

**CONTRACT FOR THE PROVISION OF  
SECURITY SERVICES**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

  
RUBEN C. FLORES, M.D., M.H.A.  
Medical Center Chief II  
Dr. Jose Fabella Memorial Hospital

**DR. JOSE FABELLA MEMORIAL HOSPITAL**, an agency of the government, with permanent address at Corner Lope de Vega and Felix Huertas Streets, Sta. Cruz, Manila, duly established under and by virtue of Philippine Laws, herein represented by its Medical Center Chief II, **Dr. RUBEN C. FLORES**, hereinafter referred to as the "CLIENT";

-and-

**168 SECURITY & ALLIED SERVICES, INC.**, a corporation duly organized and existing under and by virtue of Philippine Laws, with principal office at Rm. 2B 2<sup>nd</sup> Floor, AM Building #28 Quezon Avenue, Quezon City, herein represented by its President, **Mr. JAYME U. ANG**, herein referred to as the "AGENCY";

WITNESSETH:

  
MERCILITA D. FORTIER  
Accountant III  
Dr. Jose Fabella Memorial Hospital

**WHEREAS**, the **CLIENT** is desirous in engaging the services of a Security Agency for the purpose of guarding and protecting its properties, patients, personnel and installation located at Lope de Vega Street, Sta. Cruz, Manila from theft, pilferage, robbery, arson, or other unlawful acts by strangers or third persons;

**WHEREAS**, a public bidding for the provision of security services was conducted on February 3, 2015;

**WHEREAS**, after evaluation of the proposals and other documents submitted by qualified bidders the Bids and Awards Committee declared the bid proposal of the **AGENCY** as the Lowest Calculated and Responsive Bid and recommended the award to the contract to the **AGENCY** through Resolution 2014-A-07 dated February 13, 2015;

**NOW THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree as follows:


  
JAYME U. ANG  
President  
168 Security and Allied Services Inc.

1. That the **AGENCY** shall provide the **CLIENT** with twenty (20) security guards (including a full-time working Detachment Commander and an Assistant Detachment Commander to render service 8-12 hours as the case maybe), to be assigned at Dr. Jose Fabella Memorial Hospital compound which shall render eight (8) hours of work: 8am-5pm (Medical Records Department-Waiting Area) and 9-00am-6:00pm (Maintenance Area) during weekdays excluding holidays and in three (3) shifts daily from Mondays thru Saturdays, including Sundays and Holidays to other areas. In case a Detachment Commander will work for a maximum of 12 hours, reliever is required in their absence thereof.

Shifts:	6:00 am	-	2:00 pm
	2:00 pm	-	10:00 pm
	10:00 pm	-	6:00 am

2. That the Security Guards to be assigned by the **AGENCY** must have the following qualifications:

- 2.i. Filipino Citizen
- 2.ii. Of good moral character cleared by accredited law enforcement or police agencies;
- 2.iii. No record of any administrative, military, civil or criminal offense/s as certified by the previous employer and supported with NBI clearance;
- 2.iv. At least college level and properly trained on security services duly certified by the accredited licensing institution for security services;
- 2.v. Not less than 21 years old but not over 40 years old;
- 2.vi. At least 5'6" and 5'2" in height for Male and Female, respectively;

  
C. ATIENZA  
Marketing Head  
168 Security and Allied Services Inc.

CONTRACT FOR THE PROVISION OF SECURITY SERVICES

Validity: April 1, 2015 to December 31, 2015

Page 1 of 4

- 2.vii. Physically and mentally fit (screened and declared fit by the DJFMH Internal Medicine Specialist); and
- 2.viii. Neuropsychiatric and Drug Test done by accredited centers supported by CTC of medical clearance.

3. That the AGENCY shall also provide the following:

- 3.i. Installation and provision of twenty (20) units of CCTV Camera with CCTV storage solutions based on disk that provides immediate access to store footage in seconds which replaces previous method of storing in tape;
- 3.ii. Radio communication which shall include one (1) base unit, nine (9) hand-held transceiver one of which for the CLIENT's Security Officer;
- 3.iii. Clean uniform with proper name tags for the guard on duty, whistle, flashlight, night stick, metal detector and license hand gun per area;
- 3.iv. Logbooks for recording daily transactions and reports;
- 3.v. Supplies and materials as required such as raincoat, umbrella, rubber boots to all security guards;
- 3.vi. Chemical mist/teargas for security guard on duty, mirror for vehicle inspection and medical kits as first aid during tour of duty;
- 3.vii. Electronic typewriter/computer and
- 3.viii. Minimum 100 color coded visitor's pass or ID per category or classification.

All offers should be completely delivered within one (1) month from the execution of this Contract. The Chief Administrative Officer shall monitor compliance with this obligation and non-compliance by the AGENCY shall be a ground for the termination of the contract;

4. It is understood that the number of security guards to be posted may be increased or decreased by the CLIENT at its option, but always subject to the provisions of the applicable laws, rules and regulations, depending upon the security situation or the exigency of the service, by giving the AGENCY at least fifteen (15) days prior written notice. The AGENCY shall at all times have available duly trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absence of assigned security guards;


5. That the AGENCY shall assume full responsibility for the performance of the duties incumbent upon the security guards and as a consequence, shall be solely responsible for any act or omission by said security guards during their tour of duty, the CLIENT being totally released from any and all liabilities to third parties arising from the act or omission of the security guards of the AGENCY;

6. That the AGENCY shall guarantee payment to the CLIENT, for any loss or damage to the property of the latter provided the same occurred within the jurisdiction of the AGENCY or its guards, and it has been duly established after due investigation that the said loss or damage is attributable to the negligence or fault of the AGENCY or its guards. Provided, further that such loss, pilferage, breakage or damage on the properties involved is reported in writing to the AGENCY within three (3) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the AGENCY shall not in any way be held responsible. In the event that the AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the CLIENT against the party or parties responsible for such loss or damage;

7. That in addition to the duties and responsibilities stated in the Specifications for Security Services for 2015, the AGENCY shall periodically conduct security survey without any additional charges or fees and recommend to the CLIENT measures that would be necessary to safeguard the CLIENT'S premises;

8. That the CLIENT shall furnish the AGENCY from time to time the copies of guidelines and general policies in addition to the Standard Rules, Regulations and Practices peculiar to the security needs and requirements of the CLIENT and the AGENCY shall be responsible for the faithful performance and implementations of said Guidelines, Policies, Rules and Regulations, including the manner, details or methods of implementing the same;

  
**RUBEN C. FLORES, M.D., F.T.H.A.**  
 Medical Center Chief II  
 Dr. Jose Fabella Memorial Hospital

  
**MERCILITA D. FORTIER**  
 Accountant III  
 Dr. Jose Fabella Memorial Hospital

  
**JAYME U. ANG**  
 President  
 168 Security and Allied Services Inc.

  
**CATHERINE P. MALUSO**  
 Managing Head  
 168 Security and Allied Services Inc.

9. The **AGENCY** shall at its own expense, make periodic and appropriate inspections of the guards assigned in the **CLIENT'S** premises, and shall exercise discipline, control, supervision and administration over the security guards/ personnel assigned in the **CLIENT'S** premises in accordance with the Private Security Agency Law and other related Laws;

10. That for and in consideration of the services to be rendered by the **AGENCY**, the **CLIENT** shall pay the amount of **TWENTY ONE THOUSAND FOUR HUNDRED FIFTY NINE PESOS (P 21,459) per month**, per security guard on the basis of eight (8) working hours a day, Saturdays, Sundays and holidays included, payable every 15<sup>th</sup> and end of the month; provided however, that no losses have been incurred during the said period under consideration. Should there be any law passed increasing the minimum wage requiring additional compensation in any form, the agreed consideration shall be automatically adjusted pursuant to said law;

11. That the **AGENCY** hereby certifies under oath that it is free and clear of all tax liabilities to the government. That it shall continue to pay taxes in full and on time and shall comply with the applicable provisions of Executive Order No. 898 s. 2005. Failure to do so will entitle the **CLIENT** to suspend payment to the **AGENCY**;

The **AGENCY** is likewise obligated to regularly present within the duration of the contract, a Tax Clearance from the BIR, as well as a copy of its Income and Business Tax Returns duly stamped and received by the BIR and duly validated with the payments made thereon;

12. That the **AGENCY** shall issue monthly certification to the Chief Administrative Officer, stating that the security guards have rendered services in the **HOSPITAL** and were paid in accordance with the provision of the Minimum Wage Law, the New Labor Code and other pertinent Law and Decrees. On the certification issued the individual security guard's signature shall be obtained proving that their salaries for the period have been received by them before the **CLIENT** releases subsequent checks corresponding to the services rendered by the **AGENCY**;

13. That is expressly understood and agreed upon that any and all guards of the **AGENCY** who are assigned, and those who may be assigned from time to time to the **CLIENT** are in no sense employees of the **CLIENT** and as such, the **AGENCY** guarantees that the **CLIENT** is entirely free from any liability arising from cause or causes of action or claims which may be filed by the guards under this Contract or under the provisions of the Minimum Wage Law, Social Security Act, Labor Code, Workmen's Compensation Act and all other Laws and Decrees which are now or hereinafter be enacted;

14. That the **AGENCY** shall enroll the security guard/s assigned to the **CLIENT** with an appropriate life and/or accident insurance to cover injuries or death while on duty;

15. That it is expressly understood and agreed upon that the **CLIENT** can request the **AGENCY** in writing for the replacement of any guard found unsatisfactory in the performance of his duties at any given time; however, the **CLIENT'S** Chief Administrative Officer, upon the recommendation of the Security Officer II, has the right and authority to request replacement of any guard found with unsatisfactory performance of duty upon approval of the Medical Center Chief II;

16. That all bidding documents submitted by the **AGENCY** shall form an integral part of this Contract;

17. That the Contract of Security Services shall commence on **April 1, 2015 until December 31, 2015**, subject to the condition that both parties may terminate this Contract by serving a written notice one (1) month ahead of time;

18. That the **AGENCY** shall immediately pull out its security guards assigned at the **CLIENT'S** premises upon termination of this Contract of Security Services. Provided, however, in the exigency of service and/or if the circumstances warrant the **CLIENT** reserves the right to extend the services of the **AGENCY** under the same terms and conditions by serving a written notice one (1) month before the expiration of this contract;

  
RUBEN C. FLORES, M.D., M.H.A.  
Medical Center Chief II  
Dr. Jose Fabella Memorial Hospital

  
MERCILITA D. FORTIER  
Accountant III  
Dr. Jose Fabella Memorial Hospital

  
JAYME U. ANG  
President  
168 Security and Allied Services Inc.

  
CARLITO T. NARQUEZ  
President  
168 Security and Allied Services Inc.

19. That the parties hereto hereby agree that any and all actions arising from this Agreement shall be filed only at the proper court of the City of Manila.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have hereunto signed and executed these presents at the City of Manila, this \_\_\_\_\_

DR. JOSE FABELLA  
MEMORIAL HOSPITAL

168 SECURITY AND ALLIED  
SERVICES INC.

By:

By:

*RF*  
RUBEN C. FLORES, M.D., M.H.A.  
Medical Center Chief II

*JAYME U. ANG*  
JAYME U. ANG  
President

SIGNED IN THE PRESENCE OF:

*mf*  
MERCILITA D. FORTIER  
Accountant III

*CATHERINE T. BERNARDO*  
CATHERINE T. BERNARDO  
Marketing Head

ACKNOWLEDGEMENT

Republic of the Philippines )  
City of MANILA ) S.S.

BEFORE ME, personally appeared this 30 MAR 2015 in the MANILA CITY, Dr. RUBEN C. FLORES, representing DR. JOSE FABELLA MEMORIAL HOSPITAL with PRC Card, number 0044663 valid until December 13, 2018 and Mr. JAYME U. ANG, representing 168 SECURITY AND ALLIED SERVICES INC. with his SSS No. 03-1607636-2 valid until \_\_\_\_\_ known to me to be the same persons who signed and executed this Contract for the provision of Security Services consisting of four (4) pages and acknowledged before me that the same to be their free and voluntary act and deed, signed by the parties on the left hand margin of every page thereof.

WITNESS MY HAND AND SEAL, on the day and place herein above mentioned.

Doc. No. 228  
Page No. 40  
Book No. 6  
Series of 2015.

NOTARY PUBLIC

*JOSELYN C. FRIAL*  
JOSELYN C. FRIAL  
Notary Public-City of Manila  
Roll of Notaries No. 28967  
ISS No. 09242/1-0-11 Notary  
PTR No. 283426/1-0-15 Series 4  
MCLP Compliance No. IV-0011335, 01-07-2013  
Notarial Commission No. 2011-086/12-31-10  
Suite 302 CCI Bldg., 1091 N. Lopez St., Ermita, Manila



Republic of the Philippines  
Department of Health  
**DR. JOSE FABELLA MEMORIAL HOSPITAL**  
Lope de Vega St., Sta. Cruz, Manila  
Telephone nos. 734-55-61 to 65; 733-85-36 to 44



February 18, 2015

## **NOTICE OF AWARD**

### **NOA - 2015 - 07**

#### **168 SECURITY & ALLIED SERVICES, INC.**

Rm 2B 2<sup>nd</sup> Floor, AM Building  
#28 Quezon Avenue, Quezon City  
Tel No. 741-3168

Sir/Madam:

We are happy to inform you that the contract for the provision Security Services, this hospital, is hereby awarded to you as a result of re-bidding conducted on February 3, 2015:

1. Cost of Salaries and wages per security guard per month in accordance with latest wage order and/or prescribed by PADPAO	P 17,190.59
2. Cost of compulsory contribution of employer per security guard per month broken down as follows:	
2.1 Philippine Health Insurance (Medicare)	175.00
2.2 Pag-Ibig Fund	100.00
2.3 Employees' Compensation Commission/SSS Contribution	1,178.70
2.4 State Insurance	30.00
2.5 Retirement Benefits	845.63
2.6 Others	-
3. Cost of government taxes per security guard per month	207.75
4. Cost of Administrative expenses per security guard per month (Administrative Overhead and Margin)	1,731.33
<b>Total Amount per Security Guard per Month</b>	<b>P 21,459.00</b>
<b>Total Amount for Twenty (20) Security Guards per Month</b>	<b>P 429,180.00</b>
<b>Total Amount for Twenty (20) Security Guards for 12 months</b>	<b>P 5,150,160.00</b>

You are hereby requested to file your Performance Bond within ten (10) calendar days from receipt hereof in an amount equivalent to a percentage of the total contract price based on the schedule below:

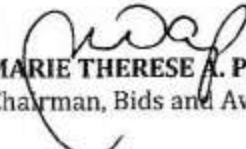
BAC

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a.) Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank	Five percent (5%)
b.) Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	
c.) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%)
d.) Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

Failure to provide the performance security shall constitute sufficient ground for the cancellation of the award and forfeiture of the bid security.

Please acknowledge agreement to the contents of this Notice of Award by signing under the word "Conforme" and return the original to us within two (2) days from receipt hereof.

Very truly yours,



**MARIE THERESE A. PACABIS, RN, RM, MAN**  
Chairman, Bids and Awards Committee

**APPROVED:**



**RUBEN C. FLORES, M.D., M.H.A.**  
Medical Center Chief II  
MTTB/acs

**CONFORME:**



\_\_\_\_\_  
Catherine T. Marquez                      Marketing Head                      March 3, 2015  
Printed Name and Signature of              Designation                      Date  
Authorized Signatory





Republic of the Philippines  
Department of Health  
**DR. JOSE FABELLA MEMORIAL HOSPITAL**  
Lope de Vega St., Sta. Cruz, Manila  
Telephone nos. 734-55-61 to 65; 733-85-36 to 44



**NOTICE TO PROCEED**  
NTP - 2015 - 07

March 5, 2015

**168 SECURITY AND ALLIED SERVICES, INC.**  
Rm. 2B 2<sup>nd</sup> Flr., AM Building  
#28 Quezon Avenue, Quezon City  
Tel No. 741-3168


Dear Sir/Madam:

The attached Contract Agreement having been approved, notice is hereby given to 168 Security And Allied Services, Inc. that services may proceed on the contract for the provision of **SECURITY SERVICES** effective April 1, 2015 to December 31, 2015.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below.

Very truly yours,

  
**RUBEN C. FLORES, M.D., M.H.A.**  
Medical Center Chief II  
MIJB/ah

I acknowledge receipt of this Notice on

March 30, 2015

Name of the Representative of the Bidder

C. THORINA T. MORALES

Authorized Signature





Republic of the Philippines  
Department of Health  
**DR. JOSE FABELLA MEMORIAL HOSPITAL**  
Lope de Vega St., Sta. Cruz, Manila  
Telephone nos. 734-55-61 to 65; 733-85-36 to 44



## **RESOLUTION**

### **No. 2015 - A - 07**

**WHEREAS**, the DJFMH advertised the Invitation to Apply for Eligibility and to Bid for the provision of **SECURITY SERVICES** in a newspaper of nationwide circulation, in the GEPS and at a conspicuous place at the premises of the DJFMH for seven days;

**WHEREAS**, in response to said advertisements, two (2) companies showed interest and attended the opening of bids conducted on **February 3, 2015** namely;

1. 168 Security & Allied Services
2. Ex-Bataan Security Services

**WHEREAS**, Ex-Bataan Security Services was disqualified in the opening of bids for failure to place its bid in a mother envelop;

**WHEREAS**, Ex-Bataan Security Services expressed its intention to submit a motion for reconsideration and was subsequently denied by the Bids and Awards Committee;

**WHEREAS**, 168 Security & Allied Services were declared *Eligible* and likewise passed preliminary examination of bids;

**WHEREAS**, 168 Security & Allied Services' bid is **P21,459.00/guard/month**;

**WHEREAS**, the Technical Working Group declared said bidder as **Complying** with the technical evaluation criteria;


**WHEREAS**, upon careful examination, validation and verification of all the eligibility, technical and financial requirements submitted by the lone complying bidder, its bids were found to be **Responsive**;




**WHEREFORE**, we, the Bids and Awards Committee resolved as it is hereby resolved to recommend award for the provision of Security Services to **168 Security & Allied Services** with the Lone Complying and Responsive Bid.

**RESOLVED** this 13th day of February, 2015 at the Dr. Jose Fabella Memorial Hospital.

**The Bids and Awards Committee:**

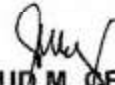
  
**MARIE THERESE A. PACABIS, RN, RM, MAN**  
Chairman  
(Nurse VII)

  
**LOURDES C. MENDOZA**  
Vice-Chair  
(Chief Administrative Officer)

  
**VICENTE PAULO M. PEREZ, M.D.**  
Member  
(Medical Specialist III)

  
**ALMA MINA S. ENRILE**  
Member  
(Financial & Management Officer II)

  
**MA. RUBI A. ARIOLA**  
Member  
(Supervising Administrative Officer)

  
**SALUD M. CELIZ**  
Member  
(Nurse IV)

**APPROVED:**

  
**RUBEN C. FLORES, M.D., M.H.A.**  
Medical Center Chief II