

## CONTRACT FOR SECURITY SERVICES

This Contract for Security Services is executed by and between:

**UNIVERSITY OF THE PHILIPPINES MINDANAO**, a constituent unit of the UNIVERSITY OF THE PHILIPPINES, the national University of the Philippines, created by virtue of Act No. 1870, as amended and recognized and operating by virtue of Republic Act No. 9500, with office address at Administration Bldg., Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **LARRY N. DIGAL**, Ph.D. hereinafter referred to as "*UNIVERSITY*".

and

**BLACK VOLT SECURITY CORPORATION**, a corporation organized and existing by virtue of Philippine laws, with office address Duha Village, San Rafael, Maa, Davao City, duly represented herein by its Vice President, **JESNAR Y. FALCON II**, hereinafter referred to as the "*AGENCY*".

### RECITALS:

The *UNIVERSITY* desires to contract the services of a private security agency to guard and protect the entire campus, including the properties and improvements therein, their immediate premises, as well as the members of the faculty, students, all personnel, and visitors therein, and all the vehicles parked in the said premises, from assault, trespass, arson, theft, robbery, mischief, or other unlawful acts or negligence;

After the required selection procedure in accordance with existing government procurement law and rules, the *AGENCY* was determined to be the lowest responsive bidder and its security plan is the most advantageous to the *UNIVERSITY*. Attached herewith is a copy of Resolution No. 01s. of 2020, BAC Resolution Declaring Lowest Calculated and Responsive Bid and Recommending Award forming an integral part of this contract as "ANNEX A".

The *AGENCY* has offered to provide the security services desired by the *UNIVERSITY*, the specifics of which are shown in the bid tendered by the *AGENCY*. A copy of the bid tendered is attached and made an integral part as "ANNEX B" hereof.

The *UNIVERSITY* hereby accepts the *AGENCY*'s offer to provide security services in accordance with the terms and conditions hereinafter set forth starting from **May 1, 2021** up to **April 30, 2022**.

**NOW, THEREFORE**, the parties agree as follows:

### ARTICLE 1 SECURITY GUARDS TO BE PROVIDED BY THE AGENCY

1.1 During the effectivity of this contract, the *AGENCY* shall assign to and deploy Thirty-Seven (37) security guards to the *UNIVERSITY* including a detachment officer, and an on-call immediate supervisor provided by the *AGENCY*, in the buildings, premises, streets, grounds, and areas described in the list marked as "ANNEX C" for twenty-four (24) hours, everyday (including Saturdays, Sundays, Holidays and Non-working days as declared by appropriate authority), primarily to guard and protect:

1.1.1. All buildings, structures, improvements and edifice within the *UNIVERSITY* and the premises within the immediate control;

- 1.1.2. The parking areas and the cars parked therein, including valuables inside said cars when the nearest guard on duty is informed of the presence of such valuables inside the parked car;
- 1.1.3. All members of the faculty, students, personnel, visitors and other persons inside the buildings of the *UNIVERSITY* and the premises within immediate control from death, injury, damage or loss of whatever nature, extent, or description due to but not limited to physical assault, trespass, arson, theft, robbery, mischief or any unlawful act or negligence; Provided that the number of security guards may be increased depending on the security needs of the *UNIVERSITY*, in which case, a supplemental contract(s) shall be entered into by the parties for such purpose.

### **OBLIGATIONS AND DUTIES OF THE AGENCY**


- 1.2 The *AGENCY*, through its assigned security personnel, shall prevent and prohibit the intrusion of squatters, occupants, trespassers and the like, as well as the entry of any construction materials and building of illegal structures, permanent or temporary, within the *UNIVERSITY* titled property.

When unlawful intrusion or improvement had been made, the *AGENCY* shall immediately file appropriate and effective legal and lawful action with proper authorities for the immediate removal or demolition of any unauthorized or illegal structures or improvements constructed and built within the *UNIVERSITY* property, which action undertaken shall be promptly reported within twenty-four (24) hours, in writing, to the University of the Philippines Mindanao – Office of the Vice Chancellor for Administration (OVCA) and the Legal Office.

Furthermore, the *AGENCY* shall bear for their own account all the costs and expenses in the eviction or demolition of such structures or improvements by whatever means, should the *AGENCY* fail to prevent its construction or improvement under the preceding paragraph.

In addition thereto, the *AGENCY* shall be liable to pay to the *UNIVERSITY* the penalty as liquidated damages in the amount of TEN THOUSAND PESOS (P 10,000.00) for every illegal structure or improvement per day, until totally removed or demolished, if the *AGENCY* failed to take legal and lawful action within seven (7) days from either actual discovery by the parties herein of the illegal structure or improvements, or from receipt of written notice of such fact by the *AGENCY* from the *UNIVERSITY*, whichever is earlier. The same penalty per day until totally evicted shall be imposed for each illegal occupant or trespasser whom the *AGENCY* was not able to prevent or prohibit from intruding the property.

- 1.3 The *AGENCY* shall assign only duly licensed security guards who, before reporting for duty, shall submit to the *UNIVERSITY*, through the OVCA, the following documents:

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- a. Clearances from the National Bureau Investigation, Philippine National Police, the Office of the Clerk of Court and Barangay of the place of residence, valid for at least six (6) months immediately preceding deployment/assignment, therein certifying that they have no pending case nor previously convicted for any felony or offense;
  - b. A clearance from an accredited hospital or office, therein certifying that they are physically and psychologically fit for the work of a security guard and that they have passed a drug-test;
  - c. A certification issued by the *AGENCY* that they are of good moral character, courteous, honest and not alcoholic;
  - d. A certification under oath issued by the *AGENCY* that they have completed the training course/program for security guards with at least two (2) years' experience as security guards;
  - e. A certification under oath issued by the *AGENCY* that the security guards have completed and passed the training on specific security concerns of the *UNIVERSITY*. The *AGENCY* shall



conduct a training/seminar on security guards and personnel to be assigned in the *UNIVERSITY* and meet the skills required of them to work in an academic institution. Otherwise, security personnel shall not be allowed to render services in the *UNIVERSITY*.

- f. A legible photocopy of their respective licenses, duly certified to under oath by the *AGENCY*, with the original copy thereof shall be presented for verification;
- g. A legible photocopy of their respective school records proving their 2-year completion in college, duly certified under oath by the *AGENCY*, with the original copy thereof shall be presented for verification.
- h. The *AGENCY* shall submit to the *UNIVERSITY* on monthly basis, copy of payroll, remittances to SSS, etc. and about status of campus security;
- i. The *AGENCY* shall provide continuous training to guards assigned to *UNIVERSITY*, provide supervisors who shall monitor/supervise on 24 hours;
- j. The *AGENCY* shall assist the *UNIVERSITY* in developing/implementing preventive measures against fire, bomb threats, robbers and other forms of crime and emergencies;
- k. The *AGENCY* shall protect the property of the *UNIVERSITY* inside the buildings within the 204-hectares property, implement measures that shall prevent construction and improvements of houses and other structures owned by informal settlers, control stray animals and shall facilitate the demolition of illegally constructed structures inside the *UNIVERSITY* property;
- l. The *AGENCY* shall assist the *UNIVERSITY* in conducting investigations related to security matters in coordination with the PNP and other investigating body, shall provide a quick replacement system during emergency cases;
- m. The *AGENCY* shall assign a Security Supervisor Officer (SO) to conduct once a week, monitor and supervise inspection and trouble shoot problems and concerns related to campus security and guard deployment. Security Supervisor Officer (SO) shall submit weekly monitoring and inspection report to the Office of the Vice Chancellor for Administration (OVCA) through the *UNIVERSITY* Security Coordinator.

The security guards mentioned in the preceding paragraph must individually present themselves to the *UNIVERSITY* through the OVCA so that photograph and fingerprinting be taken for recording purposes.

In addition, the *AGENCY* shall deploy to the *UNIVERSITY* security personnel of twenty-one (21) years old but not more than 45 years old, with at least 5'4" in height, and have a pleasing appearance. The *AGENCY* shall not assign married couples at same shifts, posts or units.

1.4 The *AGENCY* shall be responsible for the supervision and control of its security guards and other personnel. The *UNIVERSITY*, through the OVCA, may monitor and observe the actual delivery of security services by such security personnel of the *AGENCY* at their assigned posts, and recommend or request to the *AGENCY* measure or changes to ensure the efficiency of security services.

1.5 The *AGENCY*, prior to the assignment and deployment of the security guards, shall be responsible for informing them of their general and specific instructions. The *AGENCY* shall be responsible for training its security guards on basic criminal laws, Davao City ordinances, basic rights of citizens and students, first aid, traffic direction and control, moral values, environmental and physical conditioning, investigation, reporting and documentation, courtesy and *UNIVERSITY* policies, rules and regulations. Also, prior to deployment, the security guards must comply with all the pre-requisite evaluation by the *UNIVERSITY*, through the Office of the