

UNIVERSITY OF THE PHILIPPINES
Gov. Pack Road, Baguio City

**GENERAL CONTRACY AGREEMENT FOR
ELEVEN (11) MONTH SECURITY SERVICES**

KNOWN BY ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____ 2022 at Baguio City, Philippines, by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university, created by virtue of Act. No. 1870, as amended and strengthened by Republic Act No. 9500, through its constituent university, **UNIVERSITY OF THE PHILIPPINES BAGUIO**, represented herein by its Chancellor, **CORAZON L. ABANSI**, hereinafter referred to as the "**UNIVERSITY**";

and

CARLOMAXIMUS SECURITY AGENCY INC., a private security service firm, organized and existing by virtue of the laws of the Republic of the Philippines with address at Unit 4A KDC Building, Marcos Highway, Baguio City, represented herein by its Vice President & COO, **MARCIAL M. LICAN**, and hereinafter referred to as the "**AGENCY**",

WITNESSETH: That

WHEREAS, the University desires to contract security services from a private agency to guard and protect the academic and administrative buildings within the U.P. Baguio Campus, including the properties found therein and the immediate premises thereat, as well as the members of the faculty, students, personnel, and visitors therein, and all the vehicles parked in the said premises, from assault, trespass, arson, theft, robbery, mischief, or other unlawful or negligent acts;

WHEREAS, the proper competitive selection procedure mandated by law was conducted by the UNIVERSITY, and after due consideration therefrom, the AGENCY'S bid was determined to be the most advantageous to the UNIVERSITY;

WHEREAS, the AGENCY has offered to provide the security services desired by the UNIVERSITY, at a cost the specifics of which are shown in the bid entered by the AGENCY, a copy of which is attached hereto and made an integral part hereof as Annex "A";

WHEREAS, the UNIVERSITY is willing to accept, as it hereby accepts, the AGENCY'S offer to provide security services, in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions herein contained, the parties have agreed as follows:

1. The AGENCY shall provide Thirty One (31) licensed, qualified, and uniformed guards with authorized and licensed firearms, at the prescribed buildings and premises, per attached list marked as Annex "B", everyday including Saturdays, Sundays and holidays, to fully and adequately guard and protect from injuries, damages and losses of whatever nature, extent or description through assault, trespass, arson, theft, robbery, mischief or any unlawful or negligent act, the said buildings, the faculty, students, personnel, visitors and properties located therein and all the cars parked in the premises; Provided that the number of security guards may be increased or decreased by mutual written agreement

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of the parties, depending upon the security requirements of the UNIVERSITY, Provided further that the AGENCY shall have a pool of available reserve guards to ensure the presence of adequate relievers whenever the need arises.

The AGENCY shall adopt a guarding scheme of three (3) working shifts of eight (8) hours each, deploying Thirty One (31) guards per day, in accordance with the following schedules:

Post	1 st Shift (6:00AM-2:00PM)	2 nd Shift (2:00PM-10:00PM)	3 rd Shift (10:00PM-6:00AM)	Single Post
Entrance	1 Female	1 Female	1 Male	
Roving	1 Male	1 Male	1 Male	
College of Social Sciences	1 Male	1 Male	1 Male	
Library	1 Female	1 Male	1 Male	
Human Kinetics Program Building	1 Male	1 Male	1 Male	
Residence Hall (Dorm)	1 Female	1 Female	1 Male	
Balay Internasional	1 Male	1 Male	1 Male	
Balay Internasional and Dorm Roving	1 Male	1 Male	1 Male	
Main Exit	1 Male	1 Male		
College of Arts and Communications			1 Male	
Kolehiyo ng Agham		1 Male		
Guard House				1 Female 8:00AM to 4:00 PM
Museo Kordilyera				1 Male 9:00 AM to 5:00 PM
Traffic				1 Male 7:00 AM to 3:00 PM

2. The following documents as incorporated hereto and shall be deemed to form and be read and construed as part of this Agreement, viz:

- a. Cost Distribution (Annex A)
- b. List of Buildings (Annex B)
- c. the Supplier's Bid (Annex C)
- d. the Schedule of Requirements (Annex D)
- e. Standard Operating Procedures (Annex E)
- f. Supplemental Conditions (Annex F)

3. The AGENCY shall assign duly licensed security guards who, before discharging their duties as such, shall submit to the UNIVERSITY 201 files to include the following documents:

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- a. Clearances from the NBI, PNP and Fiscal certifying that their guards have no criminal/derogatory record, have not been convicted of any offense, and have no pending cases against them;
- b. Medical certificate from a government physician certifying the physical fitness of their guards;
- c. Neuro-psychiatric test conducted by a government physician showing the mental/emotional health of the guards;
- d. Certificate from the Barangay Captain of the barangay where their guards are presently residing attesting that they are of good moral character, courteous, honest, and not addicted to drugs or any narcotics and not alcoholics;
- e. Certificate from the agency that their guards are of good moral character, courteous, honest not addicted to drugs or any narcotics and alcohol;
- f. Certification from the previous employer of the guards that the latter have not been dishonorably discharged/separated or forced to resign for questionable behavior;
- g. Original and xerox copy of their guard's respective licenses and serial numbers of their firearms; and,
- h. COVID-19 Vaccine Passport.

4. The UNIVERSITY shall have the right to ask for, and the AGENCY shall be bound to immediately furnish security guards other than the ones actually assigned to the premises, if for any reason the security guards so assigned become unacceptable to the UNIVERSITY.

5. The AGENCY shall be responsible for the supervision and control of its Security Guards and other personnel assigned to the UNIVERSITY. The AGENCY hereby warrants its faithful compliance with its obligations as the employer of such security guards or personnel. The UNIVERSITY shall not in any way be held responsible or be liable for any claim or damages, or injury or death arising from, or suffered by such security guards or personnel, occurring in the course of the performance of their duties and/or functions. In this regard, the AGENCY shall maintain and keep the UNIVERSITY free and harmless from any liability or charges imposed upon the AGENCY for violation of the New Labor Code, its amendments or any law or ordinance, and in proper cases, indemnify the UNIVERSITY for any liability or charge imposed or sought to be imposed upon the UNIVERSITY by reason of its contract with the AGENCY. It shall likewise keep the UNIVERSITY free and harmless from all claims, demands, suits or judgments, including costs and expenses arising out of or by reason of injury or damage to property or injury to or death of persons due to operations of the AGENCY.

6. The AGENCY, shall inform and make its security guards aware of their general and specific instructions, and orient them on UNIVERSITY policies, and the rules and regulations in their respective areas of assignment.

7. The UNIVERSITY, through the UP Baguio Police Force, shall supervise and monitor the actual delivery of security services by such security guards and personnel at their assigned posts. For this purpose, the AGENCY hereby recognizes the right of the UNIVERSITY to dialogue or meet with security guards and other personnel.

The UPB Vice Chancellor for Administration shall direct the UP Baguio Police Force to submit a report of its monitoring of the Agency every 15th and 30th of the month to the

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Chancellor, providing copies thereof to the Office of the Vice Chancellor for Administration, UP Baguio.

8. The AGENCY shall at its own expense; make daily and periodic inspection of the guards assigned to the UNIVERSITY's premises and shall exercise discipline, control, supervision and administration over the security guards or personnel assigned to the UNIVERSITY in accordance with R.A. 5487 otherwise known as the "Private Security Agency Law". The UNIVERSITY or its authorized official shall have the right to inspect security guards or personnel of the AGENCY assigned to the UNIVERSITY with the purpose of determining the quality and acceptability of the services rendered by the AGENCY to the UNIVERSITY. It is expressly understood and agreed that the UNIVERSITY may, at any time, request the immediate replacement of any or all the AGENCY's security guards or personnel assigned to the UNIVERSITY for justifiable reasons.

9. The UNIVERSITY, through the Office of the Vice Chancellor for Administration, shall also conduct a monthly evaluation of the performance of the security guards.

The report to the Vice Chancellor for Administration shall include, but not be limited, to the following matters:

1. Deployment and performance of AGENCY personnel;
2. Problems encountered and suggested solutions;
3. Agency's compliance with the provisions of this contract.

The Office of the Vice Chancellor for Administration shall collate and analyze all monthly reports from the OIC of the UP Baguio Security Office and rate the over-all performance of the AGENCY, as "Very Good", "Good", "Fair", or "Poor", for the purpose stated in Section 22 of this contract.

10. Security Guards shall be hired by the AGENCY itself, and this Contract shall not be deemed in anyway to constitute a Contract of Employment between the UNIVERSITY and any of the security guards hired by the AGENCY, but merely as a contract specifying the conditions under which the AGENCY shall render services to the UNIVERSITY, and nothing herein contained shall be construed as constituting a partnership or joint venture between the AGENCY and the UNIVERSITY, and the AGENCY shall in all respects be deemed to perform the functions hereunder as an Independent Contractor.

The AGENCY shall equip and provide each security guard, who must always be in proper uniform, with a flashlight, club, whistle and other equipment which might be needed for security purposes at all times. At least one security guard per building shall be equipped with a serviceable licensed firearm.

11. As a pre-condition to this contract the Contractor is responsible for informing all his employees of the University Rules and Regulations which they are expected to observe at all times. A copy of said rules and regulations are hereto attached as Annex "E". The guards to be assigned to UP Baguio based on this Contract must attend the Anti- Sexual Harassment Orientation within three (3) weeks from date of Notice of Award.

12. The AGENCY shall be liable, jointly and severally with its security guards, to the UNIVERSITY or to any person mentioned in Section 1 hereof; for any injury or damage suffered by them, or for any damage to, or loss of, property during the time of security coverage of the building and their immediate premises, due to assault, arson, theft, robbery, mischief of any unlawful or negligent act.

On the basis of the investigation conducted by the Vice Chancellor for Administration with the AGENCY represented by its duly authorized representative, the Office of the Vice Chancellor for Administration shall determine if the guard of the AGENCY, or the AGENCY itself, was at fault or negligent or did not exercise the due diligence required under the circumstances, to prevent or minimize injury to persons or damage or loss of property.

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In this regard, it shall be the duty of the Vice Chancellor for Administration to gather, and submit to the UP Baguio Legal Office all necessary documentary evidence to support a finding of negligence, if warranted on the part of the guards of the AGENCY. The report of the Vice Chancellor for Administration involving injury to persons or damage to or loss of property within the scope of the AGENCY's responsibility must be submitted to the UP Baguio Legal Office not later than twenty four (24) hours after the termination of each investigation.

The findings of the UP Baguio Legal Office shall bind the AGENCY, unless the latter appeals to the U.P. Baguio Chancellor within a period of ten (10) days from the time that it is notified. The decision of the Chancellor shall be final and unappealable for the purpose of fixing responsibility for the injury, damage, or loss;

13. The AGENCY shall not be liable for losses and/or damages due to the following:

1. Fortuitous events/force majeure beyond the control of the guards to prevent fire, storm, flood, earthquake, acts of public enemy, war, rebellion, insurrection, acts of God, or the order of any court or regulatory or arbitral body of component jurisdiction; and
2. Orders of the duly authorized official or representative of the UNIVERSITY beyond the scope of this Contract.

14. The AGENCY hereby constitutes the Cashier's office at U.P. Baguio as its attorney-in-Fact for the purpose of withholding such amount owing to the AGENCY as might be sufficient to satisfy its liability to the UNIVERSITY and/or persons as determined in paragraph 7 and 21. For this purpose, it shall be the duty of the Vice Chancellor for Administration to advise the U.P. Baguio Accounting Office of any reported injury to persons, damage to or loss of property within twenty four (24) hours after taking cognizance thereof, copies furnished the U.P. Baguio Cashier's, the Office of the Chancellor, UP Baguio Legal Office and the AGENCY;

15. The foregoing stipulations notwithstanding, the AGENCY undertakes that its guards shall faithfully perform such other duties and responsibilities communicated to it in writing which the UNIVERSITY may require;

16. The AGENCY shall assume full and exclusive obligation to pay on time the wages of the security guards assigned to the UNIVERSITY under this Contract, including claims and other compensation as may be legally due said security guards, it being understood that the security guards are not employees of the UNIVERSITY but that of the AGENCY. The AGENCY hereby expressly agrees to absolve the UNIVERSITY from any liability arising from any present or future labor case involving any of its security guards in the performance of his/her functions of whatever nature pursuant to this Contract, as the same shall be fully assumed solely and exclusively by the AGENCY.

17. The UNIVERSITY, through the Vice Chancellor for Administration, may at any time during the effectivity of this CONTRACT require the AGENCY to replace any security guards assigned by virtue of this Contract, and the Agency shall comply therewith within twenty four (24) hours from notice.

18. For and in consideration of the services and responsibilities fully and absolutely assumed by the AGENCY under this contract, the UNIVERSITY shall pay the AGENCY the amount **Six Million Two Hundred Twenty Nine Thousand Seven Hundred Sixty Seven Pesos and 50/100 Only (PhP 6,229,767.50)** for Eleven (11) months or **Five Hundred Sixty Six Thousand Three Hundred Forty Two and 50/100 Only (PhP 566,342.50)** per month, subject to adjustment if there are new government issuance in mandatory contributions, for a total of Thirty One (31) security guards based on the Cost Distribution indicated in the agency's proposal attached hereto as Annex "A" and made an integral part hereof. The aforesaid amount shall be payable at the end of each month, subject to the usual government accounting and auditing rules and regulations; Provided

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that all taxes due the Government shall be borne by the AGENCY; Provided further, that should the UNIVERSITY desire to increase the number of guards in excess of that stipulated herein any time before the expiration of this Contract, the rate per guard per month shall be the same as the corresponding rate previously specified herein. In the event of a government-mandated increase in wages during the effectivity of this Contract, the contract price may be increased accordingly by an amount not exceeding the additional wages and benefits required by the law. The same shall be implemented only when funds allocated and appropriated for the purpose are available.

In addition to the salary of the guards that will be assigned to the University, the Agency will provide "add-ons" to the guards at no extra cost to the University as embodied in the Supplemental Services attached hereto as Annex "D".

19. As a pre-condition for any payment by the UNIVERSITY to the AGENCY under this contract, the latter shall submit to the Vice Chancellor for Administration official certifications from the appropriate government institutions concerned that the AGENCY has duly paid for Social Security Services, PhilHealth, and State Insurance Contributions, and other benefits of its employees under existing laws and regulations. It shall also submit a certification that each guard or employee assigned to the UNIVERSITY has duly received the corresponding wages and other compensation due them as provided by law. The payroll of the security guards assigned to the UNIVERSITY with the corresponding signatures indicating periods of time actually rendered as service must also be attached to said certification.

Failure of the AGENCY to submit the above mentioned certifications earlier than five (5) days prior to the date of payment by the UNIVERSITY as provided under this Contract shall be considered a violation of the terms and conditions of this contract and shall give the UNIVERSITY the right to unilaterally rescind, revoke or terminate this contract, or withhold payment to the AGENCY until the latter shall have complied with the provision.

If any of the above mentioned certifications are found to have forged signatures or fictitious names of the guards currently assigned to the subject premises within the U.P. Baguio campus, then the same shall likewise be considered a serious breach of this contract, which shall warrant the immediate rescission or pre-termination thereof, without prejudice to the taking of whatever other legal actions, sanctions or remedies are available to the UNIVERSITY under the law.

20. The Standard Operating Procedure on Agency Guards marked (Annex E) and Supplemental Conditions (Annex F), shall form part of this Contract and shall be observed by both parties.

21. Violation of any or all of the above terms and conditions shall give the UNIVERSITY the right to rescind, revoke or pre-terminate this Contract, without prejudice to the filing by the UNIVERSITY of the appropriate court action as warranted by the circumstances.

22. This Contract may also be pre-terminated if the AGENCY receives an over-all rating below "Good", as defined in Section 9 hereof, twice during the entire contract period.

23. In case of termination or pre-termination of this Contract for any of the reasons cited in the preceding sections, the UNIVERSITY shall serve a written notice to the AGENCY within fifteen (15) days before the intended date of pre-termination.

24. The AGENCY hereby commits to vacate the premises upon the termination or pre-termination of this contract, and to peacefully turnover the premises to the incoming security agency that the UNIVERSITY will choose pursuant to government auditing and accounting rules and regulations. For this purpose, the AGENCY hereby designates the UNIVERSITY as its Attorney-in-Fact to effectuate the aforesaid purpose expressly

authorizing the UNIVERSITY to take over possession of the premises, if still with the AGENCY at the time the contract expires, and to remove, take out, or otherwise cause to be transferred to any suitable storage space outside the premises subject of this contract at cost to the AGENCY, the personnel, equipment, facilities, fixtures and other movable property belonging to the AGENCY. In addition, the sum of ONE THOUSAND PESOS (P 1, 000.00) shall be deducted from any amount due or outstanding to the AGENCY for each day beyond December 31, 2022 that they unlawfully withhold the premises or delay in voluntarily removing said personnel, equipment, facilities, fixtures and other movable property from the premises of U.P. Baguio.

25. This Contract shall be effective from **February 1, 2022 to December 31, 2022.**

It is hereby understood that no renewal, hold-over or extension shall be allowed unless expressly agreed upon in writing by the UNIVERSITY and communicated to the AGENCY herein at least sixty (60) days before the expiration of the contract; Provided that, in case an emergency situation arises within the sixty (60) day period prior to the expiration date, a shorter period to notify the AGENCY about any such renewal, hold-over or extension, shall be done by the UNIVERSITY.

26. In the event of any breach of the terms and conditions of this Contract by the AGENCY, or in case the UNIVERSITY is impleaded in any litigation, initiated or brought by any of the personnel of the AGENCY, or by any third party as a consequence of the acts of the AGENCY or its personnel and the UNIVERSITY is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial forum, the AGENCY, by way of attorney's fees, binds itself to pay the UNIVERSITY a sum equivalent to twenty five percent (25%) of the total amount claimed, but in no case less than Ten Thousand Pesos (PHP 10, 000.00), aside from any and all damages and costs of litigation including other expenses to which the UNIVERSITY may be entitled under the law.

27. It is hereby understood that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be the proper courts in Baguio City only.

28. The failure of the UNIVERSITY to insist upon a strict performance of any of the terms, conditions, covenants hereof, shall neither be deemed a relinquishment or waiver or any right or remedy that the UNIVERSITY may have, nor shall it be construed a waiver of any subsequent breach or default of the terms and conditions herein contained, which shall be deemed to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures on the date and at the place first above written.

UNIVERSITY OF THE PHILIPPINES
BAGUIO


By:



CORAZON L. ABANSI
Chancellor

CARLOMAXIMUS SECURITY
AGENCY INC.

By:



MARCIAL M. LICAN
President & COO

Signed in the presence of:



SANTOS JOSE O. DACANAY III
Vice Chancellor for Administration

Certified: Funds Available

CECILE G. DANGAWEN
Chief, Accounting Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
BAGUIO CITY) s.s.

BEFORE ME, a Notary Public for and in the Baguio City personally appeared on April 13, 2022, the following persons, presenting to me their respective Competent Evidence of Identity, as indicated below:

Name	GIID No.	Issued At/On
CORAZON L. ABANSI		
MARCIAL M. LICAN	001-851-361	02-18-1998

known to me and identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument denominated as the Contract for Eleven (11) Months Security Services consisting of Eight (8) pages, including this page, having acknowledged before me that it is their own, respective, free and voluntary act and deed and that of the entity/institution that they represent.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date and at the place indicated.

Doc. No. 308;
Page No. 63;
Book No. 33;
Series of 2022;

Atty. REENAN R. ORATE
Notary Public
Until December 31, 2021
PTR No. ~~5018198~~ 1-8-2022, Baguio City
IBP No. 006694 1-4-22, Baguio-Benguet
Roll No. 34334, June 3, 1986
MCLE Compliance No. VI-0019145, 3-19-19
Room 210, 2nd Floor, Peliz Loy Centrum
Lower Session Road, Baguio City
Extended until June 30, 2022

Cost Distribution Procurement of Twelve (12) Months Security Services UPB-BID-EPA2022-2 1 January 2022-31 December 2022						
		1st shift	2nd Shift	3rd Shift	Single Posts	
		6:00AM-2:00PM	2:00PM-10:00PM	10:00AM-6:00AM		
		Daily Wage Rate				
		350.00	350.00	350.00	350.00	
A Estimated Equivalent Monthly Rate		EEMR (Factor= 393.8 days)				
1.1	Ordinary Working days	297	103,950.00	103,950.00	103,950.00	103,950.00
1.2	Regular Holidays	12 regular holidays x 200%	24	8,400.00	8,400.00	8,400.00
1.3	Restdays	52 rest days x 130%	67.6	23,660.00	23,660.00	23,660.00
1.4	Special Holidays	4 special days x 130%	5.2	1,820	1,820	1,820
Total for 12 months		393.8	132,830.00	132,830.00	132,830.00	132,830.00
Equivalent Monthly Rate		Total/12	11,485.83	11,485.83	11,485.83	11,485.83
B Night Shift Differential		(3 rd shift only)				
2.1	Ordinary Working days	((Daily wage x 10%) x 297 days) / 12	0	0	866.25	0
2.2	Regular Holidays	((Daily Wage x 200%)x 10%)x12 days) / 12	0	0	70.00	0
2.3	Rest days	((Daily Wage x 130%) x 10%)x52 days) / 12	0	0	197.17	0

2.4	Special Holidays Total Equivalent Monthly Night Shift Differential	$((\text{Daily Wage} \times 130\%) \times 10\%) \times 4$	0	15.17	0
	Pay	Sum of 2.1 to 2.4	0	1,148.59	0
C Other Benefits					
3.1	13th month pay per month	$(\text{Daily Wage} \times 365/12)/12$	887.15	887.15	887.15
3.2	5-day Service Incentive Leave per month	$(\text{Daily Wage} \times 5 \text{ days})/12$	145.83	145.83	145.83
3.3	Uniform Allowance		100.00	100.00	100.00
3.4	Retirement Benefit	$(\text{Daily Wage} \times 22.5)/12$	656.25	656.25	656.25
3.5	SSS Premium-Employer Share*	SSS Range of Php 11,250.00 - 11,749.99	977.50	977.50	977.50
3.6	SSS EC-Employer Share	SSS Range of Php 11,250.00 - 11,749.99	10.00	10.00	10.00
3.7	PHILHEALTH-Employer Share*	4% of Equivalent Monthly Rate/2	229.72	229.72	229.72
3.8	PAG-IBIG Employer Share		100.00	100.00	100.00
	Total Monthly Benefits	Sum of 3.1 to 3.8	3,106.45	3,106.45	3,106.45
D	Total monthly rate with NSD and Benefits	A + B + C	14,592.28	15,740.87	14,592.28
E	Required number of guards		9	9	3
F	Monthly Payment per shift	D x E	145,922.80	141,667.83	43,776.84
G	Contract Period	12 months	12 months	12 months	12 months

H	Total Amount per shift for 12 months	F x 12 months	1,575,966.24	1,751,073.60	1,700,013.96	525,322.08
I	Total amount due to guard/s and government	Total of H (all shifts and single post)				
J	Administrative Fee	I x 20%				
K	12% VAT (Imposed on Administrative Fee only)	J x 12				
L	Total Cost fo 31 guards for 01 January 2022 to 31 December 2022	I+J+K				
M	Total cost for 31 guards per month	L/12				

* Subject to change if there are new issuances regarding the monthly contribution of employees

Signature

Name Of Representative : MARCIAL M. LICAN

Company Name

: CARLOMAXIMUS SECURITY AGENCY INC.

Date

: November 9, 2021



Cost Distribution					1st Shift 6:00AM-2:00PM	2nd Shift 2:00PM-10:00PM	3rd Shift 10:00PM-6:00AM	Single Posts
A Estimated Equivalent Monthly Rate					Daily Wage Rate			
1.1	Ordinary Working days	EEMR (Factor= 393.8 days)	297		350.00	350.00	350.00	350.00
1.2	Regular Holidays	12 regular holidays x 200%	24		103,950.00	103,950.00	103,950.00	103,950.00
1.3	Restdays	52 rest days x 130%	67.6		8,400.00	8,400.00	8,400.00	8,400.00
					23,660.00	23,660.00	23,660.00	23,660.00
1.4	Special Holidays	4 special days x 130%	5.2		1,820.00	1,820.00	1,820.00	1,820.00
	Total for 12 months		393.8		137,830.00	137,830.00	137,830.00	137,830.00
	Equivalent Monthly Rate	Total/12			11,485.83	11,485.83	11,485.83	11,485.83
B Night Shift Differential								
2.1	Ordinary Working days	((Daily wage x 10%) x 297 days)/12					866.25	
2.2	Regular Holidays	((Daily Wage x 200%)x 10%)x12 days /12					70.00	
2.3	Rest days	((Daily Wage x 130%) x 10%)x52 days /12					197.17	
2.4	Special Holidays	((Daily Wage x 130%) x 10%)x4 days /12					15.17	
	Total Equivalent Monthly Night Shift Differential Pay	Sum of 2.1 to 2.4					1,148.58	
C Other Benefits								
3.1	13th Month pay per month	(Daily Wage x 365/12)/12			887.15	887.15	887.15	887.15
3.2	5-day Service Incentive Leave per month	(Daily Wage x 5 days)/12			145.83	145.83	145.83	145.83
3.3	Uniform Allowance				100.00	100.00	100.00	100.00
3.4	Retirement Benefit	(Daily Wage x 22.5)/12			656.25	656.25	656.25	656.25
3.5	SSS Premium-Employer Share*	SSS Range of Php 11,250.00 - 11,749.99			977.50	977.50	977.50	977.50
3.6	SSS EC-Employer Share	SSS Range of Php 11,250.00 - 11,749.99			10.00	10.00	10.00	10.00
3.7	PHILHEALTH-Employer Share*	4% of Equivalent Monthly Rate/2			229.72	229.72	229.72	229.72
3.8	PAG-IBIG Employer Share				100.00	100.00	100.00	100.00
	Total Monthly Benefits	Sum of 3.1 to 3.8			3,106.45	3,106.45	3,106.45	3,106.45
D	Total monthly rate with NSD and Benefits	A + B + C			14,592.29	14,592.29	15,740.87	14,592.29
E	Required number of guards				9	10	9	3
F	Monthly Payment per shift	D x E			131,330.58	145,922.86	141,667.83	43,776.86
G	Contract Period	12 months			12 months	12 months	12 months	12 months
H	Total Amount per shift for 12 months	F x 12 months			1,575,966.90	1,751,074.33	1,700,013.90	525,322.30
I	Total amount due to guard/s a month government	Total of H (all shifts)						5,552,377.43
J	Administrative Fee	I x %						1,110,475.49
K	12% VAT (Imposed on Administrative Fee only)	J x 12						133,257.06
L	Total Cost for 31 guards for 01 January 2022 to 31 December 2022	I+J+K						6,796,109.98
M	Total cost for 31 guards per month	L/12						566,342.50

* Subject to change if there are new issuances regarding the monthly contribution of employees

LIST OF BUILDINGS
2022

Post	1 st Shift (6:00AM- 2:00PM)	2 nd Shift (2:00PM- 10:00PM)	3 rd Shift (10:00PM- 6:00AM)	Single Post
Entrance	1 Female	1 Female	1 Male	
Roving	1 Male	1 Male	1 Male	
College of Social Sciences	1 Male	1 Male	1 Male	
Library	1 Female	1 Male	1 Male	
Human Kinetics Program Building	1 Male	1 Male	1 Male	
Residence Hall (Dorm)	1 Female	1 Female	1 Male	
Balay Internasyonal	1 Male	1 Male	1 Male	
Balay Internasyonal and Dorm Roving	1 Male	1 Male	1 Male	
Main Exit	1 Male	1 Male		
College of Arts and Communications			1 Male	
Kolehiyo ng Agham		1 Male		
Guard House				1 Female 8:00AM to 4:00 PM
Museo Kordilyera				1 Male 9:00 AM to 5:00 PM
Traffic				1 Male 7:00 AM to 3:00 PM

Bid Form

Date: November 10, 2021

Invitation to Bidⁱ N^o: UPB-BID-EPA2022-2

To: **UNIVERSITY OF THE PHILIPPINES BAGUIO**
Gov. Pack Road, Baguio City

Gentlemen and/or Ladies:

Having examined the Bidding Documents, including Bi Bulletin No. 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] Security Services in conformity with the said Bidding Documents for the sum of **SIX MILLION SEVEN HUNDRED NINETY SIX THOUSAND ONE HUNDRED EIGHT PESOS AND SEVEN CENTAVOS (PHP. 6,796,108.07)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:ⁱⁱ

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
None	None	None
None	None	None
(if none, state "None")		


Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this 10th day of November 2021.


MARCIAL M. LICAN, CSP
signature]

VICE PRESIDENT & COO
[in the capacity of]

Duly authorized to sign Bid for and on behalf of **CARLOMAXIMUS SECURITY AGENCY, INC.**

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivery/Period of service
1	Procurement of twelve (12) months Security services	31 Security Guards	31	12 months contract duration (1 January 2022 to 31 December 2022)

Manpower Deployment Requirements

Post	1 st Shift (6:00AM-2:00PM)	2 nd Shift (2:00PM-10:00PM)	3 rd Shift (10:00PM-6:00AM)	Single Post
Entrance	1 Female	2 Female	1 Male	
Roving	1 Male	1 Male	1 Male	
College of Social Sciences	1 Male	1 Male	1 Male	
Library	1 Female	1 Male	1 Male	
Human Kinetics Program Building	1 Male	1 Male	1 Male	
Residence Hall (Dorm)	1 Female	1 Female	1 Male	
Balay Internasyonal	1 Male	1 Male	1 Male	
Balay Internasyonal and Dorm Roving	1 Male	1 Male	1 Male	
Main Exit	1 Male	1 Male	1 Male	
College of Arts and Communications			1 Male	
Kolehiyo ng Agham		1 Male		
Guard House				1 Female 8:00AM to 4:00 PM
Museo Kordilyera				1 Male 9:00 AM to 5:00 PM
Traffic				1 Male 7:00 AM to 3:00 PM

Support Equipment Requirements

Particulars	Minimum Requirements
Handheld Radios	12 units
Under-chassis Mirror (Vehicle inspection)	1 unit
Luminous Traffic Vests with hand Gloves	5 units
Metal Detectors	3 units
Side Arms (At least 9mm cal.) with ammunition	9 units
Rechargeable Spotlight/Flashlight	7 units
Desktop Computer with printer	1 unit
Handcuffs	31 units
Portable First Aide Kit	31 units
Night Stick and Whistle	31 units
Flashlights with batteries (monthly)	31 units
Vault for Depository Firearms	1 unit
Raincoats and Boots	31 units
Umbrella (big)	7 units
Digital Camera with 32GB SD Card	1 unit
Mega Phone	2 units
Voice Recorder	2 units
Disposable face mask (50 pieces)	50 pieces every month per Security Guards

U.P. BAGUIO

Baguio City

STANDARD OPERATING PROCEDURES ON AGENCY GUARDS

1. Immediately upon receipt of notice that a Security Agency won the bidding, said agency shall submit to the UP Baguio Police Force the following documents:
 - a. Clearances from the NBI, PNP, police and fiscal certifying that their guards have no criminal/ derogatory record, have not been convicted of any offense, and have no pending cases against them;
 - b. Medical certificates from a government physician certifying the physical fitness of their guards;
 - c. Neuropsychiatric test conducted by a government physician showing the mental/ emotional health of their guards;
 - d. Certification from the agency that their guards are of good moral character, courteous, honest, not addicted to drugs or any narcotics and alcoholic;
 - e. Certification from the Barangay Captain of the barangay where their guards are presently residing attesting that they are of good moral character, courteous, honest, not addicted to drugs or any narcotics and alcoholic;
 - f. Certification from the previous employer of the guards that the latter have not been dishonorably discharged/separated or forced to resign for questionable behavior;
 - g. Original and photocopy of their guards' respective licenses and serial numbers; and,
 - h. Policies, rules and regulations of the Agency.
2. The UP Baguio Police shall conduct the appropriate verification of the documents/clearances of each guard submitted by the Agency.
3. Whenever exigencies of the service so require, Agency guards may be posted to their assigned areas of responsibility even while verification is on-going as long as No. 4 is met and provided that whenever verification yielded negative results, the Agency shall be held responsible.
4. Not later than open working day before effectivity of the contract, the Agency guards and their supervisors shall be requested to assemble at the UP Baguio Police Headquarters for briefing and general inspection.
5. The Agency guard supervisors shall regularly coordinate with the UP Baguio Police during their tour of duty.
6. The UP Baguio Police shall be furnished by the Agency guard supervisors the following:
 - a. Guard schedules two working days before effectivity of each schedule;
 - b. Consolidated daily situation reports not later than 1000H every working day; and
 - c. Others as may be directed by the Overseer of the UP Baguio Police.
7. The UP Baguio Police shall supervise the blue guards. In case of the conflict between the agency supervisor and the UP Baguio Police, the decision of the latter shall prevail.

8. Administrative briefings and inspections of blue guards shall be conducted regularly by the UP Baguio Police on time and dates designated by the Officer-In-Charge of the Agency guards to achieve harmony of efforts between UP Baguio Police elements and the blue guards.
9. Any of the UP Baguio Police, particularly those assigned to patrol and traffic may monitor the work performance of the Agency guards while in the course of their official duties. Specific task, however, shall be designated by the Officer-In-Charge of the agency guards upon approval of the UP Baguio Police.
10. The Officer-in-charge of the agency guards shall be responsible and accountable to the Overseer of the UP Baguio Police for the effective and regular supervision of the blue guards. He shall perform such tasks as may be necessary to carry this out. In all instances, the UP Baguio Police shall bear in mind that it is in the best interest of the university for the UP Baguio Police and the Agency guards to have collaborative, and not confrontational relations.
11. Agency Guards who commit any of the following offenses shall be immediately replaced if after due investigation, they are found guilty.
 - a) Sleeping on post;
 - b) Abandonment of post;
 - c) Intoxication and use of prohibited drugs;
 - d) Prohibited compromise with the view of permitting offenders to escape arrest and punishment;
 - e) Disobedience of insubordination;
 - f) Intrigue against the UP in general and the UP BAGUIO POLICE FORCE in particular;
 - g) Discourtesy;
 - h) Smoking inside the campus;
 - i) Habitual absence, tardiness, and loafing while on duty;
 - j) Violation of UP BAGUIO POLICE FORCE rules and regulations concerning blue guards; and
 - k) Other offense punishable under the law and pertinent university rules and regulations.

No Agency guards shall report for duty in improper uniform, long hair, dirty shoes and buckles, untidy appearance and incomplete paraphernalia. Any blue guard who commits any of these acts for the second time shall be recommended for replacement if found guilty after due investigation.

12. The Officer-in-charge of the agency guards shall be provided, if available, an office space at the UP Baguio Police Office for the use of the ensure maximum coordination and effective supervision of Agency guards by the UP Baguio Police. Supplies, materials, furniture and other office necessities of the supervisor shall be provided, however, by the agency.
13. UP Baguio Police assigned to monitor and/or supervise the agency guards shall perform their tasks in the most professional manner and in no way shall allow their personal prejudices to influence their judgment.
14. The agency guards shall assist the UP Baguio Police preserve peace and order, prevent the commission of crimes, protect life and property, and perform such other duties and responsibilities as specified in their contract with the university. In cases of detection and apprehension of suspects,

reports coordination and turnover of suspects shall be effected immediately with the UP Baguio Police.

15. Violation of this SOP shall be reported to university authorities for information and appropriate action.
16. This SOP may be amended and/or modified to achieve effective supervision of the blue guards, carry out the letter and intent of the contract between the university and the security agency, and protect the best interest of the University.

For information and strict compliance.

SUPPLEMENTAL CONDITIONS

1. U.P. Baguio shall impose a fine of Five Hundred Pesos (P 500.00) on CARLOMAXIMUS SECURITY AGENCY INC. for each and every offense/violation of its security guard of the following nature:
 - a. Sleeping while on duty;
 - b. Abandonment of post;
 - c. Intoxication;
 - d. Disobedience/ insubordination;
 - e. Discourtesy;
 - f. Habitual absence/tardiness;
 - g. Reporting to duty in improper uniform/ untidy appearance or with incomplete paraphernalia;
 - h. Smoking inside the campus;
 - i. Straight Duty;
 - j. Other offenses punishable under the law as well as pertinent University rules and regulations
2. Upon request of U.P. Baguio, CARLOMAXIMUS SECURITY AGENCY INC. shall provide, free of charge, such additional security guards as needed during special occasions at U.P. Baguio.