### **CONTRACT AGREEMENT**

## KNOW ALL MEN BY THESE PRESENTS:

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

PHILHEALTH REGIONAL OFFICE IVA, a regional office of Philippine Health Insurance Corporation, a government-owned and controlled corporation duly organized and existing under Republic Act No. 7875, as amended, with office address at Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City represented in this act by its Acting Regional Vice President, ARLAN M. GRANALI hereinafter referred to as the "CLIENT";

#### - and -

MAXIMUM SECURITY AND SERVICES CORPORATION, a corporation duly registered, organized and existing under Philippine laws with office address at # 6 Denver St. Cubao Quezon City, represented by its President and General Manager, HELEN C. AQUINO, herein referred to as the "AGENCY".

#### - Witnesseth -

WHEREAS, the parties entered into a CONTRACT OF SERVICE for a period of One and One Half (1 & 1/2) Months commencing on July 1, 2021 up to August 15, 2021, for the provision of security service to PRO IVA.

WHEREAS, the parties hereto agree to adopt as part of this contract the requirements, terms and conditions specified, and set forth under the CONDITIONS ON THE PROCUREMENT FOR THE PROVISION OF ONE AND ONE HALF (1 & ½) MONTHS SECURITY SERVICES FOR PRO IVA, that was consummated during the bidding process for this purpose.

WHEREAS, the parties hereto agree for continuous observance of the requirements, terms and conditions specified, and set forth under the CONDITIONS ON THE PROCUREMENT FOR THE PROVISION OF ONE AND ONE HALF (1 & ½) MONTHS SECURITY SERVICES FOR PRO IVA, during the existence of this contract.

WHEREAS, the terms and conditions set forth under the CONDITIONS ON THE PROCUREMENT FOR THE PROVISION OF ONE AND ONE HALF (1 & ½) MONTHS SECURITY SERVICES FOR PRO IVA as part of this contract is hereto attached for further reference.

**NOW, THEREFORE**, for and in consideration of the above stipulations, the parties hereto agreed, as they hereby agree, to be bound by the following terms and conditions hereof.

# A. TERM

This Contract of Service commences on July 1, 2021 and ends on August 15, 2021 unless sooner terminated at the option of the CLIENT, in accordance with all the terms and conditions hereof.

#### **B. RATE**

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

Location	Number of Guards	Rate per Guard
A. 7 days 8 hours, Monday to Saturday	(DAY SHIFT)	
PRO IVA Main Office- Lucena City	4	65,819.72
LHIO San Pablo	2	32,909.86
LHIO Calamba	2	32,909.86
LHIO Dasma	2	32,909.86
LHIO Trece Martires	2	32,909.86
LHIO Lucena	2	32,909.86



MENJIE A. CUVINAR

PLEN C. AQUINO

Maximum Security and Services Corporation, Represented by:

LHIO Gumaca	2	32,909.86
Subtotal		263,278.88
B. 7 days 8 hours, Monday to Saturday (N	IGHT SHIFT)	
PRO IVA Main Office- Lucena City	2	35,821.22
LHIO San Pablo	1	17,910.61
LHIO Calamba	1	17,910.61
LHIO Dasma	1	17,910.61
LHIO Trece Martires	1	17,910.61
LHIO Lucena	1	17,910.61
LHIO Gumaca	1	17,910.61
Subtotal		143,284.88
C. 5 days 12 hours, Monday to Friday (DAY SHIFT)		<del></del>
PRO IVA Main Office- Lucena City	1	16,718.01
LHIO San Pablo	1	16,718.01
LHIO Calamba	1	16,718.01
LHIO Dasma	1	16,718.01
LHIO Trece Martires	1	16,718.01
LHIO Lucena	1	16,718.01
LHIO Gumaca	1	16,718.01
Subtotal		117,026.07
Total Contract Price Per Month		523,589.83
Total Contract Price		785,384.75

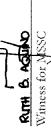


The engagement of the Security Services Agency consists and involves the provision and supervision of personnel, supplies and equipment.

# I. Personnel Requirement, Posting and Shifting

	POST	FIRST SHIFT	HOURS	DAYS
01	PRO IV-A (Lucena City)		<u> </u>	
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0600H-1800H	12	5
	c. Office/Building Extension	0600H-1400H	8	7
02	LHIO - San Pablo			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0600H-1800H	12	5
03	LHIO - Calamba			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving (Ground Floor)	0600H-1800H	12	5
	c. Office/Roving (Second Floor)	0600H-1800H	12	5
04	LHIO - Dasmariñas			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0600H-1800H	12	5
05	LHIO - Trece Martires			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0600H-1800H	12	5
06	LHIO - Lucena			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0600H-1800H	12	5
07	LHIO - Gumaca			
	a. Office/Front Desk	0600H-1400H	8	7
	b. Office/Roving	0600H-1800H	12	5
	POST	SECOND SHIFT	HOURS	DAYS
08	PRO IV-A (Lucena City)			
	a. Office/Front Desk	1400H-2200H	8	7

DEFORM RANN T. CALIFF



ARON R. RIANO
Witness for PhilHealth

JOSEPHADRIAN R. REJANO
Witness for Philifealth

	b. Office/Building Extension	1400H-2200H	8	7
09	LHIO - San Pablo	1400H-2200H	8	7
10	LHIO - Calamba	1400H-2200H	8	7
11	LHIO - Dasmariñas	1400H-2200H	8	7
12	LHIO - Trece Martires	1400H-2200H	8	7
13	LHIO - Lucena	1400H-2200H	8	7
14	LHIO - Gumaca	1400H-2200H	8	7
	POST	THIRD SHIFT	HOURS	DAYS
15	PRO IV-A (Lucena City)			
	a. Office/Front Desk	2200H-0600H	8	7
	b. Office/Building Extension	2200H-0600H	8	7
16	LHIO - San Pablo	2200H-0600H	8	7
17	LHIO - Calamba	2200H-0600H	8	7
18	LHIO - Dasmariñas	2200H-0600H	8	7
19	LHIO - Trece Martires	2200H-0600H	8	7
20	LHIO - Lucena	2200H-0600H	8	7
21	LHIO - Gumaca	2200H-0600H	8	7

# DEEM RAN T. SOLTA Witness for MSSC

## Total No. of Sentinels Requirements:

AREA	TOTAL NO. OF SENTINELS
PRO IV-A	7
LHIO - San Pablo	4
LHIO - Calamba	4
LHIO - Imus	4
LHIO - Trece Martires	4
LHIO - Lucena	4
LHIO - Gumaca	4
Grand Total	31



JOSEPH KORIAN R. REJANO Witness for PhilHealth

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

1. The Security Agency shall provide the PRO IVA with twenty-four (24) hours Security Guards on a three (3) 8-hour shift from Monday to Sunday including legal and special holidays and one (1) 12-hour (working days only, applicable to LHIOs) shift basis following the herein schedules:

**Eight-Hour Duty:** 

 1st Shift
 :
 06:00am to 02:00pm

 2nd Shift
 :
 02:00pm to 10:00pm

 3rd Shift
 :
 10:00pm to 06:00am

## **WORKING DUTY FOR LHIOs and PROIVA Roving**

1Shift : 06:00am to 06:00pm

- 2. The Security Agency shall, at all times during the tour of duty, assigned to PhilHealth are 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.
- 3. The Security Agency shall provide all Security Guards and Security Officers with clean and presentable uniforms, nametags/ID, raincoats, batons and other necessary tools such as but not limited to metal detectors, weapons and ammunitions needed.
- 4. The Security Agency shall provide all Security Guards and Security Officers, at least twice a year, firearms training that involves among others live fire shooting of not less than twenty four (24) rounds for pistols/rifles and/or 12 rounds for shotguns.
- 5. 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 General Services Unit (GSU) 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. There should also be no change shifts in the following schedules:

- a. from 2<sup>nd</sup> shift to 3<sup>rd</sup> shift
- b. from 1st shift to 2nd shift
- c. from 3rd shift to 1st shift
- 6. The Security Agency shall be under the direct control and supervision of the GSU insofar as the security requirements and concerns of the latter. Before the security officers/guards assume the function, an orientation on the scope of responsibilities, rules of Corporation and related matters shall be conducted by the General Service Unit. No security officer/guard shall assume his post without this orientation.
- 7. The Security Agency shall accordingly coordinate with GSU 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 concerned or the building administration office, as cleared and duly coordinated with the GSU.

- 8. The Security Agency shall ensure that the security guards are properly screened and declared physically and mentally fit before they are allowed to report to their assigned posts. Security guards shall in no instance be in the influence of liquor/alcohol or any prohibited drugs while on duty. Upon the instance when PhilHealth through its GSU 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. The Philippine Health Insurance Corporation shall deduct the cost of maintaining the post for the day and shift the incident occurred even if the necessary replacement/reliever has been installed.
- 9. The Security Agency shall immediately replace any Security Guard or officer/personnel who may be found to be undesirable and/or incompetent by PhilHealth through GSU upon receipt and verification of any complaint report or request.
- 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 Head of the Administrative Services Section.
- 11. The security guard on duty shall be responsible for closely monitoring and recording movement of all office materials, supplies and personnel within the assigned area of responsibility. Whenever equipment is brought out of the building, the security guard on duty shall demand a gate pass duly signed by the Chief or any official representative of the Property and Supply Section.
- 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.
- 13. The security guard on duty shall be duly authorized to inspect bags and packages and search individuals, including employees when necessary.
- 14. Security guards assigned to restricted office areas where highly-accountable assets and security documents are kept shall perform their duties under the joint supervision of their security commander and the officials to be designated by the offices concerned.
- 15. The Roving Security Guard shall ensure that all security guards are faithfully and religiously performing their duties in accordance with the Security Plan. He shall see to it that the premises of the client are protected against fire, theft and other preventable risks. Any abnormal movement and presence of suspicious characters should be immediately reported and the security guards of the Philippine Health Insurance Corporation and the Security Agency should be duly notified accordingly.



JOSEPH JOSEPH

ARON R. RIANO
Witness for PhilHealth

JOSEPH KDRIAN R. REJANO
Witness for PhilHealth



Witness for PhilHealth

ARON R. RIANO

# III. Qualification of Security Guards and Security Officers

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

#### Security Guards:

- 1. Has finished at least second year College;
- 2. With height of not less than 1.65 meters;
- With weight of not less than 55 kilograms;
- 4. Not less than 21 years at the time of assignment to the Corporation under this contract;
- Physically and mentally fit, as indicated in a neuro-psychiatric clearance from a PNP and DOH-accredited institution and confirmed by the physicians of the Corporation;
- 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:
- Must be a holder of a Certificate of Training for Security Guards and other requirements of R.A. 5487 as amended;
- Must possess honorable discharge documents, if with military background;
- Of good moral character, as certified by the Barangay and the police district concerned and the NBI; 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.

# IV. Equipment and Ammunitions

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

- 1. Communication System. The Security Agency shall provide a base unit of at least four (4) handheld transceivers to PRO IVA Main and at least three (3) to LHIOs. The Security Agency shall allow the Philippine Health Insurance Corporation to use its frequency and provide during the contract period a handheld transceiver for their Philippine Health Insurance Corporation counterpart, namely the Chief of General Services or his/her designated authorized representative.
- 2. 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. Guards on each shift shall be armed with semiautomatic handgun with at least three (3) magazines of bullets and/or shotgun with eighteen (18) ammunitions.
- 3. 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. The Security Agency shall provide latest Digital Video Recording (DVR) / Computer (PC) Based Sixteen (16) Weatherproof Camera Security System capable of storing at least one (1) month continuously recorded data/video for the Regional Office and Eight (8) Units of the same Camera Security System for each LHIO. PRO-IVA shall have the exclusive access/right to those recorded
- 4. 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:
  - Pepper Spray; a)
  - Whistles and Flashlights; and
  - Others as required by the situation.





# V. Other Terms and Conditions that will be Included in the Contract with the Winning Bidder

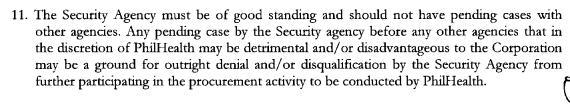
- 1. The number of Security Guards may be subsequently increased or decreased during the contract period as may be necessary and as may be determined by the PhilHealth depending upon the circumstances.
- 2. The Philippine Health Insurance Corporation shall have the right according to its discretion, to deduct the cost of maintaining the post for the day/shift in instances where it is found that the assigned Guard is under the influence of liquor or prohibited drugs regardless of whether a replacement/reliever has already been duly provided.
- 3. The Chief of the Office where a guard is assigned and the General Service Unit 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 once 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.
- 6. All Security Officers, Guards and relievers shall be screened by the General Service Unit before their acceptance. The following should be submitted for evaluation of the GSU:
  - Transcript of Records showing compliance to education requirements
  - Medical Certificate attested within two weeks prior to assignment to the Philippine Health Insurance Corporation, showing the physical and mental fitness, height and weight of the candidate.
  - Certificate of Live Birth of the candidate showing exact date of birth on record. c.
  - d. NBI Clearance
  - Current/unexpired Security Guard/Officer license issued by the Philippine National e.
  - f. Certificates of Training
  - Recent 2x2 picture g.
  - h. SSS membership card
  - i. Drug test certification
  - Police and barangay clearances showing that the candidate is a citizen of good moral j. 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 Management of GSU any discrepancy noted.
- 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 32 sentinels with its previous contract with other government agency.



Wimess for PhilHealth ARON R. RIANO

JOSEPH ADRIAN R. REJANO Witness for PhilHealth

ARON R. RIANO
Witness for Phill Health



- 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 Agency from further participating in the procurement activity to be conducted by PhilHealth.
- 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.
- 15. The agency must submit Certificate of Satisfactory Performance from at least three (3) previous / existing clients.

# VI. 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 subjected 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. Corporation reserves the right to inspect the payroll of the Security Agency in order to verify that the wages have been paid. Any violation shall be a sufficient ground for the termination of the contract without prejudice to the liability of the Security Agency.
- 2. The Summary Report of attendance of security guards shall be approved by the General Service Unit 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 General Service Unit 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 update online the Electronic Premium Remittance System (PhilHealth) and submit 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.

- 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 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.
- 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.





IN WITNESS whereof	the parties have	signed thi	is contract in re	presentation of their
respective corporation on this	day of	6 JUL	<u>2021</u> 2021.	

by:

PHILIPPINE HEALTH INSURANCE CORPORATION

MAXIMUM SECURITY AND SERVICES CORPORATION

Recommended by:

BENJIE A. CUVINAR Division Chief, MSD

HELEN C. AQUINO
President & General Manager

Appritived by:

ARIAN M. GRANALI Acting Regional Vice President

Signed in the presence of:

JOSEPH DRIAN R. REJANO Witness for PhilHealth

ARON R. RIANO
Witness for PhilHealth

Witness for Maximum Security and Services Corporation

JOSEPH RYAN T. SALTA

Witness for Maximum Security and Services Corporation

# **ACKNOWLEDGMENT**

CITY OF	) S.S.	
	1 6 JUL 2021 day of	
appeared the following persons	exhibiting to me their respective Govern	nment –issued IDs, to wit:
	Identification Card and No.	Date/ Place of Issue
ARLAN M. GRANALI		
Philippine Health Insurance Co	orporation	
HELEN C. AQUINO	PRC 10 No. 0048879	0 16 2020   Que201
Maximum Security and Servi	persons who executed the foregoing A	Agreement consisting of
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Maximum Security and Servi Known to me to be the same () pages, including the at they acknowledged that the sa represented.  WITNESS MY HAN written.  Doe No	persons who executed the foregoing Annexes and this page on which the ack ame is their free act and deed and the	MES, JR. IC 1, 2021 ZON CITY BY CHAPTER 166427