

**CONTRACT FOR THE PROCUREMENT OF SECURITY SERVICES FOR
PHILHEALTH REGIONAL OFFICE – NATIONAL CAPITAL REGION
(PRO NCR)
(PRO NCR ITB NO. 02, S-2021)**

THIS CONTRACT made on the ____ day of _____, 2021, between **PHILIPPINE HEALTH INSURANCE CORPORATION**, a government-owned and controlled corporation created and existing by virtue of R.A. 7875, as amended by R.A. 11223, otherwise known as the “National Health Insurance Act of 2013”, with office address at Citystate Center, 709 Shaw Boulevard, Pasig City, represented herein by its **President and Chief Executive Officer, ATTY. DANTE A. GIERRAN, CPA**, hereinafter called “**PHILHEALTH**”;

and

MASADA SECURITY AGENCY, INC., a business name registered with the Securities and Exchange Commission with S.E.C. Reg. No. 121656 issued on 20 July 1984 and existing under the laws of the Republic of the Philippines, with business address at Rm. 310 Señor Wan de Palacio Bldg., 139 Malakas St., cor. Matalino St. Diliman, Quezon City, represented herein by its President & General Manager, **LT. COL. JOSE M. SOMBILLO (RET.)**, hereinafter called “**MASADA**”;

WITNESSETH:

WHEREAS, **PHILHEALTH** invited Bids for the **PROCUREMENT OF SECURITY SERVICES FOR PRO NCR** and has accepted the Bid of **MASADA SECURITY AGENCY, INC.** for the supply of security service for the in the sum of **FORTY TWO MILLION SIX HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED FIFTY TWO PESOS AND 68/100 (PHP42,682,852.68)** only, hereinafter called “**the Contract Price**”.

NOW, THEREFORE, for 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 meaning as are respectively assigned to them in the Conditions of the Contract hereunder referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
 - a) The Financial Proposal submitted by **MASADA** (Annex A)
 - b) The Schedule of Requirements submitted by **MASADA** (Annex B)
 - c) The Technical Specifications submitted by **MASADA** (Annex C)
 - d) The General Conditions of the Contract (Annex D)
 - e) The Special Conditions of the Contract (Annex E)
 - f) The Supplemental Bid Bulletin (Annex F)
 - g) The BAC Resolution No. 19, s-2021 (Annex G)
 - h) The Notice of Award (Annex H)
 - i) The Performance Security (Annex I)
 - j) The SEC Registration (Annex J)
 - k) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payments to be made by **PHILHEALTH** to **MASADA SECURITY AGENCY, INC.** as hereinafter mentioned, **MASADA** hereby covenants with **PHILHEALTH** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4. **PHILHEALTH** hereby covenants to pay **MASADA** in consideration of the provision of the goods and services, the Contract Price or such other sum as may become payable at the time and in the manner prescribed by this Contract.
5. The contract price covers all taxes and other charges which may be imposed by the foreign and local authorities.
6. **MASADA** hereby covenants to deliver in favor of **PHILHEALTH** the services stated in the Schedule of Requirements (Annex B) and the services related thereto, in accordance with the technical specifications as stated in attached Annexes of this Contract.
7. Upon submission by **MASADA** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements, **PHILHEALTH** shall pay only based on the actual payroll computed but not to exceed the total contract price divided by twelve (12) months.

The contract price shall be fixed and shall not be subject to adjustments for a minimum of three (3) years from the execution of this Contract, pursuant to Item No. 5 of Appendix 23 of the Revised Implementing Rules and Regulation of Republic Act No. 9184 re "Guidelines on the Procurement of Security and Janitorial Services", all bid prices for duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except for the following:

1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding,
2. Increase in taxes; and
3. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards or janitorial attendants, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.

8. **MASADA** undertakes to treat with utmost confidentiality any information or document received from **PHIC** or the latter's representatives by reason of the Contract. It is perpetually prohibited from disclosing such information or document to a third party without **PHIC**'s prior written consent. This confidentiality and non-disclosure clause shall survive the expiration, pre-termination, or termination of this contract and shall similarly apply to **MASADA**'s stakeholders, corporate officers, personnel, agents, consultants or contractors, and representatives.

PHIC shall not be held accountable for the act, omission, or negligence of **MASADA**, its personnel, agent, or representative. **MASADA** shall hold **PHIC** free and harmless from any claim involving an act or omission of **MASADA**'s stakeholder, officer, personnel, agent, representative, or third person relating to **MASADA**'s conduct of its business, operations, and the enjoyment of its rights and performance of its obligations under this Contract.

Any dispute which may arise in relation to this Contract or its related instruments shall be settled through arbitration pursuant to the relevant provisions of Republic Act (R.A.) No. 9285 or the Alternative Dispute Resolution Act of 2004.

All other actions which are not covered by R.A. No. 9285 shall be filed in the proper courts of Quezon City, to the exclusion of all other courts.

This Contract shall be deemed to be made under the, and shall be governed by, the laws of the Republic of the Philippines in all respects, including matters of construction, validity, and performance.

Consistent with Executive Order (E.O.) No. 398, Series of 2005, and applicable Bureau of Internal Revenue (BIR) issuances, **MASADA** shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Contract. **MASADA**, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. **MASADA** shall pay taxes in full and on time and that

failure to do so will entitle PHIC to suspend or terminate this Contract at PHIC's sole discretion.

9. The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into this contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.
10. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the IRR of RA 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.

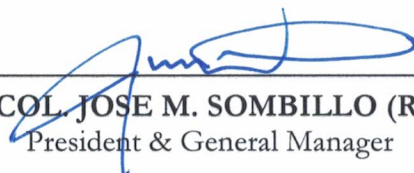
IN WITNESS WHEREOF, the parties here to have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE HEALTH INSURANCE
CORPORATION**




ATTY. DANTE A. GIERRAN, CPA
President and Chief Executive Officer

MASADA SECURITY AGENCY, INC.



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

Recommending Approval:




DR. FRANCISCO Z. SORIA, JR.
Vice President – Area II
And Concurrent Vice President PRO NCR




ATTY. ELI DINO D. SANTOS
Acting Executive Vice-President and
Chief Operating Officer

Signed in the Presence of:



WILLIE M. BUMACOD
OIC, Fund Management Section
PhilHealth Regional Office NCR

CAF NO. 2021-08-004



ANNIE A. BAENAS
Masada Security Agency Inc.

ACKNOWLEDGMENT

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

BEFORE ME, this OCT 27 2021 day of _____ 20____, personally appeared the following persons exhibiting to me their respective government-issued IDs, to wit:

Identification Card and Number Date/Place of Issue


ATTY. DANTE A. GIERRAN, CPA Philhealth ID No. 20647820
Philippine Health Insurance Corp.

LT. COL. JOSE M. SOMBILLO Passport ID NO. P4053956B DEC. 5, 2019 / DFA NCR EAST
(RET.)
Masada Security Agency Inc.

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

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

Doc. No. 1956
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Book No. III
Series of 2021 ✓


Telesforo T. Barbadillo, Jr.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR NO. 9539955; QC; 01/22/2020
IBP NO. 111920; CALMANA; 01/23/2020
MCLE COMPLIANCE NO. VI-0025992; 04/14/2020
COMMISSION NO. 106
TIN NO. 141-266-423