



## NOTICE OF AWARD

29 August 2023

**MR. ELGIN G. GICOLE**  
President  
**GICOLE SECURITY AGENCY**  
Purok 2, Barangay Camp 1  
Maramag Bukidnon

Dear Sir:

This is to inform you that your bid proposal for the negotiated **Procurement of 40 licensed Security Guards and one (1) Officer/over-all Supervisor** which shall be funded under **Resource Generation Management Office (RGMO)** after having been post-qualified and declared to have obtained the Single Calculated & Responsive Bid, has been recommended for award by the Bids and Awards Committee (BAC) of Central Mindanao University by virtue of **BAC Resolution No. ITB No. 56RGMO-23**, and the same has been approved by the Central Mindanao University thru the undersigned at the amount of **Two Million Seven Hundred Fifty Eight Thousand Eight Hundred Eighty Four Pesos and 79/100 (Php 2,758,884.79)** for three months at **Twenty Two Thousand Nine Hundred Ninety Pesos & 71/100 (Php 22,990.71)** per guard per month. You are hereby requested to manifest your acceptance of this Notice of Award.

Relative thereto, and in accordance with the provisions of the documents and Revised R.A. No. 9184, otherwise known as the Government Procurement Reform Act and its Implementing Rules and Regulations, you are hereby instructed to submit the following documents with ten (10) calendar days from the date of your receipt of this Notice of Award to within:

### A. PERFORMANCE SECURITY

This is to be posted in favor of the Central Mindanao University, in the form of cash, manager's check, cashier's check, bank draft/guarantee confirmed by local bank, irrevocable letter of credit issued by a reputable bank, surety bond callable upon demand, issued by the Government Service Insurance System or any reputable surety or insurance company duly accredited by the Office the Insurance Commissioners, or a combination thereof **IN ACCORDANCE** with the following schedule:

FORM OF PERFORMANCE SECURITY	AMOUNT OF PERFORMANCE SECURITY (EQUAL TO PERCENTAGE OF THE TOTAL CONTRACT PRICE)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

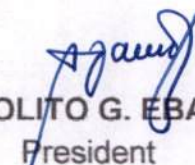
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

Within the same period of ten (10) days as indicated above, you are directed to enter into and execute the Goods Contract with the University.

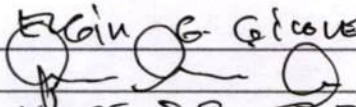
This Performance Security shall be forfeited in favor to Central Mindanao University in the event of default on your part in the performance of any of your obligations under the Contract.

Finally, it must be noted that you shall not commence the work nor initiate the procurement of materials for the project prior to your receipt of the Notice to Proceed.

Very truly yours,

  
**ROLITO G. EBALLE, Ph.D.**  
 President

Received, Acknowledged and Accepted:

Name: Erwin G. Gilote  
 Signature:   
 Date: AUGUST 29, 2023





**NOTICE TO PROCEED**

29 AUG 2023

**MR. ELGIN G. GICOLE**  
President  
**GICOLE SECURITY AGENCY**  
Purok 2, Barangay Camp 1  
Maramag Bukidnon


Dear Mr. Gicole:

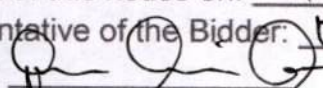
The attached Contract Agreement with Reference No. **ITB No. 56RGMO-23** having been approved, notice is hereby given to **GICOLE SECURITY AGENCY** that work may commence effective after the receipt of this notice, on the procurement of **40 licensed Security Guards and one (1) Officer/over-all Supervisor.**

Thus, you shall be responsible in performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Procurement Unit, Central Mindanao University, Musuan, Bukidnon.

Very truly yours,

  
**ROLITO G. EBALLE, Ph. D.**  
University President

I acknowledge receipt of this notice on: AUGUST 30, 2023  
Name of the Representative of the Bidder: Elgin G. Gicole  
Authorized Signature: 



## CONTRACT OF AGREEMENT FOR SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between;

**CENTRAL MINDANAO UNIVERSITY**, a **UNIVERSITY** duly organized and existing under and by virtue of the laws of the Philippines, with principal address at Musuan, Dologon, Maramag, Bukidnon represented herein by **DR. ROLITO E. EBALLE**, **President, CENTRAL MINDANAO UNIVERSITY** hereinafter referred to as the "**UNIVERSITY**";

and

**GICOLE SECURITY AGENCY** a business entity duly organized and existing, under and by virtue of the laws of the Philippines, with principal offices at Unit 601A 6<sup>th</sup> floor Victoria Station 1, 793 EDSA, South Triangle, 793 EDSA, Quezon City 1103, Satellite Office: Purok 2, Barangay Camp 1, Maramag, Bukidnon represented by **MR. ELGIN G. GICOLE, MBA, REB**, **President/Security Director**, hereinafter referred to as the **SECURITY AGENCY**.

### WITNESSETH

WHEREAS, the **UNIVERSITY** is desirous of engaging the services of a security agency for the purpose of safeguarding and protecting the properties and installation of the **UNIVERSITY** against illegal intruders, theft, robbery, pilferage, arson, vandalism and other unlawful acts of strangers, employees, informal settlers, and other persons within the premises of **CENTRAL MINDANAO UNIVERSITY**.

WHEREAS, the **AGENCY** assures the **UNIVERSITY** that it is duly licensed and authorized by the laws and regulations, both local and national to engage in the security and protective services within the Philippines and that it has trained security guards, equipment and expertise to provide such services strictly in accordance with the requirements and expectations of the **UNIVERSITY**;

WHEREAS, on the basis of such representation, the **UNIVERSITY** is agreeable to engage the services of the **AGENCY** under the terms and conditions set by the **UNIVERSITY**;

NOW THEREFORE, for and in consideration of the foregoing premises and of mutual terms, conditions and stipulations hereinafter set forth, the parties hereto have agreed and covenanted, as they hereby agree and covenant, as follows:

#### A. SCOPE OF WORK :

The **SECURITY AGENCY** shall provide security services for the Central Mindanao University, with the following details

- 1.1 The **SECURITY AGENCY** shall provide the forty (40) Licensed Security Guards and One (1) Officer/Over-all Supervisor qualified, competent, uniformed and armed security personnel who possess the following qualifications.
  - a. Must be a Filipino Citizen;
  - b. Must be physically and mentally fit;
  - c. Not less than 21 years of age nor more than 50 years of age (RA No. 5487, Sec 5);
  - d. Must have undergone and passed regular security service training within the last six (6) months as well as psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile and drug test;
  - e. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts;
  - f. Must be duly licensed and properly screened and cleared by the PNP, NBI, and other government offices issuing clearances for employment,





1.2 **To perform the following:**

- a. Guard and Secure CMU properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person/s as well as, maintain peace and order within Central Mindanao University premises;
- b. Protect Central Mindanao University officials, employees, visitors and guest from assault, harassment, treat or intimidation, and other criminal acts and to enforce and implement the Commission's security protocol and rules and regulations within the Central Mindanao University premises;
- c. Enforce and obey all orders/memoranda/instructions issued by the University President or his authorized representative, which are relevant to their functions;
- d. Conduct inspection of all bags and baggage carried by people coming in and out of the premises, as warranted.  
Conduct random physical inspection of people coming in and out of the premises, as warranted

1.3 The forty (40) security personnel to be hired will be deployed by the Central Mindanao University in a three 8-hours shift subject to schedule of hours;

**B. DUTIES AND RESPONSIBILITIES OF THE SECURITY PERSONNEL:**

**B.1 Roving guards and night shift duty guards**

- a. Conduct a routine inspection of the premises of the Central Mindanao University. Provided that, night shift duty guards shall ensure that entry/exit doors are locked/secured. Any observation such as, but not limited to, unswitched light and unplugged equipment shall be reported;
- b. Monitor and log/record the names of the all Central Mindanao University officials and employees who work beyond office hours and the exact time when they leave the premises;
- c. Check if the security guards are present in their designated posts; and
- d. Submit incident report of any untoward incident which may have caused threat to life, chaos, theft or any acts that constitute breach of the security of the CMU personnel, clients and properties

**B.2 LIST OF EQUIPMENT**

**Firearms (detachment type/outpost)**

- a. Four (4) Cal. 9mm with basic load of ammunition
- b. Thirty (30) units 12 Gauge Shotgun with basic load of ammunitions

**B.3 Communications**

- a. Fifteen (15) units Brand new VHF hand held radios with extra battery pack and valid license
- b. One (1) unit Base radio

**B.4 Vehicles**

- a. One (1) unit 4 x 4 Patrol Vehicle with PA and siren with at least 15 liters fuel/week
- b. Two (2) units motorcycle 125cc w/ 5L gas/week



**B.5 OTHER EQUIPMENT**

- a. One (1) unit Computer with complete accessories and printer
- b. One (1) unit Camera
- c. Two (2) units Field Binoculars/high resolution (standard)
- d. Five (5) unit Metal detector
- e. One (1) unit Functional Drone
- f. Twenty (20) book Logbook (500 pages)
- g. Two (2) units Megaphone

**B.6 GUARD INDIVIDUAL EQUIPMENT**

- a. Twenty (20) Flashlight (4.5 volts capacity)
- b. Twenty (20) Baton/Handcuff
- c. Twenty (20) pairs of rainboots/coats
- d. Leather belt with pouches and medical kit

**C. COMPENSATION**

For and in consideration of the services to be rendered by the SECURITY AGENCY to the UNIVERSITY, the latter agrees to pay directly to the former the amount of Two Million Seven Hundred Fifty Eight Thousand Eight Hundred Eighty Four and 79/100 (Php 2,758,884.79) for Forty guards for (3) months at Twenty Two Thousand Nine Hundred Ninety Pesos & 71/100 (Php 22,990.71) per mo. per guard.

**D. CONDITIONS OF THE CONTRACT**

- a. The contract shall have provisions for general conditions specified in Section IV of the Bid Documents, and special conditions specified in Section V of the Bid Documents.
- b. That, if the exigency of the services requires, the UNIVERSITY shall have the right to require additional security guards who shall be compensated in accordance with the provisions of the Labor Code.
- c. The security guards of the SECURITY AGENCY are in no sense employees of the UNIVERSITY.
- d. The SECURITY AGENCY shall assume full responsibility for any loss, damage, personal injury or death in the course of the performance of their duty or security operation.
- e. The SECURITY AGENCY shall comply with the provisions of the Labor Code particularly Chapter III, Article 103 which states that wages shall be paid at least once every two (2) weeks or twice a month, with intervals not exceeding sixteen (16) days and, within five (5) working days from the scheduled date of payment; and shall submit proof of payment of wages (pay slip), overtime, and 13th month pay of their deployed employees in CMU.
- f. The UNIVERSITY has the authority to validate or evaluate whether or not the SECURITY AGENCY is compliant to the minimum wages and other emoluments.
- g. The SECURITY AGENCY shall see to it that all logistical equipment (vehicles, firearms, handheld radios, etcetera) provided for the use of security personnel in the CMU shall be serviceable at all times, clean, properly maintained, and licensed/registered by the proper government agency. The SECURITY AGENCY shall present a proof of application for exemption from gun ban.

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- h. The SECURITY AGENCY must present a Certification of Very Satisfactory Performance from one (1) client government agency in relation to completed or on-going contracts

**E. DUTIES AND RESPONSIBILITIES OF THE SECURITY AGENCY**

- a. Designate an Officer-In-Charge with the following functions: liaison between the CMU management and the security agency;
- b. Exercise supervision and responsibility over all the members of the security agency;
- c. Monitor the performance of the SECURITY AGENCY;
- d. Submit incident report/s and recommendation/s for disciplinary action/s to be imposed on any erring member of the security agency;
- e. Submit Monthly Security Report & situational report;
- f. In case a security incident happened that require immediate action, the SECURITY AGENCY shall inform the management through Security Services Director;
- g. Strictly enforce the curfew policy of the university;
- h. Furnish the CMU Security Services Unit a Detail Order on a monthly basis; and,
- i. Propose necessary security measures for improvement of security within the assigned are of responsibility.

**F. PERIOD OF THE CONTRACT**


The Contract for security services shall be for a period of Three (3) months which shall commence upon the signing of both parties unless sooner revised by mutual agreement of both parties

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have hereto signed these presents, this \_\_\_ day of August 2023 at the premises of the UNIVERSITY.

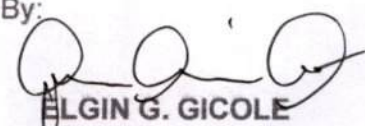
"CENTRAL MINDANAO UNIVERSITY"

"GICOLE SECURITY AGENCY"


By:

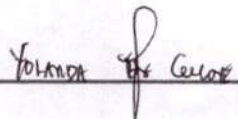
  
ROLITO S. EBALLE, Ph.D.  
President

By:

  
ELGIN G. GICOLE  
Proprietor/General Manager

Signed in the Presence of:

  
MARIA JAMELLAH CELESTE M. MAGALONA  
Chief, Accounting Office

  
Yolanda \_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF BUKIDNON ) S.S  
MUNICIPALITY OF MARAMAG )

BEFORE ME, a Notary Public for and in the above jurisdiction, on this day of October 2023 at \_\_\_\_\_, personally appeared the following, exhibiting to me the following described Competent Evidence of Identity (CEI) in accordance with the Rules on Notarial Practice:

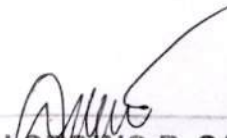
Name	Competent Evidence of Identity (CEI)	Date/Place Issued
<b>ROLITO G. EBALLE</b>		
<b>ELGIN G. GICOLE</b>		

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Contract of Agreement consisting of eight (5) pages including this page, signed by the parties and their witnesses on each and every hereof and thereof, including this page whereon the acknowledgement is written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed on every page hereof my notarial seal this \_\_\_\_ day of ~~AUG 9 2023~~, 2023, in the Municipality of Maramag, Bukidnon, Philippines.

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Book No. CX#11  
Series of 2023

  
**LORDINO P. SALVAÑA**  
Notary Public  
Until December 31, 2023  
PTR No. 2647497  
Don Carlos, Bukidnon  
TIN No. 908-877-854  
MCLE Compliance No. 1-0018231  
II-00020369; III-0021247-11-11-11  
IV-0007928-09-14-12  
V-0024025-929-2016

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