

CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between the:

EL TIGRE SECURITY & INVESTIGATION AGENCY, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 3/F Prieto Bldg., Panganiban Drive, Naga City, represented in this act by its Senior Operations Manager, **EMMANUEL C. CONSULTA**, hereinafter referred to as the "**AGENCY**".

-and-

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation duly registered, organized and existing under and by the virtue of the laws of the Republic of the Philippine laws with postal address at ANST Building III, Alternate Road, Legazpi City, represented in this act by its Regional Vice-President, **ORLANDO D. IÑIGO, JR.**, hereinafter referred to as the "**CLIENT**".

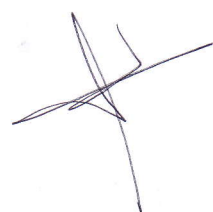
WITNESSETH:

WHEREAS, the **CLIENT** is desirous of engaging the services of a security agency for the purpose of guarding and protecting its Regional and Service Offices, officers, employees, visitors and guests, from theft, pilferage, robbery, trespassing and other unlawful acts by a stranger and/or employees of the **CLIENT**;

WHEREAS, the **AGENCY**, duly licensed to render protective services has accepted to provide the services required by the **CLIENT** under the conditions herein set forth;

WHEREAS, the **AGENCY** has quoted a bid deemed most advantageous to the government among the security agencies which submitted **BID PROPOSAL**, hereto attached as Annex "A",

NOW, THEREFORE, for and in consideration of the forgoing premises, the parties hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:



ARTICLE I **DUTIES AND OBLIGATIONS OF THE AGENCY**

1. To provide, maintain and deploy sufficient number of efficient, well-trained, experienced and trustworthy personnel for security services, daily, including Saturdays, Sundays, legal and special holidays under the herein schedule of deployments and work shift, to wit:

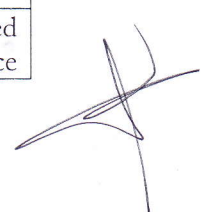
Offices	No. of Guards		Rate/Guard/Month
PRO & LHIO Albay	Mon. – Sun.	10	P11,887.12
	Mon. – Fri.	1	P 8,027.47
LHIO Camarines Sur	Mon. – Sun.	3	P11,887.12
	Mon. – Fri.	1	P 8,027.47
LHIO Camarines Norte	Mon. – Sun.	3	P11,887.12
LHIO Masbate	Mon. – Sun.	3	P11,887.12
LHIO Sorsogon	Mon. – Sun.	3	P11,887.12
LHIO Catanduanes	Mon. – Sun.	3	P11,887.12

However, future adjustments regarding time scheduling shall be reserved in favor of the **CLIENT** in consonance with whatever alterations the latter may find necessary. The number of security guards may be subsequently increased or decreased as may be determined by the **CLIENT** depending upon circumstances. It is understood and agreed upon, that the guards assigned by the **AGENCY** shall possess the qualifications required in Republic Act No. 5487 and its implementing Rules and Regulations of the PNP.

2. The **AGENCY** shall assign to the client uniformed and adequately trained security personnel with duly licensed firearms and sufficient ammunitions at all times during the tour of duty with adequate licenses and permits from appropriate government agencies and duly equipped with supplies necessary for the successful implementation of their job.

The **AGENCY** will provide the following equipment:

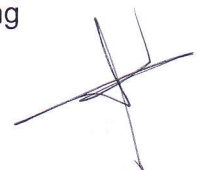
PRO V & LHIO Albay	<ul style="list-style-type: none"> ▪ Four (4) units CCTV Monitoring System for - 1 each at main door, exit, car park & entrance at annex building ▪ Each SG on duty should be provided with the following supplies: service firearm, detector, flashlight, pepper spray, night stick ▪ Watchman clock: 6-8 stations
Camarines Sur Service Office	<ul style="list-style-type: none"> ▪ Each SG on duty should be provided with the following supplies: service firearm, detector, flashlight, pepper spray, night stick ▪ Watchman clock: 3 stations
Camarines Norte Service Office	<ul style="list-style-type: none"> ▪ Each SG on duty should be provided with the following supplies: service



	firearm, detector, flashlight, pepper spray, night stick
Sorsogon Service Office	▪ Each SG on duty should be provided with the following supplies: service firearm, detector, flashlight, pepper spray, night stick
Masbate Service Office	▪ Each SG on duty should be provided with the following supplies: service firearm, detector, flashlight, pepper spray, night stick
Catanduanes Service Office	▪ Each SG on duty should be provided with the following supplies: service firearm, detector, flashlight, pepper spray, night stick

Other equipment such as metal detector, nightsticks with tear gas canister, raincoats and boots will also be provided. Transportation will also be provided as the need arises.

3. The minimum and basic qualifications of the security guards to be assigned to the **CLIENT** shall be as follows:
 1. Filipino citizen
 2. At least 21 years of age
 3. Preferably second year college or college graduate
 4. Of sound and alert mind and physically fit for security duties
 5. At least five feet in height and of medium built
 6. Must be a holder of Certificate of Training for Security Guards
 7. Of good moral character
 8. With good eyesight, hearing and in good health
4. The security guard shall be hired by the **AGENCY** and this contract shall not be deemed in any way as to constitute a contract of employment by and between the **CLIENT** and any of the security guards hired by the **AGENCY**, but merely as a contract for the **AGENCY** to render security and investigative services to the **CLIENT**. It is therefore understood that the security guards are the employees of the **AGENCY**.
5. The **AGENCY** hereby holds itself responsible and liable for the loss or damage that may cause to the **CLIENT**'s properties and installation as well as the properties of its officer, personnel and guests duly accounted for and placed under the custody of the guard at the guarded premises, arising from theft, pilferage, robbery, malicious mischief, vandalism and for the protection of the lives and safety of the **CLIENT**'s officials, personnel, visitors/guests and clientele, if after due investigation such losses or damages were due to the negligence, omission or fault of the security guard on duty,
6. The agency assumes full and sole responsibility for the proper conduct of, and performance of duties by the security guards employed by it during



the watch hours. The **CLIENT** is specifically released from any acts or omission of the security guards of the **AGENCY**.

7. The **CLIENT** shall at all times have the right to inspect the guards on detail of the premises and at any time request for the replacement of any guard assigned to it.
8. The security including the roving patrol shall register their time-out and sign in a book bound logbook provided in their post. At the end of the month, the **AGENCY** shall submit the summary report to support the Monthly Statement of Account to be forwarded to the **CLIENT**.

ARTICLE II

SECURITY PROCEDURE

9. The client will provide the agency with an inventory containing the list of company assets, equipment and other properties to be guarded. It is however, presumed that all such assets, equipment and properties, belong to the **CLIENT**. Provided, furthermore, that the absence of such inventory list shall not preclude the **AGENCY** from performing its duties and obligations.

To ensure effectiveness in safeguarding and protecting the aforesaid properties, a "gate pass" containing the description of the property must be duly filled out and signed by the concerned official allowing said property to be brought out of the guarded premises. In this connection, the **CLIENT** will furnish the **AGENCY** a copy of the respective specimen signatures of approving officials of authorities.

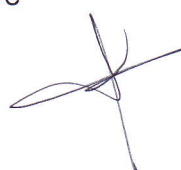
Properties placed inside car compartment without the corresponding "gate pass" slip shall not be the responsibility of the **AGENCY**. Hence, for the **AGENCY** to be responsible in such cases, the **CLIENT** agrees that all outgoing vehicles shall be subject to inspection by the guard on duty.

Copy of record of property brought inside the guarded premises but not included in the inventory list shall be furnished the **AGENCY**.

ARTICLE III

OBLIGATIONS OF THE CLIENT

10. For and in consideration of the services rendered by the **AGENCY** to the **CLIENT** during the effectivity of the contract, the latter shall pay the former at the rate stated in Article I, number 1 of this contract in accordance with the latest PADPAO rate, inclusive of all taxes and other fees as may be required by the government upon presentation by the **AGENCY** of certification from the Chief of General Services Division that the services have actually been rendered. The **AGENCY** shall furnish the **CLIENT** the monthly Statement of Account in support of such payment. The **AGENCY** is also required to submit copies of RF-1 (PhilHealth), R-3 (SSS) and HDMF (Pag-Ibig) remittance lists. The payment shall be made within five

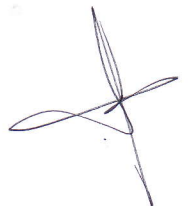


(5) days of the succeeding month upon presentation of a properly accomplished bill of collection to enable the **AGENCY** to give monthly payment to the security personnel provided. The **CLIENT** shall remit and pay to the Bureau of Internal Revenue the required withholding tax and provide the **AGENCY** with the certificate of remittance.

11. It is understood that whenever the **CLIENT** suffer losses or damages due to theft, robbery and other unlawful acts of strangers or by any persons, the **CLIENT** may suspend release of payment for collectibles due the **AGENCY** pending the outcome of the investigation by a committee created by the **CLIENT** where the **AGENCY** will be represented, which shall determine whether damages or losses were solely due to the fault of the guard and without any contributory negligence on the part of the **CLIENT**. Provided, further, that this condition shall apply whenever the value involved in any such damage/loss exceeds P500.00, and provided, finally that the loss or damage was reported in writing by the **CLIENT** to the **AGENCY** within three (3) working days from the date of its discovery. The **AGENCY**, however, shall not be held liable for damages or losses due to force majeure or fortuitous event.
12. The **AGENCY** also agrees to hold the **CLIENT** entirely free and harmless from any liability resulting from injury or any other cause of actions which may be filed by said security guard by reason of the employment under this contract or under the provision of the Minimum Wage Law or such other laws which are now in effect or which may hereafter be executed.

ARTICLE IV **PERFORMANCE SECURITY**

13. The **AGENCY** hereby undertakes to furnish the **CLIENT** a Performance Security in an amount equal to the percentage of the total contract price depending on the form whether cash, cashier's/manager's check, bank draft/guarantee, irrevocable letter of credit confirmed by a Universal or Commercial Bank, surety bond issued by a surety or insurance company, which may be increased whenever the requirement of the **CLIENT** also increases, as guarantee for the payment of any claim made by the **CLIENT** for losses, liability, injury or damage arising from or growing out of the **AGENCY**'s operations under this contract, and for the faithful performance made by the **AGENCY** of the covenants, obligations and undertaking assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law for the filing of such claim(s) or loss, liability, injury or damage shall have lapsed. Provided however, that if any claim for any of the foregoing has been filed within the said period, then in any such case, said bond shall continue.



ARTICLE V
DURATION OF THE CONTRACT

14. This Contract shall take effect on **February 1, 2013 until January 31, 2014**, unless sooner terminated in accordance with the provisions thereof. After expiration of this contract and no new contract has been made or issued by the **CLIENT** or that the result of the bidding is not yet issued if one is conducted, this contract shall be deemed extended on a month to month basis up to such period as may be allowed by law, rules and regulations.

ARTICLE VI
TERMINATION OF CONTRACT AND VENUE OF ACTION

15. The **CLIENT** or the **AGENCY** reserves the right to terminate this contract for any cause or reason upon thirty (30) days prior notice to the other party. Provided, that in case of litigation arising from or in connection with this Contract, the parties agree that the venue of any action shall be at the proper court in Legazpi City.

ARTICLE VII
MISCELLANEOUS PROVISIONS

16. In case any provision or stipulations hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signature on this FEB 21 2013 day of LAGAZPI CITY at Legazpi City, Philippines.


**EL TIGRE SECURITY & INVESTIGATION
AGENCY, INC.
(AGENCY)**

**PHILIPPINE HEALTH
INSURANCE CORPORATION
(CLIENT)**


By:

By:


EMMANUEL C. CONSULTA
Senior Operations Manager


ORLANDO D. NIÑO, JR.
Regional Vice-President

WITNESSES:


ATTY. DEAN S. SALVOSA
Attorney IV


LORENA M. RUBIS
Chief, Mgt. Services Division

ACKNOWLEDGMENT

Republic Of The Philippines)
City of MANILA CITY) s.s.

BEFORE ME, personally appeared on this _____ day of
FEB 21 2013, 2011, at MANILA CITY, Philippines:

<u>NAME</u>	<u>VALID ID DETAILS</u>	<u>ID NUMBER</u>
ORLANDO D. IÑIGO, JR.	<u>Company ID</u>	<u>10029398</u>
EMMANUEL C. CONSULTA	<u>SSS ID</u>	<u>03-5543595-1</u>

Known to me and to me known to be the same persons who executed the forgoing instrument consisting of seven (7) pages including this page on which this acknowledgment is written, and acknowledged that the same is their voluntary act and deed.

Witness my hand and notarial seal.

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Page No. 134
Book No. 30
Series of 2013


ATTY. FLORENCIO ROSALES
NOTARY PUBLIC
(UNTIL DECEMBER 31, 2015)
ROLL No. 29805
PTR No. 099201-1-3-2013
IBP No. 927149-1-3-2013
MCL COMPLIANCE No. III-0022200

