

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the 5th day of APRIL 2021 between **UNIVERSITY OF THE PHILIPPINES BAGUIO** of Governor pack Road, 2600 Baguio City (hereinafter called "the Entity") of the one part and **CARLOMAXIMUS SECURITY AGENCY INC.** of 4A KDC Building, Marcos Highway, Baguio City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **TEN (10) MONTHS SECURITY SERVICES** under bid reference no. **UPB-BID-EPA2021-01**, and has accepted a Bid by the Supplier for the supply of the services for the period March to December 2021 in the sum of **FOUR MILLION FIVE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED FIFTY PESOS - PhP 4,534,950.00** (hereinafter called "the Contract Price"):

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

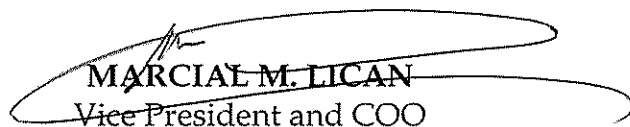
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Entity's Notice of Award;
 - (g) the Performance Security; and,
 - (h) the General Contract Agreement.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


RAYMUNDO D. ROVILLOS
Chancellor

for:
University of the Philippines Baguio


MARCIAL M. LICAN
Vice President and COO

for:
Carlomaximus Security Agency Inc.

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 City of Baguio personally appeared on APRIL 5, 2021, the following persons, presenting to me their respective Competent Evidence of Identity, as indicated below:

NAME	GIID NO.	ISSUED AT/ON
Raymundo D. Rovillos	UMID#000-1117-4338-2	Baguio City
Marcial M. Lican	99087792	Baguio City / 01-11-2021

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 GENERAL CONTRACT AGREEMENT FOR THE 10-MONTH SECURITY SERVICES CONTRACT consisting of THREE (3) pages, including this page, having

acknowledged before me that it is their own, respective, free and voluntary act and deed and that of the institutions that they represent.

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

NOTARIAL BOOK NO. 163
SERIES NO. 31
PAGE NO. 34
SERIES OF 2021



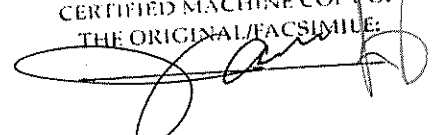

Atty. REENAN R. ORATE
Notary Public
Until December 31, 2021
PTR No. 4878505, 1-6-2021, Baguio City
IBP No. 006698, 1-5-21, Baguio-Benguet
Roll No. 34334, June 3, 1986
MCLE Compliance No. VI-0019145, 3-19-19
Room 210, 2nd Floor, Peliz Loy Centrum
Lower Session Road, Baguio City



Technical Specifications

PROCURING ENTITY'S TECHNICAL SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE (COMPLY/NOT COMPLY)
<p>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of the manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>	
<p>The Service Provider shall provide a 24/7 Security Services by furnishing licensed and uniformed security guards with communication equipment, firearms and ammunitions to secure offices and other physical assets owned by UP Baguio, its personnel and guests. The services shall include the provision communication and special protective devices and equipment, as well as the provision of security investigative and supervisory personnel</p>	<p>"Comply"</p>
<p>The Service Provider must be accredited and authorized by the PNPSAGSD and must have at least a 3-year track record and experience (<i>past and present</i>) in providing security services in at least two of the following:</p> <ol style="list-style-type: none"> 1. Government Agencies 2. Malls and Department stores 3. Commercial Banks 4. Local companies belonging to the Top 1000 Corporations 	<p>"Comply"</p>
<p>The Service Provider's office should be located within Baguio City area;</p>	<p>"Comply"</p>
<p>The Service Provider must provide Up- to-date security paraphernalia , adequate crowd control materials (as needed), F/As for all SGs, etc;</p>	<p>"Comply"</p>

CERTIFIED MACHINE COPY OF
THE ORIGINAL/FACSIMILE:

<p>The Service Provider shall provide, assign and delegate security guards to man the fixed and roving posts determined by the UP Baguio</p>	<p style="text-align: center;">“Comply”</p>
<p>The Service Provider shall provide additional or reduce the number guards/hours as maybe directed by UP Baguio Administration through a written notice under the same terms, conditions and rate of compensation set forth in the contract of service.</p>	<p style="text-align: center;">“Comply”</p>
<p>The Service Provider shall provide well trained and licensed security guards by PNP-SOSIA, physically and mentally fit as supported by updated medical certificate and valid NBI clearance</p>	<p style="text-align: center;">“Comply”</p>
<p>The Service Provider shall notify UP Baguio in writing within seven (7) calendar days in all matters pertaining to the rotation, reassignment, suspension and/or termination and imposition of disciplinary measure to erring security personnel and/or immediately terminate as circumstances warrant.</p>	<p style="text-align: center;">“Comply”</p>
<p>The Service Provider shall act on requests for replacement, reassignment and rotation within forty eight hours (48 hours) upon receipt of the written notification from the Procurement Entity.</p>	<p style="text-align: center;">“Comply”</p>
<p>The Service Provider hold the UP Baguio free from any action or liability arising from any claims of the security guards and other personnel deployed by the Security Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority shall be automatically adjusted in accordance with accounting and auditing rules and regulations and subject to the availability of savings and upon showing of actual payment made to their employees. There</p>	<p style="text-align: center;">“Comply”</p>

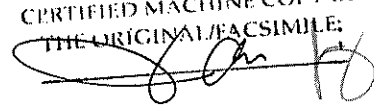

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THE ORIGINAL/FACSIMILE:

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[Handwritten Signature]

<p>shall be no employer-employee relationship between the UP Baguio and the security guards and other personnel employed by the Security Agency.</p> <p>The Service Provider shall be responsible for any loss or damage to UP Baguio properties and premises, provided that such properties are properly turned over to the agency or the guard on duty. Such loss or damage shall include those caused by fortuitous events such as fire, earthquakes, typhoon, war and rebellion. Proper turn over shall mean a complete inventory of all property accountabilities per office provided at the outset and the ocular succeeding occasions.</p>	<p align="center">"Comply"</p>
<p>The Service Provider shall secure Certificate of Acceptability of Work from the Administrative Office on a monthly basis as a requisite for processing of payments.</p>	<p align="center">"Comply"</p>
<p>The Service Provider shall ensure payment of wages on a regular schedule every 15th and 30th of each month in accordance with the minimum wage law and/or provisions of the Labor Code and its implementing rules and regulations.</p>	<p align="center">"Comply"</p>
<p>The Service Provider shall regularly submit to UP Baguio once a month, a list of security personnel with their assigned post for the purpose of monitoring shift rotations and supervisions by the UP Baguio.</p>	<p align="center">"Comply"</p>
<p>The Service Provider shall at the end of the contract periods, turn over to UP Baguio all property accountabilities and any amount of damages or property losses shall be deducted from the collectible amount due to the Service Provider.</p>	<p align="center">"Comply"</p>
<p>The Service Provider shall hold the UP Baguio free from any liability from acts of its security guards which cause damage of whatever type to UP Baguio employees and properties or to any third party and their properties</p>	<p align="center">"Comply"</p>

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THE ORIGINAL/FACSIMILE:

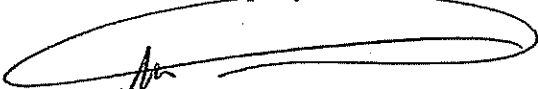



<p>The Service Provider shall at all times maintain peace and order within the UP Baguio premises and shall fulfill other security-related tasks that may be assigned by the responsible officers of the UP Baguio such as inspection of incoming and outgoing vehicles, bags and packages.</p>	<p align="center">“Comply”</p>
<p>The Service Provider shall subject security personnel to drug, alcohol or other related tests from government accredited testing centers annually.</p>	<p align="center">“Comply”</p>

I hereby certify to comply with all the above Technical Specifications.

CARLOMAXIMUS SECURITY AGENCY INC

Name of Company/Bidder

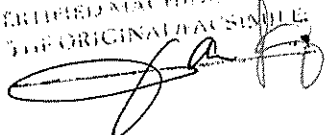


MARCIAL M. LICAN

Printed Name, Position and Signature of
Bidders Authorized Representative

December 8, 2020

Date

CERTIFIED MACHINE COPY OF
THE ORIGINAL DOCUMENT


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	Delivered, Weeks/Months
1	Provision of twelve months security services	25 security personnel/guards	25	Twelve months contract duration

MANPOWER DEPLOYMENT REQUIREMENT:

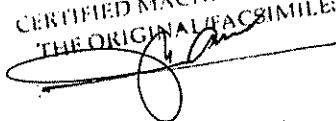
No. of Guards	Tour of Duty	No. of Man-Hours
10	0700-1500	8 hrs
8	1500-2300	8 hrs
7	2300-0700	8 hrs

SUPPORT EQUIPMENT REQUIREMENT:

PARTICULARS	MINIMUM EQUIREMENTS
Handheld Radios	Ten (10) units
Under-chassis Mirror (Vehicle inspection)	One (1) unit
Luminous Traffic Vests with Hand Gloves	Five (5) units
Metal Detectors	Three (3) units
Side Arms (at least 9mm cal.) with ammunition	Nine (9) units
Rechargeable Spotlight/Flashlight	Seven (7) units
Desktop PC with printer	One (1) unit
Handcuffs	Twenty Five (25) units
Portable First Aid Kit	Twenty Five (25) units
Night Stick and Whistle	Twenty Five (25) units
Flashlights (individual)	Twenty Five (25) units
Vault for Depository of Firearms	One (1) unit
Raincoats and Boots	Twenty Five (25) units
Umbrellas (big)	Seven (7) units

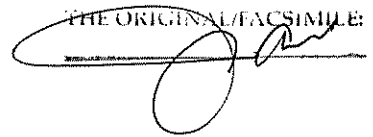
Digital Camera	One (1) unit
Mega Phone	Two (2) units
Voice Recorder	Two (2) units


MARCIAL M. LICAN
Vice President & COO
CARLOMAXIMUS SECURITY AGENCY INC

CERTIFIED MACHINE COPY OF
THE ORIGINAL FACSIMILE:


Section IV. General Conditions of Contract

CERTIFIED TRUE AND CORRECT COPY OF
THE ORIGINAL/FACSIMILE:

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a name with a large initial.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.


3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

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THE ORIGINAL/FACSIMILE:


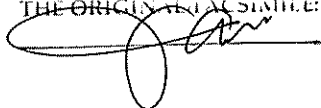
5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

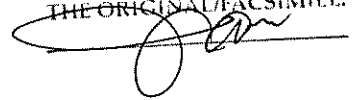
The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

CERTIFIED TRUE COPY OF
THE ORIGINAL AS SUBMITTED:


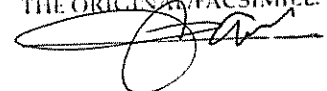
tion V. Special Conditions of Contract

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THE ORIGINAL/FACSIMILE:

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Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>University of the Philippines Baguio, Governor Pack Road, 2600 Baguio City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Irene J. Enriquez</i>.</p>
2.2	<p>Payments shall be made by the UP Baguio to the service provider on a monthly basis upon submission by the service provider of the following documents:</p> <ol style="list-style-type: none"> a. Actual deployment of personnel and man-hours during the billing period; b. Proof of compliance with legal requirements on the payment of salaries such as duly signed payroll, issuance of pay slips to security guards, premium remittances and taxes. This will serve as requisite for every billing; c. Certificate of Acceptability of Work from the Administration
4	<p>Spot inspection of the performance of the guards, their equipment and other essential paraphernalia at any time it is deemed necessary.</p>
5	<p>The security agency shall correct any defect in the delivery of security services which shall not be limited to replacement of any guard and needed security equipment, within twenty four (24) hours upon receipt of the valid complaint. The correction of defect must be acceptable to UP Baguio.</p>





REPUBLIC OF THE PHILIPPINES
UNIVERSITY OF THE PHILIPPINES BAGUIO

Gov. Pack Road, 2600 Baguio City, Philippines
Telefax: (074) 442-3888/446-9973
www.upb.edu.ph

NOTICE OF AWARD

MR. MARCIAL M. LICAN
Vice President and COO
Carlo Maximus Security and Investigation
Marcos Highway, Baguio City
(074) 422-4704

Dear Mr. Lican:

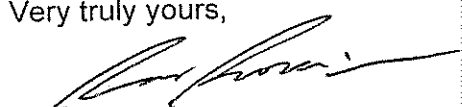
We are happy to notify you that your Bid for the for the Project: Procurement of Twelve (12) Months Security Services (UPB-BID-2021-1) is hereby awarded to you at a Contract Price Equivalent to **Four Million Five Hundred Thirty-Four Thousand Nine Hundred Fifty Pesos Only (PhP 4,534,950.00)** for March to December 2021 or **Four Hundred Fifty Three Thousand Four Hundred Ninety Five Pesos Only (PhP 453,495.00)** per month.

You are hereby required to enter into the contract within ten (10) calendar days upon receipt of this Notice of Award and immediately provide the University the performance security in any one of the following forms:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee 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%)

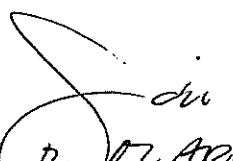
Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the Bid Security.

Very truly yours,


RAYMUNDO D. ROVILLOS
Chancellor

Conforme:

Name of the Representative of Bidder:
Company Name:
Date:


CELESTINO D. OCARATE
CARLO MAXIMUS SECURITY AGENCY, INC.
2 / 18 / 2021

CERTIFIED MACHINE COPY OF
THE ORIGINAL/FACSIMILE



PACIFIC UNION INSURANCE CO., INC.

UNIT 2401 ANTEL CORPORATE CENTER
121 VALERO STREET SALCEDO VILLAGE, MAKATI CITY
TELEPHONE NOS. +(632) 845-10-33 TO 37
TIN NO. 000-484-676 VAT

PREMIUM	: P
DOCS. STAMPS	:
E,VAT	:
NOTARY	:
OTHERS	:
TOTAL	: P

PUIC BOND No BGO- 72461
G (13)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CARLOMAXIMUS SECURITY AGENCY INC. Rep. By : Marcial M. Lican
of Unit 4A ADC Building, No. 91 Marcos Highway, Baguio City
as **PRINCIPAL**, and **PACIFIC UNION INSURANCE COMPANY**, a corporation duly organized and
existing under and by virtue of the laws of the Philippines, with head office at Makati City, Philippines, as
SURETY, are held and firmly bound unto, UNIVERSITY OF THE PHILIPPINES BAGUIO, Gov. Pack Road, Baguio City
in the sum of PESOS One Million Three Hundred Sixty Thousand
Four Hundred Eighty Five Pesos Only (P 1,360,485.00).
Philippine Currency, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligations are as follows:

WHEREAS, the PRINCIPAL is required to post a Performance Bond by the herein OBLIGEE, to guarantee the faithful performance by the Principal for the " **PROCUREMENT OF TWELVE (12) MONTHS SECURITY SERVICES (UPB-BID-2021-1)** " .

This bond is callable on demand pursuant to the provision of the Implementing Rules and Regulations of RA 9184

The Signing and execution of this bond by the PRINCIPAL and the SURETY and the Acceptance by the OBLIGEE of the same, warrant non existence of any claim or demand due (to said Bond), prior to the issuance and execution of this Bond.

The validity of the bond is from February 19, 2021 up to the final acceptance of the project.

It is a special provision of this undertaking that the liability of PACIFIC UNION INSURANCE COMPANY under this bond shall in no case exceed the sum of PESOS : **ONE MILLION THREE HUNDRED SIXTY THOUSAND FOUR HUNDRED EIGHTY FIV PESOS ONLY (P1,360,485.00)**, Philippine Currency forming part of the Stipulated Performance.

WHEREAS, the OBLIGEE requires the above bounded principal to give a good and sufficient bond in the above stated sum to secure the full and faithful performance on its part of said CONTRACT/PROJECT.

NOW, THEREFORE, if the above bounded principal shall in all respect duly and fully observe and perform all and singular the aforesaid covenants, conditions, and agreements to the true intent and meaning thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

Liability of surety on this bond will expire on February 19, 2022. The bond will be considered automatically cancelled TEN (10) days after expiration, unless surety is notified of any existing obligations thereunder and the latter signifies in writing its consent to act as surety for the continuance of any existing obligation hereunder.

IN WITNESS WHEREOF, we have set our hands and signed our names on this 19th day of February, 2021.

Witnesses:

JULIAN D. DE ARTE

CARLOMAXIMUS SECURITY AGENCY, INC.

By :

MARCIAL M. LICAN

Vice President/COO

Principal

CERTIFIED MACHINE COPY OF THE ORIGINAL FACSIMILE

PACIFIC UNION INSURANCE COMPANY

CARLOS P. MALAPIT
Branch Manager

ATTEST:

Km. 5, La Trinidad, Benguet, Philippines

ORIGINAL

GOOD FOR ACCOUNT ONLY

CERTIFIED TRUE / PHOTO COPY

hp
LEONILA R. LANSANGAN
IC Supervising Insurance Specialist
Licensing Division
Insurance Commission



Date: DEC 27 2018

Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
INSURANCE COMMISSION

ITO AY PATUNAY na ang FACIFIC UNION INSURANCE COMPANY
(This is to certify that NG LUNGSOD NG MAKATI, PILIPINAS)

na isang pang DI-BUHAY
NON-LIFE
(FIRE, MARINE, CASUALTY & SURETY) except Customs Bonds

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

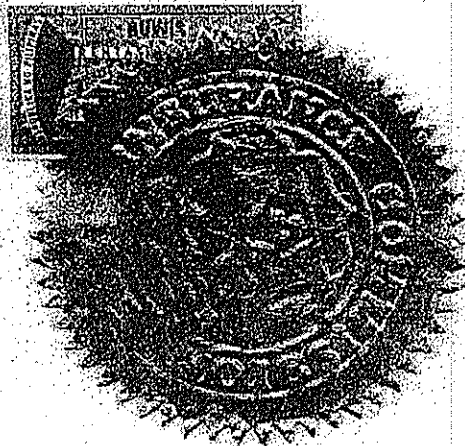
ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted.

nitong KATIBAYAN NG PAGKAMAYKAPANGYARIHAN upang makipagnegosyo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatlumpu't isang
the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't dalwampu't-isa
day of December 2021.

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.



Bilang KATUNAYAN NITO, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed,

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Enero 2019.
effective on 1 January 2019.)

Dennis B. Funa
DENNIS B. FUNA
Insurance Commissioner

*AO No. 11 issued on
July 21, 1945

Date issued: _____

CERTIFIED MACHINE COPY OF
THE ORIGINAL FACSIMILE

UNIVERSITY OF THE PHILIPPINES

Gov. Pack Road, Baguio City

**GENERAL CONTRACT AGREEMENT FOR
TEN (10) MONTHS SECURITY SERVICES**

KNOWN BY ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 1st day of March 2021 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, Dr. RAYMUNDO D. ROVILLOS, 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 Twenty-Five (25) 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 of the parties, depending upon the security requirements of the UNIVERSITY, Provided further that the AGENCY shall have a pool of 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 twenty-five (25) guards per day, in accordance with the following schedules:

SCHEDULE	TIME	NUMBER
First Shift	0700 to 1500	Eight (8) guards
Second Shift	0900 to 1700	One (1) guard
Third Shift	1500 to 2300	Seven (7) guards
Fourth Shift	2300 to 0700	Seven (7) guards
Fifth Shift	1000 to 1800	One (1) guard
Admin. and Roving (OIC)	0800 to 1600	One (1) guard

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:

- 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;

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, or 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 Security 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 Security Force to submit a report of its monitoring of the Agency every 15th and 30th of the month to the 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:

- a) Deployment and performance of AGENCY personnel;
- b) Problems encountered and suggested solutions;
- c) 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 overall performance of the AGENCY, as "Very Good", "Good", "Fair", or "Poor", for the purpose stated in Section 19 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.

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. 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. 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:

- a) 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
- b) 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 **Four Million Five Hundred Thirty-Four Thousand Nine Hundred Fifty Pesos Only (Php4,534,950.00)** for ten (10) months or **Four Hundred Fifty-Three Thousand Four Hundred Ninety-Five Pesos Only (Php453,495.00)** per month, for a total of twenty-five (25) security guards based on the Cost Distribution indicated in the agency's proposal attached hereto as Annex A-1 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 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.

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 as Annex J and Supplemental Conditions marked as Annex K, 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 overall rating below "Good", as defined in Section 4 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, 2021 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 **March 1, 2021 to December 31, 2021.**

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.

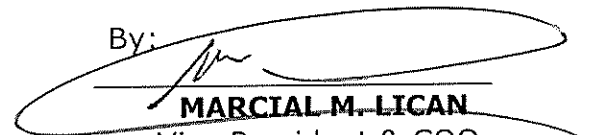
UNIVERSITY OF THE PHILIPPINES BAGUIO

CARLOMAXIMUS SECURITY AGENCY INC.

By:

SR 
RAYMUNDO D. ROVILLOS
 Chancellor

By:


MARCIAL M. LICAN
 Vice President & COO

Signed in the presence of:


JESSICA K. CARIÑO
 Vice Chancellor for Administration

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Baguio personally appeared on APRIL 5, 2021, the following persons, presenting to me their respective Competent Evidence of Identity, as indicated below:

NAME	GIID NO.	ISSUED AT/ON
Raymundo D. Rovillos	UMID#000-1117-4338-2	Baguio City
Marcial M. Lican	<i>910 09087792</i>	<i>Baguio City / 01-11-2021</i>

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 GENERAL CONTRACT AGREEMENT FOR THE 10-MONTH SECURITY SERVICES CONTRACT 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 institutions that they represent.

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

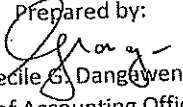
DATE 1/6/21
 HOUR 3/1
 MINUTE 34
 PLACE 2021


Atty. REENAN R. ORATE
 Notary Public
 Until December 31, 2021
 PTR No. 4878505, 1-6-2021, Baguio City
 IBP No. 006698, 1-5-21, 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

UNIVERSITY OF THE PHILIPPINES BAGUIO
 PROCUREMENT OF 12-MONTH SECURITY SERVICES CONTRACT (1 January 2021 to 31 December 2021)
 COST DISTRIBUTION AS CALCULATED

Number of days worked per week		7 days			
Number of hours worked per day		8 hours			
Number of days per year		393.8 days			
Monthly wage	350.00	Prospective Bidder			
	350.00	Sidekick		CMSAI	
TOTAL MONTHLY WAGE		11,485.83		11,485.83	
ADD: OTHER BENEFITS					
13th Month Pay		887.15		887.15	
5 days Incentive Pay		145.83		145.83	
Night Differential		382.86		382.86	
Uniform Allowance		100.00		100.00	
Retirement Benefit		656.25		656.25	
SSS Premium		892.50		892.50	
PhilHealth Contribution		159.69	Adjusted to 3% of basic pay (350x365/12x.03)/2	159.69	Adjusted to 3% of basic pay (350x365/12x.03)/2
State Insurance Fund (EC)		10.00		10.00	
Pag-Ibig Fund		100.00		100.00	
TOTAL OTHER BENEFITS		3,334.28		3,334.28	
TOTAL AMOUNT TO SECURITY GUARD & GOVT. (OTHER BENEFITS)		14,820.11		14,820.10	
AGENCY FEE (Administrative Overhead and Margin (=or not > 10%))		2,963.68	19.9977% less than 20%	2,964.02	20%
TOTAL		17,783.79		17,784.12	
VALUE ADDED TAX		355.64		355.68	
MONTHLY CONTRACT AMOUNT PER SECURITY GUARD		18,139.43		18,139.80	
TOTAL COST FOR (25) SECURITY GUARDS PER MONTH		453,485.75		453,495.00	
TOTAL COST FOR (25) SECURITY GUARDS FOR SEVEN (12) MONTHS		5,441,829.00		5,441,940.00	

(111.00)


Prepared by:

 Cecile G. Dangelven
 Chief Accounting Office

CERTIFIED MACHINE COPY OF
 THE ORIGINAL/FACSIMILE:


UNIVERSITY OF THE PHILIPPINES BAGUIO
PROCUREMENT OF 12-MONTH SECURITY SERVICES CONTRACT

Cost Distribution Schedule

PARTICULARS		REMARKS
Number of Days worked per week		7
Number of hours worked per day		8
No. of days per year		393.8 days
Daily Wage:	350.00	Minimum Wage In CAR
A. TOTAL MONTHLY WAGE	₱11,485.83	Daily Wage x (393.8/12)
ADD: OTHER BENEFITS		
13th Month Pay	₱887.15	Daily Wage x 365 days / 12 /12
5 Days Incentive Pay	₱145.83	Daily Wage x5 days/12
Night Differential	₱382.86	10% of regular hourly rate x8 hours or Basic monthly Wage x 10%/1/3
Uniform Allowance	₱100.00	R.A 5487
Retirement Benefit	₱656.25	RA 7461 (Daily Wage x 22.5 / 12)
SSS Premium	20.2) ₱892.50	SSS Bracket of 10,250.00-10,749.99
Philhealth Contribution	₱201.00	3.5%/2 of basic pay
State Insurance Fund (EC)	₱10.00	SSS Bracket of 1,000.00 - 14,500.00
Pag-ibig Fund	₱100.00	Maximum Contribution
B. TOTAL OTHER BENEFITS	₱3,375.60	
C. TOTAL AMOUNT TO SECURITY GUARD & GOVT. (OTHER BENEFITS)	₱14,861.43	Total A & B
D. AGENCY FEE (Adminstrative Overhead and Margin(equal to or not less than 20%))	2,972.28 ₱2,972.29	Not less than 20% of C
E. TOTAL	₱17,833.72	Total C + D
F. VALUE ADDED TAX	₱356.67	D x 12% (BIR Revenue MC No. 39-2007)
G. MONTHLY CONTRACT AMOUNT PER SECURITY GUARD	37 ₱18,190.39	Total E + F
H. TOTAL COST FOR (25) SECURITY GUARDS PER MONTH	25 ₱454,759.77	G x 25 Security Guards
I. TOTAL COST FOR (25) SECURITY GUARDS FOR (12) MONTHS	5,457,111.60 ₱5,457,117.30	H x 12 MONTHS


MARCIAL M. LICAN, CSP
Vice President & COO
CARLOMAXIMUS SECURITY AGENCY, INC

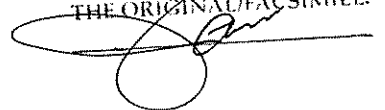
Company Name

CERTIFIED MACHINE COPY OF
THE ORIGINAL CONTRACT

LIST OF BUILDINGS AS OF JANUARY 2021

1. Iskolar ng Bayan Building (Phases I and II)
2. Old College of Science Building
3. Security Office
4. Kolehiyo ng Agham Building
5. KA Research Center
6. Isabelo delos Reyes Building (3 floors and basement)
7. UP Baguio Canteen "Panganan" Building(2nd Floor)/CMO(1st Floor)
8. Museo Kordilyera
9. UP Baguio Library (1st and 2nd floors)
10. College of Arts and Communication Building
11. "Teatro Amianan" CAC Mini-Theater
12. Court A with Dressing Room
13. UP Baguio Ladies Residence Hall (UPB Dormitory)
14. 2 Walk-up Housing Buildings
15. UP Baguio International House "Balay International"
16. Premises of the Dormitory consisting of 13, 000 sq. m. including Osmeña Hill (Squatter's area)
17. Stock Rooms of Supply and Property Management Office (SPMO)
18. Balay Salun-at (Clinic/ Guidance Office)
19. Abraham Sarmiento Building (PIC, CCA, SC, OUTCROP, CL, ODSA, NSTP, Sarmietno Hall)
20. Graduate Program Office
21. Human Kinetics Program Building
22. HKP Gymnasium
23. Materials Recovery Facility (unfinished building)
24. College of Social Sciences and Cordillera Studies Center Building
25. General premises of the Campus

CERTIFIED MACHINE COPY OF
THE ORIGINAL/FACSIMILE:



Bid Form

Date: December 10, 2020

Project Identification N°: UPB-BID-EPA2021-01

To: **University Of The Philippines Baguio**
Gov. Pack Road, Baguio City

Gentlemen and/or Ladies:

Having examined the Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Number 2020-35, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/Procurement of Twelve (12) Months For Security Services in conformity with the said PBDs for the sum of **FIVE MILLION FOUR HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED SEVENTEEN PESOS AND THIRTY CENTAVOS (PHP. 5,457,117.30)** or the total calculated bid price, as evaluated and corrected for computation errors, in other bid modifications in accordance with the Price Schedule attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as but not limited to Value Added Tax (VAT) which are itemized herein or in the Price Schedules.

₱5,457,117.30

16 Dec 2021

If our bid is accepted, we undertake:

- a. To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. To provide performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. To abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Signature]
12/16/20

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	address	Amount	Purpose of the agent
Currency	Commission or gratuity		
"None"			
"None"			

[Signature]
12/16/20

[Signature]
12/16/20

if none, state "None")

CERTIFIED MACHINE COPY OF THE ORIGINAL/FACSIMILE:
[Signature]

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 pursuant to the PBDs.


The undersigned is authorized to submit the bid on behalf of **CARLOMAXIMUS SECURITY AGENCY INC.** as evidenced by the attached Secretary's Certificate and Board Resolution.

[Signature]
MARZIAL M. LICAN, CSP
Vice President & COO
SECURITY AGENCY INC.

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

Name: MARCIAL M. LICAN

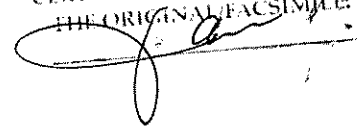
Legal Capacity: Vice President & COO

Signature: 

Duly authorized to sign the Bid for and behalf of: CARLOMAXIMUS SECURITY AGENCY INC.

Date: December 10, 2020

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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	Delivered, Weeks/Months
1	Provision of twelve months security services	25 security personnel/guards	25	Twelve months contract duration

MANPOWER DEPLOYMENT REQUIREMENT:


No. of Guards	Tour of Duty	No. of Man-Hours
10	0700-1500	8 hrs
8	1500-2300	8 hrs
7	2300-0700	8 hrs


SUPPORT EQUIPMENT REQUIREMENT:

PARTICULARS	MINIMUM EQUIREMENTS
Handheld Radios	Ten (10) units
Under-chassis Mirror (Vehicle inspection)	One (1) unit
Luminous Traffic Vests with Hand Gloves	Five (5) units
Metal Detectors	Three (3) units
Side Arms (at least 9mm cal.) with ammunition	Nine (9) units
Rechargeable Spotlight/Flashlight	Seven (7) units
Desktop PC with printer	One (1) unit
Handcuffs	Twenty Five (25) units
Portable First Aid Kit	Twenty Five (25) units
Night Stick and Whistle	Twenty Five (25) units
Flashlights (individual)	Twenty Five (25) units
Vault for Depository of Firearms	One (1) unit
Raincoats and Boots	Twenty Five (25) units
Umbrellas (big)	Seven (7) units

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Digital Camera	One (1) unit
Mega Phone	Two (2) units
Voice Recorder	Two (2) units

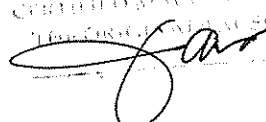

MARCIAL M. LICAN
Vice President & COO
CARLOMAXIMUS SECURITY AGENCY INC

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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;
 - h. Policies, rules and regulations of the Agency
2. The OIC 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 FORCE Headquarters for briefing and general inspection.
5. The Agency guard supervisors shall regularly coordinate with the OIC during their tour of duty.
6. The UP BAGUIO POLICE FORCE shall be furnished by the Agency guard supervisors the following:
 - a. Guard schedules two working days before effectivity of each schedule;

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- b. Consolidated daily situation reports not later than 1000H every working day; and
 - c. Others as may be directed by the Police Commissioner.
7. The UP BAGUIO POLICE FORCE shall supervise the blue guards. In case of the conflict between the agency supervisor and the UP BAGUIO POLICE FORCE, the decision of the latter shall prevail.
 8. Administrative briefings and inspections of blue guards shall be conducted regularly by the UP BAGUIO POLICE FORCE on time and dates designated by the OIC to achieve harmony of efforts between UP BAGUIO POLICE FORCE elements and the blue guards.
 9. Any UP BAGUIO POLICE FORCE element, 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 OPRs for their task, however, shall be designated by the OIC upon approval of the Police Commissioner.
 10. The OIC shall be responsible and accountable to the police Commissioner 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 OIC shall bear in mind that it is in the best interest of the university for the UP BAGUIO POLICE FORCE 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) Habitual absence, tardiness, and loafing while on duty;
 - i) Violation of UP BAGUIO POLICE FORCE rules and regulations concerning blue guards; and
 - j) Other offense punishable under the law and pertinent university rules and regulations
 12. The OIC shall provide, if available, an office space at UP BAGUIO POLICE FORCE Headquarters for the use of the agency supervisor to ensure maximum coordination and effective supervision of Agency guards by the

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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.

UP BAGUIO POLICE FORCE. Supplies, materials, furniture and other office necessities of the supervisor shall be provided, however, by the agency.

13. UP BAGUIO POLICE FORCE Personnel assigned to monitor and/or supervise the blue 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 blue guards shall assist the UP BAGUIO POLICE FORCE 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 turn over of suspects shall be effected immediately with the UP BAGUIO POLICE FORCE.
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.



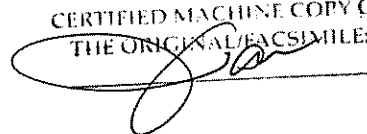
JESSICA K. CARIÑO
Vice Chancellor for Administration

APPROVED:



RAYMUNDO D. ROVILLOS
Chancellor

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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) 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.

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