

**NOTICE TO PROCEED**

COMMISSION ON AUDIT  
RECEIVED  
By: J. Varns  
Date: 9/13/13

September 3, 2013

The Manager  
Dependable Security Agency & General Services  
0262 Sabado Street, San Francisco District,  
7016 Pagadian City

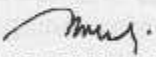
Sir:

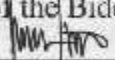
The attached Contract of Agreement having been approved, notice is hereby given to Dependable Security Agency & General Services that supply and delivery may proceed on the Hiring of Twenty (20) Highly Trained & Licensed Security Guards 5-15 days after receipt of this Notice.

Upon receipt of this notice, you are 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 spaces provided below. Keep one copy and return the other to the Bids & Awards Office.

Very truly yours,

  
MARIA LUISA R. SOLIVEN  
University President

I acknowledge receipt of this Notice on SEPTEMBER 4, 2013  
Name of the Representative of the Bidder: PHILIP BOYLES  
Authorized Signature: 

**CONTRACT OF AGREEMENT  
FOR SECURITY SERVICES (STF-2013-23)**

**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. MARIA LUISA R. SOLIVEN, President, CENTRAL MINDANAO UNIVERSITY** hereinafter referred to as the "**UNIVERSITY**";

and

**DEPENDABLE SECURITY AGENCY & SECURITY SERVICES** a business entity duly organized and existing, under and by virtue of the laws of the Philippines, with principal offices at 0262 Sabado Street, San Francisco District, Pagadian City, Zamboanga Del Sur represented by **MR. ALLAN B. BENDICIO**, General Manager.

**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 theft, robbery, pilferage, arson, vandalism and other unlawful acts of strangers, employees 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:

1. The **UNIVERSITY** hereby engages the services of the **AGENCY** to safeguard and protect its properties and employees and guests against all crimes and unlawful acts mentioned in the first whereas clause above-written.
2. **GUARDING SYSTEM** – The **AGENCY** shall adopt a guarding system and post guards in accordance thereof, in the premises of the **UNIVERSITY** PARTICULARLY ON THE AREA IDENTIFIED BY BOTH PARTIES AS THE **AREAS OF RESPONSIBILITY (AOR)** throughout the whole 24 hours daily commencing on 1<sup>st</sup> day of September 2013 until August 31, 2014 for twenty (20) guards for one (1) year including Sundays and holidays, using a variable shifts of guards at such hours as may be determined by the **UNIVERSITY**. Until otherwise revised by the **UNIVERSITY**, there will be three (3) shifts of 8 hours per shift for each regular guard post. Revision of shifts shall be done as the need

Guards  
20

Location  
Central Mindanao University

It is understood that this number may be increased or decreased by the **UNIVERSITY** as its sole option, depending upon the security situation or the exigency of the service, by giving the **AGENCY** at least seven (7) days prior written notice.

3. **EQUIPMENT** - The **AGENCY** shall ensure that the guards assigned to provide security to the **UNIVERSITY** shall be in identical uniforms equipped with **Fifteen (15) units Licensed VHF handheld radio with an extra battery pack per unit, 2) One (1) unit Licensed Base Radio with external antennae, 3) Ten (10) units 12 gauge shotgun with 10 rounds ammunition per unit, 4) 5 units 9mm pistol with 18 rounds ammunitions per unit, 5) Two (2) unit XRM motorcycle supplied with at least 15 liters of fuel per week, 6) One (1) unit 4 x 4 pick-up supplied with at least 15 liters of fuel per week, 7) One (1) unit Computer set with complete accessories, (8) One (1) unit Digital camera with a minimum of 10 mega pixels, 9) Two (2) units CCTV camera with centralized monitor with data storage/recorder, 10) Two (2) units metal detector, 11) Six (6) units night stick with teargas and 12) Two (2) units megaphone** and such other paraphernalia and security aids as may be necessary and called for under existing Philippine National Police rules and regulations.
4. **QUALIFICATIONS OF GUARDS** - The **AGENCY** hereby agrees that all security guards and/or personnel to be assigned to the premises of the **UNIVERSITY** must be duly licensed as security guards, must have complied with all the requirements and regulations prescribed by the laws and decrees as well as executive orders relative to security guards and security agencies and the rules and regulations prescribed by the chief of the **Philippine National Police** and the **AGENCY**, and local ordinances, if any.
5. **SECURITY SURVEY** - In addition to the duties and responsibilities of safeguarding and protecting the **UNIVERSITY** properties and the personnel working thereat, the **AGENCY** shall periodically conduct security inspections without additional service charge or fees and recommend to the **UNIVERSITY** measures that would be necessary to safeguard the **UNIVERSITY** premises, personnel and properties. The **AGENCY** shall provide a Supervisor Officer to regularly supervise and manage the Agency guards assigned in the University.
6. **COMPENSATION** - For and in consideration of the services to be rendered by the **AGENCY** to the **UNIVERSITY**, the latter agrees to pay directly to the **AGENCY** a monthly service fee at the rate of Thirteen Thousand Six hundred Seventeen Pesos and Seventy Eight Centavos (**Php 13,617.78**) per guard per month rendering 8 hours actual work daily, in the total amount of **Two Hundred Seventy Two Thousand Three Hundred Fifty Five Pesos and Sixty Centavos (Php 272,355.60)** for one month for twenty (20) guards.
7. **CORPORATE GUIDELINES AND POLICIES** - The University shall furnish the **AGENCY** from time to time copies of guidelines and general policies in addition to the standard rules and regulations and practices particular to the security needs and requirements of the **UNIVERSITY** and the **AGENCY** shall be responsible for the faithful performance and implementation of said guidelines, policies, rules and regulations, including the manner, details or methods of implementing the same.

8. **RESPONSIBILITY** - the **AGENCY** shall assume full responsibility and hereby agrees and binds to indemnify the **UNIVERSITY** for any loss, damage, destruction and injury that may be incurred by the **UNIVERSITY** occurring within the premises being secured which are attributable to the negligence, fault, laxities, unlawful act or misconduct of the **AGENCY** or its security guards or resulting from theft, pilferage, robbery, arson and unlawful and illegal acts of third persons, save when such loss or damage is clearly established to be due to fortuitous and unforeseen events or acts of GOD or due to "inside jobs" perpetuated by trusted employees of the **UNIVERSITY**, provided that such losses, damages or injuries shall be reported in writing to the **AGENCY** immediately or within five (5) days from date of discovery to enable the **AGENCY** to investigate the matter. The **AGENCY** is not precluded in pursuing any legal action against the culprits if it so desires.

(The agency may initiate the filing of appropriate charges against any persons who commits an offense against agency guards in the performance of tour of duty).

9. **WARRANTY** - The **AGENCY** warrants to comply with its obligations as employer of the security guards and hereby agrees to hold the **UNIVERSITY** free from liability, cause or causes of action, claim or claims which may be filed by the Security Guards under this Agreement or under the provisions of the Labor Code, and such other allied laws, rules, regulations, Presidential decrees and executive Orders that are now in effect. Neither the **AGENCY** nor its guards/personnel shall be deemed the agent, representative, employee or servant of the **UNIVERSITY** and the **AGENCY** shall assume full power and responsibility for the payment of compensation, wages, salaries, overtime pays and such other benefits for injuries or ailments which may be suffered by its guards/personnel in the course of performing the security services to the **UNIVERSITY**, pursuant to the Agreement. The **University** shall not release or pay the monthly service fee to the agency unless the agency can show receipt that it has paid the SSS and Phil-Health contributions of the corresponding guards during the previous month.

10. **PERIODIC GUARD INSPECTIONS** - The **AGENCY** shall, at its own expense, make periodic and appropriate inspections of the guards assigned in the **UNIVERSITY'S** premises, and shall exercise discipline, control, supervision and administration over the security guards/personnel assigned in the **UNIVERSITY'S** premises, in accordance with its internal rules and regulations, of the **UNIVERSITY** rules and regulations and that of the security agency law and other related laws. The **UNIVERSITY** or its officers and supervisors shall have the right to inspect the guards of the **AGENCY** with the view of determining the quality and acceptability of the services rendered by the **AGENCY** personnel within the premises. It is expressly understood and agreed that the **UNIVERSITY** may, at anytime, request for the immediate replacement of any security guard/personnel of the **AGENCY** assigned in the **UNIVERSITY** premises for reasons which the **UNIVERSITY** believes to be prejudicial to its interest. However, the guards/personnel of the **AGENCY** assigned in the **UNIVERSITY'S** premises are, in no sense, deemed and considered as employees or agents of the **UNIVERSITY**.

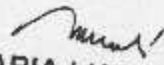
11. **DURATION OF CONTRACT** - This Agreement shall remain in full force and effect for the duration of this contract which shall commence on the 1<sup>st</sup> day of September 2013 for 20 Security Guards and will terminate on August 31, 2014. This agreement may be sooner terminated with cause upon 30 days prior notice. Termination of the Agreement may be done extra-judicially upon finding of gross violation of the provisions stipulated in the agreement. Gross violations as stated in this paragraph shall mean that the Agency has violated any provision of the Agreement more than three (3) times.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have hereto signed these presents, this **SEP 03 2013** day of August 2013 at the premises of the UNIVERSITY.

"UNIVERSITY"

"AGENCY"

By:

  
**MARIA LUISA R. SOLIVEN**  
President

By:

  
**ALLAN B. BENDICIO**  
General Manager

Funds Available:

**MELLBOURNE C. POLIRAN**  
OIC, Head Accounting office

Signed in the Presence of:

**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 **SEP 03 2013** day of August 2013 at \_\_\_\_\_, personally appeared the following, exhibiting to me the following described Competent Evidence of Identity (CEI) in accordance with the 20 Rules on Notarial Practice:

Name	Competent Evidence of Identity (CEI)	Date/Place Issued
MARIA LUISA R. SOLIVEN	33465609	01-10-13/Dol. Mar. Buk.
ALLAN B. BENDICIO		

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 four (4) 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 **SEP 03 2013** day of August 2013, in the Municipality of Maramag, Province of Bukidnon, Philippines.

Doc. No. QPR  
Page No. 191  
Book No. VIII  
Series of 2013

**ATTY. PAUL VINCENT G. VILLEGAS**  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2014

ROLL NO. 53177/TIN NO. 945-907-287

MCLE COMP. NO. III-0002326, 02-19-09

MCLE COMP. NO. IV-0007931, 09-14-12

IBP NO. 871584 / PTR NO. 8099478

NOTICE OF AWARD



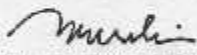
The Manager  
Dependable Security Agency & General Services  
0262 Sabado Street, San Francisco District,  
7016 Pagadian City

Sir/Madam:

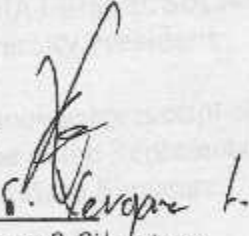
We are happy to notify you that your Bid dated August 19, 2013 for execution of Hiring of Twenty (20) Highly Trained & Licensed Security Guards in the amount of Three Million Two Hundred Sixty Eight Thousand Two Hundred Sixty Eight Pesos Only (Php 3,268,268.00) for one year in accordance with the Instructions to Bidders is hereby accepted.

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

Very truly yours,

  
MARIA LUISA R. SOLIVEN  
President

Conforme:

  
Felix S. Vergara  
Printed Name & Signature

\_\_\_\_\_  
Date