

Legal Counsel within two (2) days from 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 event/*force majeure* beyond the control or competence of the security guards to prevent and
- 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 *UNIVERSITY* and its University Cashier as its Attorneys-in-Fact for the purpose of withholding from such amounts owing to the *AGENCY* a sufficient amount to satisfy liabilities to the *UNIVERSITY* and/or the persons determined under Section 3.5, in relation to Section 1.1 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 UP Mindanao Cashier, the OLC, UP 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 *UNIVERSITY* and the University Cashier, as its Attorneys-in-Fact for the purpose of withholding such amounts owing to them by the *AGENCY* sufficient to satisfy the *AGENCY*'s liabilities to the security guards and personnel and to pay the same to the security guards mentioned.

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 Attorneys-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 equipment, facilities, fixtures, and other movable properties belonging to the *AGENCY*. In addition, the sum of FIVE THOUSAND PESOS (P 5,000.00) shall be deducted to any amount due or outstanding to the *AGENCY* for each day beyond 12:00 midnight of January 31, 2021 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 UP 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 **Six Million One Hundred Forty-Two Thousand Six Hundred Ninety-Four Pesos and 40/100 (P6,142,694.40) for Lot 1 and One Million Nine Hundred Sixty-Seven Thousand One Hundred Eighty-Nine Pesos and 22/100 (P1,967,189.22) for Lot 2.**


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, Philhealth 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 employee's 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, in lieu thereof, the *AGENCY* shall submit the Official Receipt of such payment issued by that government agency. However, upon its issuance, the Certificate of Remittance shall be immediately submitted to the *UNIVERSITY*.

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 UP Mindanao Cash Office cash equivalent to 10% of the contract price for Lots 1 and 2 which in the amount of (P 614,269.44) and (P 196,718.922), respectively, or Manager's check issued by a commercial bank in favor of UP 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.

**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 therefor, 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 (P 10,000.00), 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 resolution mechanisms shall have been complied with.
- 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 UNCITRAL Model Law under Republic Act 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 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 UNCITRAL Model Law as adopted in RA 9285 or the ADR Law of 2004.

**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 12
PERFORMANCE CRITERIA**

- 12.1** The *AGENCY* shall maintain a "Very Satisfactory" level of performance throughout the term of the contract (i.e. 1 year) based on the following in relation to Section 2.1 hereof:
- a. Quality of Service (40%)
 - b. Management and Suitability of Personnel (30%)
 - c. Contract Administration (20%)
 - d. Time Management (5%)
 - e. Submission of Periodic Progress Reports (5%)

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto affixed their signatures this 29th day of APRIL 2021 at Davao City, Philippines.

higcayamanda

[Handwritten signature]

**UNIVERSITY OF THE PHILIPPINES
MINDANAO**

By:

LARRY N. DIGAL, Ph.D.
Chancellor

**BLACK VOLT SECURITY
CORPORATION**

By:

JESNAR Y. FALCON II
Vice President

Signed in the presence of:

ZENAIDA G. CALATRAVA
Chief, Accounting Office
UP Mindanao

KAREN JOYCE CAYAMANDA
Vice Chancellor for Administration
UP Mindanao

Republic of the Philippines)
DAVAO CITY ss.
X-----X

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Davao, personally appeared the following persons, to wit:

Name	Gov't Issued ID	Date Issued
1. Larry N. Digal	L02 84-050180	Davao City
2. Jesnar Y. Falcon II	L02-13-003846	Davao City

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 it is within the authority of the entities they respectively represent in this instance.

This instrument consisting of Ten (10) pages including this page where the acknowledgment is written, refers to a Contract for Security Services between the University of the Philippines Mindanao and Black Volt Security Corporation. It has been signed by the parties and their instrumental witnesses at every page.

WITNESS MY HAND AND NOTARIAL SEAL this 05 day of MAY 2021
2021 at Davao City, Philippines.

Doc. No. 06 ;
Page No. 13 ;
Book No. VII ;
Series of 2021.



RYAN ERIK C. SANTIAGO
Notary Public
Comm. Serial No. 2021-009-2022
Until 31 December 2022
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