STORE STORE I Management ST. Ste Maria Manifest  | 14-2013                   |

TIN NO: 110-007-059-000 VAT THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (6) YEARS FROM THE DATE OF ATP



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

036248

| ÷   | •                     | 8   |
|---|-----------------------|---|
| CATALINA SECURITY AGENCY  |                       | 1   |
| No. 626 G. Araneta Avenue, Quezon City  |                       | (2/   |
| *   | Date:                 | AUGUST 05, 2014   |
| Policy/Bond NoG(13)15084/60321-HO   | Premium               | P   |
|   | Doc. Stamps           | 22,066.00   |
|   | E-VAT                 | 2,730,30  |
| Period Covered: From September 01, 20 14  | Local Gov't Tax       | 24.272  |
| To, 20  | Fire Tax              | 27.23   |
| Particulars:  | Notarial Fee          | 7   |
| PERFORMANCE BOND PHILIPPINE HEALTH INSURANCE CORPORATION-   | Other Charges         | 300,000   |
| CENTRAL OFFICE  | Total                 | P 250.00  |
|   | policy or contract of | under the Insurance Gode "For<br>insurance is valid and binding<br>remiums thereof has been paid. |
| Please make check/s payable to ALPHA INSURANCE & SURETY CO., INC. No IMPORTANT: 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. |                       | 04817 Data Issued: 12/37/2013<br>07-25-2019   |

# ACKNOWLEDGEMENT

ESZBO H

| tha sty  |  |  |  |
|--|--|--|--|
| REPUBLIC OF THE PHILIPPINES )  | S.S  |  | •  |
| TENN THE CITE OF WITH THE  | r  | August 14  | namonally appeared   |
| In Manila, Philippines   | day of   | 20A.D.,  | personally appeared  |
| before me.   |  | estenden en de la companya de la co | production with the production of the production |
| NAME   | Res. Cert. No.   | ISSU   | JED  |
|  |  | At   | On   |
|  |  | 1  | 10 -0110   |
| PLACIDO G. URBANES   |  |  | Jan. 10,7014   |
| A fu   | '  | Large Committee  | · · · · · · · · · · · · · · · · · · ·  |
| Mineson commercial and commercial  |  | (1) <sub>1</sub> <sup>1</sup> 11   |  |
| Mr.  | Uli  | 3°   | 273315   |
| Mr. MACARIO P. COR   | valid until 2015 wit   | h Res. Cert. No<br>and in helial of WiRHAIN!<br>OI-66-06231  | Issued at ISSUED ISSUED  |
| COMPANY INC with Resi Cert. N  | Joseph die de la company   | 01-66-062311   | issued at \  |
| COMPANY, INC. with Res Cert. Valid until 201   |  |  | o signed and executed the  |
| foregoing instrument and acknowle  | dged before me that t  | he same is of their own vol  | untary act and deed.   |
| In Witness Whereof, I have her   | eunto set my hand ar   | nd affixed my notarial seal  | at the place and date first  |
| above written.   | :  | ·  |  |
| has the board aggy trail alors   | ing south rate of boun   | mandent from up the been seen  | Enzada nde deserte e   |
| DOCING.  | The state of the s | ar arranged be mare an emission  | A(17) 10 3(152)  |
| Page No. Book No.  | And the second of the contract of  | MON MAIN ALVER 1 1   | CMO.   |
| Series of 20   |  |  | mont Manufacture 1   |
| Series of 20 tria c / will fe  | pare the orline that the   | Morarial Commission #WEL   | 138/01-31-13   |
| that was the action of all the actions of the actio | The state of the s | My Commission expu   | estiper, 31, 20  |
| REPUBLIC OF THE PHILIPPINES  | <b>ந்தும்</b> கோர் கண்டி   | Roll of Avy 147794   | /03-20-03<br>V   |
| IN THE CITY of MANILA  | S.S.   | PTR# 2512563 / 07-<br>IBP# 623101 / LPN-03853  | 161.3.7.4.1  |
|  | DIS UD NOTENAIO  |  |  |
| AND SURETY COMPANY, INC.   | having been duly swo   | om states and deposes that   | the said ALPHA INSUR-  |
| ANCE AND SURETY COMPANY  | , INC. IS a corporation  | n duly organized and exist   | ing under and by virtue or   |
| the laws of the Philippines! with it   | s principal office at M  | Ianila and is duly authoriz  | ed to execute and furnish  |
| surety bonds for all purposes withi  | n the said-Philippines   | Lwby f playing a september 2   | ipstife autoling specined in   |
| the foregoing undertaking to wit _   | Pesos (P   | 012000.00 ) Philippine Cu  | rrency, over and above all   |
| just debts and obligations and prop  | perty exempt from exe  | cution.  | Mark to the  |
|  |  |  |  |
|  | ALPHA I  | NSURANCE AND SURET<br>Fin 000-433-024-000-   | Y COMPANY, INC.  |
|  |  | m 000 435 024 000  | · · · · · · · · · · · · · · · · · · ·  |
|  |  | MACARIO P. CORP  | UZ   |
| \$ 5 Pasher  | Ву   | WP-NEERWRITING   |  |
|  |  | $\bigcirc$   |  |
| A &<br>5   |  |  | August   |
| Subscribed and sworn to before   | ge me this5  | day of   | 20   |
| ar   | Philippines. Affiant   | exhibited to me his Residen  | ce Certificate and that the  |
| corporation as above mentioned.  |  |  |  |
| Doc. No358   | 14   | 101/   | , ,  |
| Page No  | A  | ROSALIO L'HEMO"  | attick control of CU   |
| Page No  | :  | ROSALIO N. REMO<br>Notary Public of the City of Man  | Me by come   |
| Series of 20   |  | Notary Public of the City of Man   | -31-13   |
| •  |  | My Challe Beinginbar 342204D   | ec. 31, 20   |
|  |  | Roll of Atty. #47784/03-20-03  | <b>,</b>   |
| and the graduate of the engineers of the second  |  | PTR# 9018563 / 01-02-14 / Q  | L 1911 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18  |
|  | •  | INER PS3101 \ FIGH-02022 \ A2-52-6   | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  |

Alpha Insurance Centro, 1025 San Marcolino Censul Remits, Manife 1900