



Department of Health
 Central Luzon Center for Health Development
MARIVELES MENTAL HOSPITAL
P. Monroe St. Poblacion, Mariveles, Bataan,
Philippines, 2105



**NOTICE OF AWARD
 PROVISION OF SECURITY SERVICE 2019**

January 21, 2019

Mr. RONALD C. BANHI, CSMS
 President
 Sidekick Force Investigation and Security Services Inc.
 317L 2nd Floor Luy Wing Building,
 Lower Magsaysay Ave., Baguio City

Sir:

This is to inform you that the result of the Public Bidding for the **Provision of Security Service 2019** with contract price of **Php 1,620,000.00** conducted last January 15, 2019 is awarded to you.

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instruction to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security

Very truly yours,


 ZORAIDA F. AFABLE, MD
 Chairperson - Committee on Bids and Awards

APPROVED:


 MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
 Chief of Hospital II

CONFORME:

<i>Christian Albert N. Turko</i>		<i>02/08/19</i>
Name of Representative	Signature	Date

Vision
 The Mariveles Mental Hospital is a recognized specialty hospital aiming to be the leader on mental health care in Central Luzon

Mission
 We provide and promote quality mental health care through preventive, curative and rehabilitative services

Core Values
 Integrity
 Compassion
 Excellence

Quality Policy
 The Mariveles Mental Hospital is committed to provide affordable and quality mental health care with Integrity, Compassion and Excellence.

We shall ensure compliance with statutory and regulatory requirements.

We pledge to continually improve our Quality Management System to exceed our clients' satisfaction.





Department of Health
 Central Luzon Center for Health Development
MARIVELES MENTAL HOSPITAL
*P. Monroe St. Poblacion, Mariveles, Bataan,
 Philippines, 2105*



**NOTICE TO PROCEED
 PROVISION OF SECURITY SERVICE 2019**

January 23, 2019

Mr. RONALD C. BANHI, CSMS
 President

Sidekick Force Investigation and Security Services, Inc.
 317L 2nd Floor Luy Wing Building,
 Lower Magsaysay Ave., Baguio City

Sir:

The Attached Notice of Award having been approved, notice is hereby given to **SIDEKICK FORCE INVESTIGATION AND SECURITY SERVICES, INC.** that work may proceed on the **THE PROVISION OF SECURITY SERVICE 2019** effective on February 16, 2019 upon posting of your performance security and after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and condition 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. Keep one copy and return the other to the **MARIVELES MENTAL HOSPITAL**.

Very truly yours,

MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
 Chief of Hospital II

I acknowledge receipt of this Notice on 02/13/19

Name of the Representative of the Bidder: Christian Albert Turda

Authorized Signature:

Vision
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Trunkline +63(047) 935-4617; Telefax +63(047) 935-4138

mail@mmh.gov.ph hr@mmh.gov.ph pet@mmh.gov.ph
hops@mmh.gov.ph medical@mmh.gov.ph nursing@mmh.gov.ph finance@mmh.gov.ph

MMH-HOP-04-08-02

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

The **MARIVELES MENTAL HOSPITAL**, a government instrumentality with principal office at Mariveles Bataan, represented in this act by its Chief of Hospital II, MMH, **MARIA LOURDES L. EVANGELISTA, M.D., DSBPP**, who is duly authorized to represent in this transaction, hereinafter referred to as the **CLIENT**.

The **SIDEKICK FORCE INVESTIGATION & SECURITY SERVICES, INC.**, duly licensed under SEC Registration No. CS200314030, with office address at 317 Luv Wing Building, Magsaysay Avenue, Baguio City, represented in this act by its President and General Manager, **Mr. RONALD C. BAHNI, Security Director/CEO**, who is duly authorized to represent in this transaction, hereinafter referred to as the **CONTRACTOR**.

WITNESSETH, that

WHEREAS, the **CLIENT** needs the Security Contractor to render security services with installation of a High Definition Closed Circuit Television (CCTV) in twelve (12) identified areas for the **MARIVELES MENTAL HOSPITAL**, Mariveles, Bataan.

WHEREAS, the **CONTRACTOR** was given the award in the Bidding for the Provision of Security Services 2019.

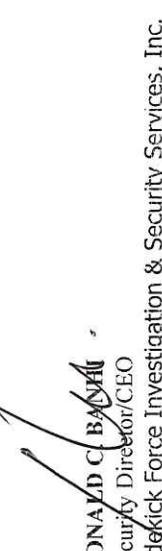
NOW THEREFORE, for and in consideration of the foregoing premises and of mutual covenants and stipulations hereinafter set forth, the parties hereto agreed and do hereby agree as follows:

SCOPE OF THE SECURITY WORK

1. The **CONTRACTOR** shall provide and make available the nine (9) qualified, acceptable, currently licensed, bonded, armed and uniformed security guards on a 24-hour daily coverage for the **CLIENT'S** properties, for the purpose of ensuring its security and safety, as well as the persons and properties of the employees and authorized visitors against losses and damage due to and/or caused by theft, pilferage, robbery and/or other unlawful acts of strangers and/or third parties.
2. The **CONTRACTOR** shall provide nine (9) guards for three (3) shifts a day.
3. The **CONTRACTOR** shall be liable for any loss, injury or damage to life and/or property within **CLIENT** premises and all the contents thereof when such could have been avoided/prevented had the agency guard(s) not been negligent and/or remiss in the performance of the assigned duties and responsibilities; provided that such loss, injury or damage shall be reported by the **CLIENT** (Chief of Hospital II or Chief Administrative Officer) to the **CONTRACTOR** through any of its guards assigned with the **CLIENT** within forty-eight (48) hours from the time of discovery of such loss, injury or damage. And provided however that such loss, injury or damage is not solely attributable to the **CLIENT**.


ALDRIN O. MUROS
Sidekick Force Investigation & Security Services, Inc.
Witness


EMILY V. RYMUNDO, MPA
Chief Administrative Officer
Witness


RONALD C. BAHNI
Security Director/CEO
Sidekick Force Investigation & Security Services, Inc.


MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
Chief of Hospital II
Mariveles Mental Hospital

4. The **CONTRACTOR** shall not be responsible in the loss of personal effects, pocketable items or accountable properties, or that of individual employees of the CLIENT, especially articles placed under table drawers, are excluded from the coverage of the provision.

5. The **CONTRACTOR** shall, at all times, extend security protection to CLIENTS, OFFICIALS, EMPLOYEES and AUTHORIZED VISITORS and their personal properties within the hospital.

PAYMENT

CLIENT shall pay CONTRACTOR'S monthly billing based on the latter's actual performance of the services called for under this contract taking into account the actual number of guards, their actual tour of duty and respective compensations per month as listed in ANNEX "A" hereof, and deductions for penalties under the Penalties for Offenses of Violation of Rules. Provided the CLIENT shall immediately inform the CONTRACTOR upon occurrence of violation indicated.

CONSIDERATION

For and in consideration of the services to be rendered by said CONTRACTOR to the CLIENT during the term of this Agreement, the CLIENT shall pay directly to the CONTRACTOR the amount of **FIFTEEN THOUSAND PESOS (15,000.00) ONLY** per month per security guard on eight (8) hours duty daily as indicated in the attached Annex "A" of this Agreement.

MANNER OF PAYMENT

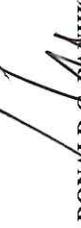
Payment shall be made every fifteenth (15th) day of the month for the security services rendered per billing submitted by the CONTRACTOR. The bill of CONTRACTOR shall be supported by properly signed Daily Time Records countersigned by the CLIENT'S authorized representative and scheduled duties. Where Bundy Clock is available, it shall be used to record the Tour of Duty of guards. If not, it shall be printed clearly on the Daily Attendance Sheet. Accomplished time cards, schedule of duty, and billing which includes the number of security guards not exceeding those listed in the schedule of security post, shall be submitted for payment.

OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR

1. It is expressly understood and agreed upon that for all legal intents and purposes, all the guards employed under this Contract shall not be considered employees of the CLIENT. The CONTRACTOR assumes full responsibility for the faithful and complete performance of the security guards of all their duties pursuant to the provisions of this Contract.
2. CONTRACTOR shall ensure/guarantee that its security guards shall familiarize themselves with the CLIENT'S officers, employees and authorized visitors and at all time accord with them with the highest respect and courtesy.
3. CONTRACTOR shall submit promptly every morning to the CLIENT, through its Chief Administrative Officer guard monitoring reports, as well as reports of all incidents like loss, injury or damage to life and property involving Mariveles Mental Hospital property and personnel and authorized visitors of the previous day.


ARIZ C. VARDEL
Sidekick Force Investigation & Security Services, Inc.
Witness


EMILIO V. RAYMUNDO, MPA
Chief Administrative Officer
Witness


RONALD C. BANIH
Security Director/CEO
Sidekick Force Investigation & Security Services, Inc.


MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
Chief of Hospital II
Mariveles Mental Hospital


ARTHUR O. VAUDERZ
Sidekick Force Investigation & Security Services, Inc.
Witness


EMILY V. RAYMUNDO, MPA
Chief Administrative Officer
Witness

RONALD C. BANHI
Security Director/CEO
Sidekick Force Investigation & Security Services, Inc.


MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
Chief of Hospital II
Mariaveles Mental Hospital

4. CONTRACTOR shall provide communication and other security service equipment as required in this contract, to wit:
 - 12 units High Definition CCTV in identified areas by the CLIENT.
 - 1 unit .38 Caliber Revolver
 - 2 units Radio Transceiver
 - 2 units Spare Radio Battery
 - 1 unit Metal Detector
 - 1 unit Locker
5. CONTRACTOR shall make sure that all high definition closed circuit television is functional and well maintained.
6. CONTRACTOR shall assign security guards acceptable to the CLIENT and CONTRACTOR shall not pull-out any security guard from the CLIENT without written consent from the latter.
7. CONTRACTOR shall provide the CLIENT with the number of guards as stated in ANNEX "A".
8. CONTRACTOR shall employ currently licensed, uniformed and armed guards who shall meet the following qualifications:
 - a. Ages 21-50 years old;
 - b. Preferably a high school graduate;
 - c. Must be a Filipino citizen;
 - d. At least 5'4" in height and 130-180lbs;
 - e. Must be physically and mentally fit;
 - f. Of good moral character, mentally sound and with no criminal or police record. Must have clearance from the local police and National Bureau of Investigation and must have passed both psychological and drug tests;
 - g. Not an employee of Procuring Entity;
 - h. Holder of a Certificate of Training for Security Guards as per Republic Act No. 5487;
 - i. Holder of valid security guard's license issued by the PNP SOSIA and valid for at least one (1) year from date of posting;
 - j. In proper uniform;
 - k. Capable of assimilating written and/or oral instructions in English and Filipino and can render intelligible reports;
 - l. Supervisor to be assigned must also possess the following qualifications in addition to the above qualification:
 - Completed at least two (2) years in college.
 - At least three (3) years in experience on supervisory job.
 - Equipped with a Special Order designating him as the Security Supervisor issued by Security Agency.
 - Must be in proper uniform (Polo Barong) or equivalent uniform.
9. CONTRACTOR shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the CLIENT.

RIGHT OF THE CLIENT

1. The CLIENT shall have the authority and prerogative to conduct inspection to the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.
2. The CLIENT shall have the right to increase or decrease the number or guards as the necessity for the same arises.
3. The CONTRACTOR Security Guards shall be under the supervision and control of the CLIENT with respect to deployment, work shifts, and execution of security plans.
4. The CLIENT shall deduct penalties for absences of guards without reliever posted and tardiness of the security guards and other violations of the guards and of the CONTRACTOR from the CONTRACTOR'S monthly billings as provided in penalties for offenses or violations of rules after taking into account the provisions on payment.
5. The CLIENT shall have no authority and prerogative to impose disciplinary sanctions for any violation committed by the CONTRACTOR'S security guards during his tour of duty or off duty while inside the premises of the CLIENT. It is expressly understood that for all intents and purposes, all guards of the CONTRACTOR are its employees alone and that there is no employer-employee relationship between the CLIENT and the security guards. But the CLIENT has the right to ask for a change, replacement, or substitute of CONTRACTOR guards assigned to them on a legitimate reason that nothing, this agreement, shall be construed as to deprive of the CONTRACTOR of its right to replace, substitute, transfer or discipline its guards for any cause it may deem proper, in which the case the CLIENT shall be given prior notice of the substitution or replacement.

PENALTIES FOR OFFENSE OR VIOLATION OR RULES

1. The CLIENT shall impose on CONTRACTOR penalties for violation of this Contract committed by the CONTRACTOR as listed below:

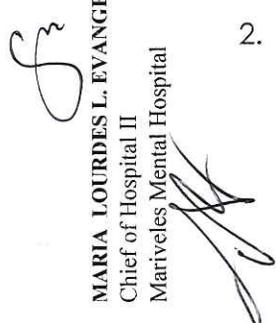
<u>CONTRACTOR VIOLATIONS</u>	<u>PENALTY</u>
a. CONTRACTOR has not issued any firearm or issued firearm is unserviceable/has issued expire license.	Deduction from the billing of P100.00 per day.
b. CONTRATOR has not issued required equipment as per Contract/has issued unserviceable and/or defective/unusable.	Deduction of P50.00 per day.
c. CONTRACTOR has posted guards not qualified as per Contract.	Deduction of P100.00 per day

2. The CLIENT shall impose on the CONTRACTOR corresponding penalties for offenses or violation as listed below without prejudice to penalties that may be imposed on the individual erring guard by CONTRACTOR.


ARNOLD O. VANDEN
 Sidekick Force Investigation & Security Services, Inc.
 Witness


EMILY V. RAYMUNDO, MPA
 Chief Administrative Officer
 Witness


RONALD C. BANHI
 Security Director/CEO
 Sidekick Force Investigation & Security Services, Inc.


MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
 Chief of Hospital II
 Mariveles Mental Hospital

A. VALDEZ
Sidekick Force Investigation & Security Services, Inc.
Witness

EMILY V. RAYMUNDO, MPA
Chief Administrative Officer
Witness

RONALD C. BANHI
Security Director/CEO
Sidekick Force Investigation & Security Services, Inc.

MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
Chief of Hospital II
Mariveles Mental Hospital

OFFENSES

- A. Security guard assaulting, injuring, or killing CLIENT official/employee/consultant/contractual worker/trainee/authorized visitor/ volunteer/ within the CLIENT premises.
- B. Security guard found pilfering, stealing, sabotaging, destroying, or vandalizing CLIENT property whether on or off duty within CLIENT premises
- C. Abandonment of post
- D. Displaying discourteous or rude manner while in the performance of duty or not rendering appropriate respect and courtesy to any person.
- E. Shift duty in excess of eight (8) hours without permission from the CLIENT. Subject to the provision of paragraph 2 under Scope of Security Work mentioned above.
- F. Security guard found sleeping on duty.
- G. Security guard smoking, reading comics and/or other unofficial reading materials /unofficial use of cellphone while on duty; wearing improper uniform, non-regulation haircut, non-wearing of ID, reporting late or duty or absent without due notice.

PENALTY

Deduction from the billing of P30,000/per person, in case of death as indemnity to the victim's heir, or cost of hospitalization in case of physical injury, without prejudice to the criminal prosecution of the guard and his immediate removal from the CLIENT'S service.

Deduction from the billing of the cost of replacement/repair of affected property after notice and investigation and immediate removal from CLIENTS'S service.

Deduction from the billing of P100/incident and removal of the guard from the CLIENTS service.

Deduction from the billing of P50/guard for the first offense, P100 per guard for second offense and P200/ guard on third offense and removal of guard from CLIENT'S service.

Deduction form billing of P50 per incident.

Deduction from the billing of P50/ incident and replacement of the guard upon receipt of the CLIENT'S notice.

Deduction of P50 for first offense, P80 for second offense, and P100 for third offense.

PERIOD OF EFFECTIVITY

1. This contract shall be effective on February 01, 2019 to December 31, 2019 but may be pre-terminated by either party at any time for justifiable cause, by giving advance 15-day notice in writing to the other;
2. Provided, that for the failure to enter into another Contract after December 31, 2019 the CLIENT may, at its option, extend it for a period of 3 months from its expiry date until a new Contract is made effective, subject to the same terms and conditions therein.

IN WITNESS WHEREOF, the parties have hereunder set their hands and affixed their signature this ____ day of January 2019 at Mariveles, Bataan.

MARIVELES MENTAL HOSPITAL

Sidekick Force Investigation & Security Agency, Inc.

by:

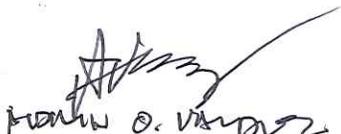
by:


MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
Chief of Hospital II


RONALD C. BANHI
Security Director/CEO


WITNESSETH


EMILY V. RAYMUNDO
Chief Administrative Officer


RONALD C. BANHI
Sidekick Force Investigation & Security Agency, Inc.

Certified Funds Available:


AEROL BRYAN M. DAQUER, CPA
Accountant IV

ANNEX "A" TO SECURITY CONTRACT

- I. Location:** **MARIVELES MENTAL HOSPITAL**
- II. SECURITY FORCE** Regular Security Guards
- III. NUMBER:** Nine (9) Regular Security Guards
- IV. SERVICE RATES MONTHLY**
- PESOS:** **FIFTEEN THOUSAND PESOS (P15,000.00) Only** per month per security guard on eight (8) hours duty daily.
- V. EFFECTIVITY:** **February 01, 2019 - December 31, 2019**
- VI. FIREARMS:** **1 unit 38 Caliber Revolver**
- VII. COMMUNICATION EQUIPMENT:** **12 units High Definition CCTV in identified areas of the Client (FUNCTIONAL AND WELL-MAINTAINED)**
2 units Radio Transceiver
2 units Spare Radio Battery
- VIII. METAL DETECTOR:** **1 unit Metal Detector**
- IX. LOCKER:** **1 unit Locker**

MARIVELES MENTAL HOSPITAL

Sidekick Force Investigation & Security Services, Inc.

by:

by:


MARIA LOURDES L. EVANGELISTA, M.D., DSBPP
Chief of Hospital II


RONALD C. BANHI
Security Director/CEO


WITNESSETH


EMILY V. RAYMUNDO, MPA
Chief Administrative Officer


AUDRIN O. VALDEZ
Sidekick Force Investigation & Security Services, Inc.

Nota Bene: Deployment and Duties and Responsibilities of the guards to be provided by the CLIENT from time to time.

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Bataan) S.S.
Municipality of Mariveles Quezon City)

FEB 12 2019

BEFORE ME, a Notary Public, this _____ at
Quezon City personally appeared:

MA. LOURDES L. EVANGELISTA, M.D.
OIC – Chief of Hospital II
Community Tax Certificate _____
Issued on _____
Issued at _____

RONALD C. BANHI
Security Director/CEO
Community Tax Certificate _____
Issued on _____
Issued at _____

Known to me and to me known to be the same persons who executed the foregoing instrument with seven (7) pages including this acknowledgment and acknowledged to me that the same is their own free will and voluntary act and deed.

WITNESS MY HAND AND SEAL, this FEB 12 2019 at
Quezon City.

DOC. NO. 476
PAGE NO. 96
BOOK NO. 189
SERIES OF 2019

NOTARY PUBLIC
LUIS M. DE VERA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR NO. 7347038/ 01/03/2019/Q.C
ROLL NO. 20761 /5TH MCLE NO .0009642
IBP AR 41549186 /01-03-19/Q.C
D-7, C-PLAZA CONGRESSIONAL AVE
COR. EDSA, QUEZON CITY
TIN- 218-545-247