

## CONTRACT FOR SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract for Security Services is entered into on this \_\_\_\_ day of \_\_\_\_\_ at Davao City, by and between:

XXXXXXXXXXXXXXXXXXXX, a corporation organized and existing under the laws of the Republic of the Philippines, with office address at **Davao City**, duly represented herein by its \_\_\_\_\_ herein referred to as the "AGENCY"; and

**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 re-organized and operating by virtue of Republic Act No. 9500, with office at Administration Building, U.P. in Mindanao, Mintal, Tugbok District, Davao City, duly represented herein by its Chancellor, **SYLVIA B. CONCEPCION, Ph.D.** hereinafter referred to as the "UNIVERSITY".

### WITNESSETH:

**WHEREAS**, the representative of the **AGENCY** in this instance has been duly authorized by the Board of Directors of their company to sign this instrument for and behalf of the **AGENCY**. Attached herewith is a copy of the said Secretary's Certificate forming an integral part of this contract as Annex "A" hereof;

**WHEREAS**, by virtue **Item No. 18.3 of the Delineation of Authority to Chancellor** of the U.P. System, the U.P. President has empowered the Chancellor of the U.P. Mindanao to sign this instrument for and in behalf of the **UNIVERSITY**;

**WHEREAS**, 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;

**WHEREAS**, 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 their security plan is the most advantageous to the **UNIVERSITY**. Attached herewith is a copy of Resolution No. 2015-05, BAC Resolution Declaring Lowest Calculated and Responsive Bid and Recommending Award forming an integral part of this contract as Annex "B" hereof;

**WHEREAS**, 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 "C" hereof;

**WHEREAS**, the *UNIVERSITY* hereby accepts the *AGENCY*'s offer to provide security services, in accordance with the terms and conditions hereinafter set forth starting from **January 1, 2018 up to December 31, 2018**.

**NOW THEREFORE**, in view of the foregoing, the parties have agreed 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 **twenty eight (28)** security guards which includes a detachment officer, and an on-call immediate supervisor provided by the *AGENCY*, at the buildings, premises, streets, grounds and areas described in the list marked as Annex "D", 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 the 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 the 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 legal and lawful action with proper authorities for the immediate removal or demolition any unauthorized or illegal structures or improvements erected 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 in Mindanao - Office of the Vice Chancellor for Administration (**OVCA**) and the Legal Office.

Furthermore, the *AGENCY* shall bear for their own account all the cost and expenses in the eviction or demolition of such structures or improvements by whatever means, should the *AGENCY* fail to prevent its erection 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 (P10,000.00) for every illegal structure or improvement per day, until totally removed or demolished if the *AGENCY* failed to take legal and lawful action after 7 days from either actual discovery by the parties therein 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:

- a. Clearances from the National Bureau of Investigation, Philippine National Police, the Office of the Clerk of Court and Barangay of the place of residence for 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 under oath 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 at the *UNIVERSITY* and meet the skill 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 to under oath by the *AGENCY*, with the original copy thereof shall be presented for verification.

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 at the **UNIVERSITY** security personnel of 45 years old or younger, with at least 5'4" in height, and have a pleasing appearance. The **AGENCY** shall not assign married couples at same shifts, posts or unit.

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** measures 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 Student Affairs (OSA). The security guards must also be made familiar with the rules and physical lay-out of the premises or facility to which they are assigned.

1.6 The **AGENCY** hereby recognizes the right of the **UNIVERSITY** to set dialogue or meetings with the officers or supervisors of the **AGENCY** to advance a better service pursuant to this contract. The **AGENCY** shall conduct and provide for safety and preventive drills and exercises in coordination with the **UNIVERSITY**.

1.7 The **AGENCY** shall provide each security guard, who must always be in complete proper uniform with a firearm and paraphernalia, communication equipment and at least a multi-cab or a motor cycle, or any motor vehicle at the discretion of the **UNIVERSITY**, as needed to ensure delivery of prompt and satisfactory security services. The **AGENCY** shall likewise provide at their cost, a flashlight, gun, radio and a logbook per guard, which shall be submitted to the **OVCA**, when required or upon the termination of the services.

The **AGENCY** shall be liable to pay the penalty as liquidated damages in the amount of Ten Thousand Pesos (P10,000.00) per day per gun, radio, equipment or vehicle that the **AGENCY** failed to deploy and provide in the **UNIVERSITY**, during the effectivity of and in accordance with this Contract.

1.8 The Standing Operating Procedure on Security Guards shall form part of this Contract and shall be faithfully observed by both parties. Attached herewith forming an integral part of this instrument is the said S.O.P. of security guards as Annex "D".

## ARTICLE 2 MONTHLY EVALUATION

2.1 During the effectivity of this contract, the **UNIVERSITY**, through the **OVCA**, shall evaluate each month the security services actually rendered by the **AGENCY**. The **OVCA** shall make such evaluation on the basis of, which shall include, but not limited to the following matters:

- a. Actual deployment by the **AGENCY** of security personnel and performance of their functions and responsibilities;
- b. Problems encountered and solutions recommended or undertaken;
- c. **AGENCY**'s faithful compliance with the provisions of this Contract; and
- d. Monthly report from the **UNIVERSITY**'s unit heads on the performance of the security personnel.

2.2 The **AGENCY** shall be solely and exclusively responsible on the ways and means for the delivery or performance of the security services including the discipline and control of all its security personnel deployed in the **UNIVERSITY** under this Contract. The **AGENCY** hereby acknowledges that any failure of their security personnel to exercise its due diligence in the performance and conduct of such security personnel as well as by way of liquidated damages corresponding to violation or prescribed conduct as defined in Annex "E" hereof, the **UNIVERSITY** may pre-terminate their services.

For this purpose, any individual or committee duly authorized by the **UNIVERSITY**, shall investigate and submit a report in writing to the **UNIVERSITY**, through the **OVCA**, any commission or conduct by any security personnel of the **AGENCY** of any act listed as herein stated in Annex "E". Copies of such report shall be provided to the **OLC**, the **AGENCY**, and the erring security guard(s). The Vice Chancellor for Administration shall evaluate within five days from receipt of the report and shall notify in writing the **AGENCY** the recommended action and amount of liquidated damages, which shall be paid by the **AGENCY** within ten days from receipt of the notice/decision.

The determination of the Vice Chancellor for Administration shall be final and executory; provided, however, that, if the **AGENCY** fails to pay the amount of liquidated damages within the period prescribed, the **UNIVERSITY** has the option to deduct the amount of liquidated damages from any amounts due or to become due to the **AGENCY**. The payment of liquidated damages as provided for in this Section shall not prevent the **UNIVERSITY** from availing of other remedies or legal action available against the erring security personnel and/or the **AGENCY**, under the law or this Contract.

2.3 The **AGENCY** shall assign one security personnel to the **UNIVERSITY** as a Detachment Officer or head guard in a 24-hour duty, without additional cost to the **UNIVERSITY**, who shall be responsible for the day to day supervision, monitoring and deployment of the security personnel assigned at the **UNIVERSITY**. He shall submit to the **OVCA** every end of the week during the effectivity of this contract, a written daily report on observations and analysis as he may deem proper or as may be required by the **UNIVERSITY**, copy furnished the **AGENCY**.

2.4 The **AGENCY** shall be solely responsible to post the required performance security in accordance with R.A. 9184, its implementing rules and regulations. The rate or percentage of performance security shall be in accordance with the table cited in R.A. 9184

depending on its form and the bid price of the *AGENCY*. The performance security is in addition to the ESCROW REQUIREMENT of the *UNIVERSITY* as herein stated.

### ARTICLE 3 WARRANTIES

3.1 During the effectivity of this contract, notwithstanding the functions and responsibilities fully and absolutely assumed by the *AGENCY* under this Contract, the *AGENCY* undertakes that its security guards and personnel shall faithfully perform such other duties and responsibilities which the *UNIVERSITY* or the end-user may require in writing; Provided, that the *AGENCY* shall be furnished with a written statement of such additional duties and responsibilities, copy furnished the *OVCA*, at least ten (10) days before actual implementation. Provided further, that in cases of emergencies or urgent needs, the *UNIVERSITY*, through the Vice Chancellor for Administration, shall have the authority to temporarily reassign such number of guards or personnel as may be immediately needed, even without the permission of the *AGENCY*. Provided finally, that the *AGENCY* Detachment Officer is properly notified by phone or radio of the temporary reassignments.

3.2 It is the exclusive obligation of the *AGENCY* to pay the legal wages and other benefits of its security personnel working under this Contract as well as to deduct all compulsory deductions. It is absolutely and unconditionally acknowledged herein that all the security personnel are employees of the *AGENCY* and not of the *UNIVERSITY*. Furthermore, the *AGENCY* likewise undertake to faithfully abide and comply with all existing labor statutes and other existing laws, otherwise it shall be a ground to pre-terminate the contract.

3.3 The *AGENCY* hereby expressly agrees to absolve the *UNIVERSITY* from any and all liabilities arising from any present or future labor or other cases involving any of its security personnel in the performance of their functions or conduct pursuant to this Contract, as the same shall be assumed solely and exclusively by the *AGENCY*.

3.4 The *AGENCY* undertakes to remove or replace any of its security guards from their assignment/posts within twenty-four (24) hours, only upon written notice to the *UNIVERSITY*, through the *OVCA*. Any security personnel requested to be removed and replaced by the *UNIVERSITY* shall never be assigned/deployed any campuses or properties of the *UNIVERSITY* during the effectivity of this Contract, its renewal or extension, if any.

3.5 The *AGENCY* shall be jointly and severally liable to the *UNIVERSITY* or to any person mentioned in Section 1.1 hereof, for indemnification, reparation and restoration, to any loss or damage of property, injury or death suffered due to the fault or negligence of assigned security personnel.

For this purpose, the Vice Chancellor for Administration shall conduct an investigation and determine the culpability and extent of liability of the security personnel and/or the *AGENCY*. The findings and recommendation on the investigation shall be furnished to the *UNIVERSITY*'s Legal Counsel within two days from its completion together copies of all evidence gathered during the investigation, for its concurrence. Thereafter, the same shall become the decision on the matter under investigation.

The decision shall be final and executory, unless appealed by the *AGENCY* to the *UNIVERSITY* Chancellor within ten (10) days from receipt of decision. The decision of the Chancellor shall be final and unappealable.

- 3.6 The *AGENCY* shall not be liable for loss or damage due to the following:
- a. Fortuitous events/force majeure beyond the control or competence of the security guards to prevent;
  - b. Orders of the *UNIVERSITY* through its authorized units beyond the scope of this Contract;

#### **ARTICLE 4**

##### **DESIGNATION BY THE AGENCY OF THE UNIVERSITY AS ATTORNEY-IN-FACT**

4.1 The *AGENCY* hereby constitutes the U.P. in Mindanao Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to the *AGENCY* a sufficient amount to satisfy its liabilities to the *UNIVERSITY* and/or the persons determined under Section 3.6 hereof. Within twenty-four (24) hours after taking cognizance of any injury to persons, or damage to or loss of property, the office or team so designated shall document and report the same to the *OVCA*, copy furnished the U.P. in Mindanao Cashier, the *OLC*, U.P. in Mindanao Accounting Office and the *AGENCY*.

4.2 Where the *AGENCY* incurs obligations to its Security Guards and personnel such as unpaid wages, premiums or differentials, the *AGENCY* hereby constitutes the U.P. in Mindanao Cashier as its Attorney-in-Fact for the purpose of withholding from such amounts owing to them *AGENCY* a sufficient amount to satisfy the *AGENCY*'s liabilities to the Security Guards and personnel to pay the same to the said guards.

4.3 The *AGENCY* shall vacate and turn over the premises in the event of pre-termination, non-renewal, or effective termination, as the case may be, of this Contract to the incoming security *AGENCY* that the *UNIVERSITY* will choose, pursuant to government accounting and auditing rules and regulations, or to the *UNIVERSITY* if no such incoming security *AGENCY* has been chosen yet. The *AGENCY* hereby constitutes the *UNIVERSITY* as its Attorney-in-Fact for the purpose of taking over the possession of the premises and to remove, take out or otherwise cause to be transferred to any suitable storage space outside the said premises at cost to the *AGENCY*, the personnel, equipment, facilities, fixtures, and other movable properties belonging to the *AGENCY*. In addition, the sum of Five Thousand Pesos (P5,000.00) shall be deducted from any amount due or outstanding to the *AGENCY* for each day beyond 12:00 midnight of **December 31, 2017** that it continues to unlawfully withhold the premises or otherwise causes delay in voluntarily removing said personnel, equipment, facilities, fixtures and other movable properties from the premises of U.P. Mindanao.

#### **ARTICLE 5**

##### **CONTRACT PRICE**

5.1 For and in consideration of the services to be rendered by the *AGENCY* under this Contract, the *UNIVERSITY* shall pay the *AGENCY* the amount of \_\_\_\_\_. With a specific rate per security guard per month: 8-Hr shift: P\_\_\_\_\_ and P\_\_\_\_\_ per guard per month for day shift and night shift, respectively.

The corresponding amounts shall be payable in monthly installments, every end of each month, subject to government accounting and auditing rules and regulations; Provided, that all taxes, fees and charges due the Government shall be borne by the *AGENCY*; Provided, further, that should the *UNIVERSITY* desire to increase the number of security guards in excess of that stipulated herein, the rate per security guard per month shall be the same as that provided herein, and in case it decides to reduce the number of security guards below that specified herein, the corresponding rate therefor shall be deducted. 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 law, subject to availability of funds.

## **ARTICLE 6 CERTIFICATIONS TO BE SUBMITTED BY THE AGENCY**

6.1 As a pre-condition for any payment to the *AGENCY*, the latter shall submit to the *OVCA*, on a monthly basis, official certifications from the appropriate government institutions that the *AGENCY* has duly paid for and/or remitted Social Security, Philippine Health Insurance and State Insurance Contributions, and other mandated benefits of their security guards assigned to the *UNIVERSITY*. The *AGENCY* shall submit a certification from the Social Security System that the appropriate amount corresponding to the required employer's and employees' SSS contributions have been duly remitted, including proof that the same are individually credited to the *AGENCY*'s employees concerned. In cases where the Certificates of Remittance are issued on a quarterly basis by the appropriate government *AGENCY*, the *AGENCY* shall submit the Official Receipt of payment to that *AGENCY* in lieu of the Certificate of Remittance. However, the Certificate of Remittance shall be submitted to the *UNIVERSITY* upon its issuance so that the previous payments may be verified.

The *AGENCY* shall also submit a certification duly subscribed and sworn to by its President and General Manager that each security guard has duly received from the *AGENCY* their wages and other compensation benefits due them as provided by law, inclusive of such days declared as holidays or non-working days by appropriate authority. The payroll of the security guards, with their signatures indicating the amount that they received for the period corresponding to the month covered by the payment, must also be attached to said certification. The Bank Remittance for said payroll must also be submitted to the *UNIVERSITY*.

6.2 Failure of the *AGENCY* to submit the foregoing certifications earlier than five (5) days prior to the date of payment by the *UNIVERSITY* to the *AGENCY* shall be a violation of this Contract and the *UNIVERSITY* shall have the right to unilaterally rescind, revoke or terminate this Contract, or withhold payment to the *AGENCY* pending its compliance.

If any of the certifications are found to be falsified, or contain forged signatures or fictitious names of security guards, 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 other actions, sanctions or remedies available to the **UNIVERSITY** under the law and this Contract

## **ARTICLE 7 ESCROW AGREEMENT**

7.1 Upon execution of this Contract, the **UNIVERSITY** and the **AGENCY** shall open an escrow account with any government bank, or deposit to the U.P. Mindanao Cash Office cash equivalent to 10% of the contract price which is \_\_\_\_\_, or Manager's Check issued by a commercial bank in favor of U.P. Mindanao, at the discretion of the **UNIVERSITY**. This is subject to the terms and conditions of the Escrow Agreement of the bank, all at the sole expense of the **AGENCY**. The Escrow Agreement and the Performance Security shall be an integral part of this contract to which compliance is mandatory.

7.2 In addition to the performance security, the escrow account shall serve as security to cover all possible liabilities and damages to third persons and to the **UNIVERSITY** which the **AGENCY** may incur. The said account shall also cover liabilities of the **AGENCY** to security guards assigned at the **UNIVERSITY** whose salaries and benefits under this Contract have not yet been paid. Moreover, the said account shall also secure all liabilities to third parties, visitors, or strangers, of which the **UNIVERSITY** may incur as a result of the failure, refusal or negligence of the **AGENCY** to comply with any of the terms and conditions of this Contract.

## **ARTICLE 8 PRE-TERMINATION OF THE CONTRACT**

8.1 During the effectivity of this contract, violation of any of the provisions of this Contract shall be a ground for its pre-termination by service of a written notice to the **AGENCY** fifteen (15) calendar days before the intended date of pre-termination but without prejudice to paragraph 3.5 hereof respecting the right of the agency to appeal, without prejudice to the resort by the **UNIVERSITY** to other available remedies including the filing of the appropriate court action. Such notice may, at the option of the **UNIVERSITY**, be served to the official address of the **AGENCY** as herein provided, or to the detachment commander or supervisor assigned to the **UNIVERSITY**.

8.2 This Contract may also be pre-terminated by the **UNIVERSITY** through the Vice Chancellor for Administration with the consent of the Chancellor, if the **AGENCY** twice receives an over-all rating of "Fair" or "Poor" pursuant to Section 2.1 hereof during the contract period.

## **ARTICLE 9 EFFECTIVITY**

9.1 This Contract duration is for one (1) year and shall be effective from 12:00 A.M. of January 01, 2018, and will end at 12:00 M.N. of December 31, 2018 unless sooner pre-terminated by the **UNIVERSITY**.

9.2 Since time is of the essence of this Contract, the failure of the **AGENCY** to fully and completely assign/deploy security guards upon the effectivity of this Contract shall

render the *AGENCY* liable to a fine in the amount of Ten Thousand Pesos (P10,000.00) per guard per day of delay.

9.3 It is hereby understood that no renewal, hold-over or extension shall be allowed unless expressly agreed upon in writing by the *UNIVERSITY* and *AGENCY* sixty (60) days prior to the expiration of this Contract; Provided, that in case an emergency situation arise on the part of the *UNIVERSITY*, the sixty (60)-day period shall not apply insofar as the *UNIVERSITY* is concerned.

9.4 Upon expiration of the term of this **CONTRACT**, the subsequent contract for security services shall be subject to public bidding pursuant to applicable laws and *UNIVERSITY* regulations. However, the *AGENCY*, at the option of U.P. in Mindanao, need not participate in the said public bidding but shall instead have the right to equal the lowest bid therein and thereafter awarded the said contract, if the former manifests its intention to avail of such right in writing not later than five (5) days from the opening of the bids, provided that:

- a. The *AGENCY* shall not incur delay in the payment of the salaries and other benefits of its security guards;
- b. The *AGENCY* shall fully comply with the required deployment to the *UNIVERSITY* of security guards, guns, radios, equipment and vehicles;
- c. U.P. Mindanao must not have received any valid complaints against the *AGENCY* in connection with the latter's services or operations;
- d. This **CONTRACT** shall not have been pre-terminated for violation by the *AGENCY* of its terms and conditions;
- e. The *AGENCY* must not have received a performance rating lower than very satisfactory during the effectivity of this **CONTRACT**;
- f. U.P. Mindanao reserves the exclusive right to set the terms of the new contract; and
- g. The right of first refusal can only be exercised once.

## **ARTICLE 10 JUDICIAL RELIEF**

10.1 In case of breach or non-compliance by the *AGENCY* of any of the terms and conditions of this Contract, or in case the *UNIVERSITY* is impleaded in any litigation initiated or brought by any of the security guards of the *AGENCY*, or by any third-party as a consequence of the acts, omissions, negligence of the *AGENCY* or its security guards, 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 (P10,000.00), without prejudice to such other damages provided herein and under the law.

10.2 The actions, remedies or rights of the *UNIVERSITY* arising from any violation or breach by the *AGENCY* may be availed of by the *UNIVERSITY* alternatively or cumulatively, at its sole discretion. The right to file action on court shall be after the alternative dispute resolutions mechanisms shall have been complied.

10.3 The parties hereby agree that the sole and only venue for any litigation arising out of or in relation to this contract shall ONLY be filed to the proper courts in Davao City to the exclusion of other courts. Provided that, prior to the filing of any judicial action, the parties are required to comply arbitration/mediation in view of the UNICITRAL Model law in Republic Act No. 9285 (2004):

a. All disputes, controversies or claims arising out of or relating to this contract, or about its breach, termination or invalidity shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of a notice by the other party from the party injured.

b. All such conflicts which cannot be decided by the negotiation and/or mediation shall be decided by the arbitration in accordance with the rules of arbitration contained in the UNICITRAL Model Law as adopted in Republic Act No. 9285 or the ADR Law of 2004.

c. For this purpose, there shall be three (3) arbitrators with each party appointing one each, and those appointed selecting the third arbitrator who shall be the chair of the arbitral panel. The appointing authority mentioned in Article 6 of the UNICITRAL Model Law and Article 26 of Republic Act No. 9285 shall be the Commissioner on Higher Education.

d. The place of arbitration shall be in UP Diliman, Quezon City without prejudice to holding hearings in another place for the convenience of the witnesses that may be presented by the parties. The language of the arbitration shall be in English or Filipino.

e. Each party shall deposit half of the costs for arbitration that will be determined by the arbitration panel without prejudice to recovering such costs that may be awarded in the Arbitration Award.

## **ARTICLE 11 WAIVER**

11.1 The failure of the *UNIVERSITY* to insist upon the strict performance of any of the terms, conditions, and covenants herein shall not be deemed a relinquishment or waiver of any right or remedy that the *UNIVERSITY* has.

## **ARTICLE 111 PERFORMANCE CRITERIA**

111.1 The **Security** agency shall maintain a Satisfactory level of performance throughout the term of the contract based on the following: (i) Quality of Service(40%); (ii) Management and Suitability of Personnel(30%); (iii) Contract Administration(20%); (iv) Time Management(5%); (v) Submission of Periodic Progress Reports(5%).

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, Davao City, Philippines.

**AGENCY**

By:

XXXXXXXXXX

**UNIVERSITY**

By:

PROF. SYLVIA B. CONCEPCION, Ph.D.  
Chancellor  
U.P. Mindanao

SIGNED IN THE PRESENCE OF:

Republic of the Philippines)  
DAVAO CITY ..... ) s.s.  
x-----x

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in Davao City, on this \_\_\_\_ day of \_\_\_\_\_  
2013, personally appeared:

Name	Identification	Issued
1. _____	_____	_____
2. Silvia B. Concepcion , Ph.D.	TIN # 110-837-312-000	June 24, 1999

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument, consists of eleven (12) pages, including this page whereon this Acknowledgment is written with attached Annexes "A" to "J", refers to a Contract for Security Services between XXXXXXXXX and U.P. Mindanao, signed by the parties as having been duly authorized by their respective institutions, together with their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date place above written.

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2017.