

**CONTRACT AGREEMENT
FOR THE
PROVISION OF SECURITY SERVICES FOR THE OPERATION OF
CSU CABADBARAN CITY**

KNOW ALL MEN WHOM THESE PRESENT:

The **CARAGA STATE UNIVERSITY (CSU)**, an educational institution organized and existing under Republic Act # 9854 with principal office address at Ampayon, Butuan City, represented herein by its University President, **ANTHONY M. PENASO, Ph.D.**, hereinafter referred as "**CSU Cabadbaran City (CSUCC)**".

-and-

SAPPHIRE SECURITY AGENCY, organized and existing under and by virtue of the laws of the Republic of the Philippines, holding its principal office at 2/F Montinola Bldg. 139 JC Aquino Ave, Imadejas, Butuan City, represented herein by its Proprietor, **MS. LOLITA M. GARINGAN**, who is duly authorized to represent it in this transaction, hereinafter referred as "**SECURITY AGENCY**".

-WITNESSED THAT-

WHEREAS, the **CSUCC** advertised the Invitation to Bid on the **Provision of Security Services for the Operation of CSU Cabadbaran City**, posted the same in the school's website www.csucc.edu.ph, in PhilGEPS and a conspicuous place in the premises of CSU Cabadbaran City continuously for 20 days;

WHEREAS, after the opening of bids on **December 13, 2021** and the conduct of bid evaluation and the required Post-qualification Report dated on **December 16, 2021** and **December 28, 2021**, the bid submitted by **SAPPHIRE SECURITY AGENCY** was found to be the lowest calculated and responsive bid in the amount of **One Million One Hundred Ninety Thousand Sixteen Pesos and Twenty-Four Centavos (Php 1,190,016.24)** Philippine Currency for the security services of CSU Cabadbaran City for a term of twelve (12) months;

WHEREAS, the said **SECURITY AGENCY** guarantees to **CSU Cabadbaran City** that it is duly licensed to engage in the business of providing security services;

WHEREAS, **CSU** Board of Regents approved the award of contract to **SAPPHIRE SECURITY AGENCY** in the amount of **One Million One Hundred Ninety Thousand Sixteen Pesos and Twenty-Four Centavos (Php 1,190,016.24)** Philippine Currency for the security services of CSU Cabadbaran City for a term of twelve (12) months through **Board Resolution No. 64.22, S. 2022**;

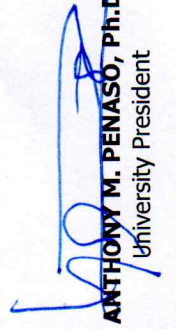
WHEREAS, in a Notice of Award (NOA) dated **May 16, 2022**, the contract therefore was awarded to **SAPPHIRE SECURITY AGENCY** who signifies "Conforme" in the same NOA;

NOW THEREFORE, in view of the foregoing premises and of the mutual covenants and stipulations, hereinafter provided, the parties have agreed as follows:


ERNESTOF F. GALOLA
Witness


LOLITA M. GARINGAN
Proprietor


MARILYN B. CASTILLO, Ed.D.
Chancellor


ANTHONY M. PENASO, Ph.D.
University President

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ARTICLE 1
DOCUMENTS COMPRISING THE CONTRACT**

The following documents are hereby incorporated and made integral of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. **CSU Cabadbaran City's** Specification consisting of
Section A: Bid Specifications
 - Part I - Instruction to Bidders
 - Part II - General Provisions
 - Part III - Special Provisions
 - Part IV- Bid Forms
2. **SECURITY AGENCY** 's Affidavit of Undertaking and Affidavit of Commitment.
3. Notice of Post – Qualification issued by the **CSU Cabadbaran City** dated December 22, 2021.
4. Notice of Award issued by **CSU Cabadbaran City** dated May 11, 2022.
5. The Performance Security to be filed by the **SECURITY AGENCY** in accordance with this contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

**ARTICLE II
SCOPE OF SECURITY WORK**

1. The **SECURITY AGENCY** agrees to provide the **six (6)** security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of **CSUCC** against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the **SECURITY AGENCY** agrees to provide security and assistance to the officials and employees of **CSUCC** while in the discharge of their official duties and responsibilities. The security guards so posted shall maintain duly verified daily time records, which shall support the claim for payment of services rendered.
2. The **SECURITY AGENCY** shall **render twenty four (24) hours** duty daily with **eight (8) hours** per shifting of guards assigned, including Saturdays, Sundays, and holidays. The regular daily tour of duty for each guard shall be **eight (8) hours**, and no guard shall be made to render more than eight (8) hours duty within a 24-hour period except in cases of extreme necessity and only upon prior written permission of the **CSUCC**. The **SECURITY AGENCY** shall provide reserve guards, which shall not be less than thirty three percent (33%) of the total number of regular guards required under this Contract. The **SECURITY AGENCY** shall also replace all the guards required in this contract with new regular guards whenever requested by **CSUCC** subject to the usual performance evaluation of security guards. See Article VII, Section 5.
3. Security guards shall allow visitors in the **CSUCC** premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear CSUCC's visitor's ID. In times of pandemic, the guard on duty must see to it that visitors and CSUCC employees alike must wear the prescribed facial protective equipment and observe minimum health/safety standards and protocols.


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4. The **SECURITY AGENCY** shall at all times extend security and protection to **CSUCC's** visitors and personnel within the school area and those on authorized official travel(s) as the need arises.
5. The **SECURITY AGENCY** shall record all trips of service vehicles and file one copy of each duly approved trip ticket;
6. The **SECURITY AGENCY** shall record all incoming and outgoing vehicles in their logbook;
7. The **SECURITY AGENCY** shall record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief Administrative Officer within twenty-four (24) hours if any property belonging to CSUCC shall be brought without duly approved gate pass;
8. The **SECURITY AGENCY** shall enforce and obey all orders/instructions/memoranda issued by the Office of the Chancellor in behalf of CSUCC, which are relevant to their functions.

**ARTICLE III
PAYMENT**

1. The **CSU Cabadbaran City** shall pay the **SECURITY AGENCY** based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month as listed in Annex "A" hereof, and deductions for penalties under Article VIII hereof. It is understood that the Agency's billings included all the statutory compensation and benefits due to its security guards.
2. The **SECURITY AGENCY** agrees to abide with the List of Due and Demandable Accounts Payable – Advice to Debit Accounts (LDDAP-ADA) rulings and shall abide with the said payment scheme.


**ARTICLE IV
MANNER OF PAYMENT**

1. Payment shall be made every fifteenth (15th) day and at the end of each month for security services rendered per billing submitted by the **SECURITY AGENCY**. The bill of the **SECURITY AGENCY** shall be supported by a properly accomplished payroll showing the gross amount earned deductions and the net amounts payable to the security guards and properly signed daily time records. Where Biometric clock is available, accomplished time cards shall not exceed those listed in the duly approved guard deployment roster covering the billing period. Deductions from billings shall be imposed as provided for in Article VII hereof.
2. The **SECURITY AGENCY** hereby binds itself to pay its employees in accordance with the provisions of pertinent laws and/or other legal issuances governing security agencies. The **SECURITY AGENCY** shall solely be responsible for the payment of all indemnities to its guards which may arise under existing laws and shall comply with the provisions of all other Philippine Laws relative to its employees.


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3. At the end of every billing period, the **SECURITY AGENCY** shall submit to **CSUCC**, its regular billing invoice, the official guard detail duly signed by the **SECURITY AGENCY** or its authorized representative(s) and the CSUCC or its authorized representative(s), including the accomplished and approved guards' daily time records, a copy of the paid-up payroll complete with guards' signature and for the first claim, a copy of this Security Services Contract.
- a. The **SECURITY AGENCY** shall also submit a monthly proof of remittances that all contributions in favor of the guards are properly remitted to the concerned government agencies, which shall form part of the documentary requirements in the **SECURITY AGENCY's** billing with **CSUCC**. This shall be submitted every last week of the ensuing month.



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LOLITA M. GARINGAN
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**ARTICLE V
OBLIGATIONS AND RESPONSIBILITIES OF SECURITY AGENCY**

1. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the **SECURITY AGENCY** employed under this Contract shall not be considered employees of **CSUCC**. The **SECURITY AGENCY** assumes full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract.
2. The **SECURITY AGENCY** shall ensure and guarantee that its security guards shall familiarize themselves with the **CSUCC's** officers and all its personnel, and at all time accord to them the highest respect and courtesy.
3. The **SECURITY AGENCY** shall submit promptly every morning to the **authorized representative of CSUCC** the shift guard mounting reports, as well as reports of all incidents of loss, injury or damage to life and property, involving the **CSUCC's** property and personnel that occurred during the previous day.
- a. Any unusual occurrence in the premises noted by the guard should be reported immediately to the **authorized representative of CSUCC** and a written report must be submitted within forty-eight (48) hours from its occurrence;
- b. The loss or damage to property shall be brought to the attention of the **AGENCY** by CSUCC within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the **SECURITY AGENCY**.
4. The **SECURITY AGENCY** shall be liable to **CSUCC** for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;
5. The liability for any loss or damage stated under paragraph 4 is subject to the following exceptions:
- a. Where the loss or damage occurs inside a closed office, building or compartment into which the **SECURITY AGENCY** or its agents have no access, in which case, the **SECURITY AGENCY** is not liable, unless the door or window of any of the office building or


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compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards;

- b. For loss of, and/or damage to property delivered, or entrusted by **CSUCC** to its employees, which equipment or property is outside the administrative control of the **SECURITY AGENCY** at the time of said loss or damage, the **SECURITY AGENCY** is not liable. In this connection, properties or equipment are considered outside the administrative control of the **SECURITY AGENCY** only when the same are brought outside the **CSUCC's** premises or compound by the authorized employees themselves.
 - c. For loss of, and/or damage to property resulting from fortuitous events or force majeure;
6. For any loss or damage stated under paragraphs 4 and 5, the **SECURITY AGENCY** shall indemnify **CSUCC** for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish **CSUCC** a Performance Security to guarantee the payment of such claim or damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the **SECURITY AGENCY** shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by **CSUCC**;
7. The **SECURITY AGENCY** shall provide the following **Security Equipment** to its employees/ guards assigned in CSUCC:
- a) Valid Licensed Services Firearms for each guard on duty;
 - b) VHF Portable Radio with extra battery pack and battery charger for each guard on duty;
 - c) Metal detector for each guard on duty;
 - d) Flashlights with batteries for each guard on duty;
 - e) Night sticks for each guard on duty;
 - f) Handcuffs for each guard on duty;
 - g) Medical kit for each guard on duty;
 - h) Raincoat, rain boots and umbrella for each guard on duty;
 - i) At least one (1) motor vehicle/bicycle;
 - j) Whistle for each guard on duty.
 - k) Rescue gears and equipment for disaster and rescue operations in the campus
- **Minimum technical requirements for first aid kits - Must contain at least:**
 - a) 4pcs. Plaster strips (wash proof);
 - b) 1 pc Elastic Bandage;
 - c) 1pc/bot Povidone Iodine;
 - d) 4pcs. Alcohol Pad;
 - e) 1 pack Cotton Buds;
 - f) 1 pc. Antiseptic Cleansing Wipes;
8. As stated in Article V, Number 7, the **SECURITY AGENCY** shall provide **one (1) unit service vehicle** (motorcycle/Bicycle) ready to use for the roving guards and transporting **CSUCC** personnel in the campus as well as during


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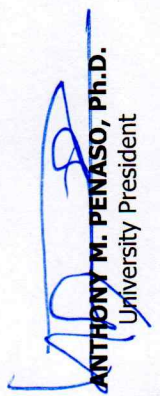
emergencies. It shall be understood that the operating and maintenance cost (including fuel) shall be at the expense of the **SECURITY AGENCY**.

9. The **SECURITY AGENCY** shall exercise effective administration, control, supervision and inspection, through its Supervising Security Guard or Security Inspector, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. The **SECURITY AGENCY** shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to **CSUCC's** personnel or visitors within the service areas.
10. The **SECURITY AGENCY** shall assign only members of the force who are acceptable to the **CSUCC** and the **SECURITY AGENCY** shall not pull out any security guard from **CSUCC** without the written consent of the latter.
11. The **SECURITY AGENCY** hereby guarantees that all guards shall follow all regulations, policies and security programs and plans of **CSUCC** to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of the **CSUCC** including authorized visitors in the execution of their duties.
12. The **SECURITY AGENCY** shall provide **CSUCC** with the number of guards as stated in Annex "A" hereof, and any decrease or increase in the number of guards shall require the written approval of **CSUCC**.
13. The **SECURITY AGENCY** shall diligently and faithfully serve the best interest of the **CSUCC** in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of the **CSUCC** which may any member of the security force of the **SECURITY AGENCY** may have acquired by reason of such contractual relationship.
14. The **SECURITY AGENCY** hereby guaranteed the salaries of the guards detailed with the **CSUCC** shall be paid on time, not later than the 5th and 20th day of the month. Any repetitive or unjustified delays in the payment of the salaries attributable to the **SECURITY AGENCY**, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for **CSUCC** to terminate the service contract.
15. The **SECURITY AGENCY** shall guarantee that all the employer's share being paid by **CSUCC** to the **SECURITY AGENCY**, like the SSS premiums, State Insurance/ECC, Phil-Health, and others and the corresponding employees shares being pre-deducted and all remitted properly and on time to the concerned agencies. Any unjustified delay or non-remittance of these amount shall be a sufficient ground for **CSUCC** to terminate the service contract.
16. The **SECURITY AGENCY** conducts a training/seminar to the guards once a month to upgrade their skills and knowledge in security matters, and as a refresher course to them. A report shall be submitted to **CSUCC** that the **SECURITY AGENCY** had conducted the training /seminars to the guards deployed at **CSUCC**.


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17. The **SECURITY AGENCY** shall always coordinate with the Local Law enforcement agencies, such as PNP, Fire Department (BFP), PA & other friendly forces to ensure that the area of responsibility (AOR) is always in order, peaceful, safe and manageable.
18. The **SECURITY AGENCY** shall assign to **CSUCC** well-trained, experienced, licensed, uniformed and armed guards who shall meet the following qualifications:
- a. Must be licensed Security Guard;
 - b. Physically and mentally fit as certified by public health physician;
 - c. Not less than 25 but not more than 50 years of age;
 - d. With at least two years (2) trainings relative to frontline services;
 - e. With clearance on Pendency / Non- Pendency of administrative case or unsatisfactory performance from previous work.
 - f. Must have knowledge and practice of fire fighting techniques, self-defense and detecting bombs and explosives;
 - g. Not related to any **CSUCC** personnel with the 4th degree of consanguinity or affinity in the area or project being serviced;
 - h. Of good moral character and without criminal or police record, the National Bureau of Investigation, and a certificate from the Neuro-Psychiatrist duly accredited by the Philippine and National Police.
 - i. No double posting of guards. That is, the guards assigned at CSUCC must not be assigned in any other establishment.
19. The **SECURITY AGENCY** as mentioned in Article V, Number 18 shall provide copies of the Bio-data of their security guards assigned and deployed in **CSUCC**. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to **CSUCC** before assumption of work by the said security guard.
20. The **SECURITY AGENCY** as mentioned in Article V, Number 7 & 8 shall have the responsibility on the care and maintenance of the said equipment used during the entire Contract of Service and remove it from the **CSUCC** premises fifteen (15) days after the termination of the said contract.
21. The **SECURITY AGENCY** as mentioned in Article II, Number 2 shall replace half of its guard detailed at **CSUCC** subject to performance evaluation to prevent familiarization among students, faculty, staff, and visitors.
22. The **SECURITY AGENCY** shall conduct pre-deployment seminar on their security guards which will be assigned to **CSUCC** for purposes of refresher training, orientation on their Area of Responsibility (AOR), campus rules & policies and standard operating procedures on campus safety and security.


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ARTICLE VI
PERFORMANCE SECURITY**

1. The **SECURITY AGENCY** shall file a performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184 to guarantee the faithful and satisfactory fulfillment of all the **SECURITY AGENCY's** obligations under this Contract.
2. The Performance Security shall answer for any and all damages and losses that maybe suffered by the **CSUCC** as a result of the failure of the **SECURITY AGENCY** to perform any of its obligations under this Contract. This performance security shall be released by the **CSUCC** at the expiration or termination of this Contract provided that there are no pending claims filed against the Security Agency and/or Surety Company.

**ARTICLE VII
RIGHTS OF CSU Cabadbaran City**

1. **CSUCC or its authorized representative** shall conduct inspection in ranks/formation of guards, firearms, and other equipage as required in the contract upon the initial assumption of the contracted services before posting, and at least once and every month thereafter;
2. **CSUCC or its authorized representative** shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness;
3. **CSUCC** shall have the authority and prerogative to impose disciplinary sanctions for any violation committed by the **SECURITY AGENCY** guard, during his tour of duty or off duty, inside the school premises covered by the service contract. Any such violation which comes to the attention of the **SECURITY AGENCY** first shall be reported by the **SECURITY AGENCY** to **CSUCC** in writing for appropriate action of the latter;
4. No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of CSUCC, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of CSUCC, whether he/she is on-duty or off-duty;
5. **CSUCC** shall have the right to increase or decrease the number of guards as the necessity for the same arises. The **SECURITY AGENCY** shall correspondingly increase or decrease the number of guards within twenty-four (24) hours from receipt of written notice to the effect from **CSUCC**, and **SECURITY AGENCY** shall submit to the **CSUCC** within the first five (5) days or each month the updated list of guards so assigned, indicating the name and residence address of guards, license number, SSS Number, tax account number, disposition and duty schedule;
6. Whenever **CSUCC** informs **SECURITY AGENCY** in writing that any contracted guard including any **SECURITY AGENCY** personnel, in its finding and/or option is undesirable, the **SECURITY AGENCY** shall within twenty-four (24) hours from notice relieve the employee and never again be assigned to **CSUCC** premises mentioned herein. And if, for any reason which


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it deems necessary to protect its interest, **CSUCC** shall request in writing the revamp of the entire security force. The **SECURITY AGENCY** shall effect the same without additional cost on the part of the **CSUCC**.

7. **CSUCC** shall have the right to screen, select, accept and/or reject the Security Agency's individual guards in accordance with the **CSUCC** present criteria;
8. **CSUCC** shall have the right to inspect the guards at any time to ensure the proper security of the personnel, materials and equipment within its premises. Likewise, the representative of **CSUCC** upon authorization of its President/Chancellor shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violation(s) committed by the Agency guards, as provided in the preceding paragraphs (2) and (3) above. This right of inspection by the **CSUCC** shall not relieve Security Agency from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.
9. The **SECURITY AGENCY**'s security guards and personnel shall be under the supervision and control of **CSUCC** with respect to deployment, works shifts and execution of security plans upon proper coordination with the head guard of the **SECURITY AGENCY**;
10. **CSUCC**, for the purpose of implementing the operational aspects of this Contract, shall officially deal only with a licensed security agency;
11. **CSUCC** shall have access to records of payment of salaries and/or auditorial right over the payroll of the Security Agency;
12. **CSUCC** shall deduct the penalties for absences and tardiness of the Security Guards and other violations of the guards and of the Security Agency from Security Agency's monthly billing as provided in Article VIII hereof.


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**ARTICLE VIII
PENALTIES FOR OFFENSES OR VIOLATION OF RULES**

1. The **CSUCC** shall impose on the **SECURITY AGENCY** penalties for violation of this Contract committed by the **SECURITY AGENCY** as listed below:

AGENCY VIOLATION	PENALTY
a. SECURITY AGENCY failed to provide the required Services of one (1) motorcycle/bicycle as per Contract.	Deduction from the billing of P 500.00 per vehicle per day.
b. SECURITY AGENCY failed to issue firearms to a posted guard.	Deduction from the billing of P200.00 per cost per day.
c. SECURITY AGENCY issued a firearm without a license.	Deduction from the billing of P150.00 per firearm w/or license per day.
d. SECURITY AGENCY issued	Deduction from the billing of P150.00


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defective firearms to posted guards.	per firearm per day.
e. SECURITY AGENCY issued a firearm to a posted guard not owned or licensed in the name of the Agency.	Deduction from the billing of P100.00 per firearm per day.
f. SECURITY AGENCY's radio/communication equipment is defective or unserviceable.	Deduction from the billing of P100.00 per radio equipment per day.
g. SECURITY AGENCY posted guard(s) that are not qualified as per Contract	Deduction from the billing of P100.00 per guard per day and removal of the guard upon receipt of CSU Cabadbaran Campus notice.
h. SECURITY AGENCY failed to provide the required number of radios or communications equipment as required by the Contract	Deduction from the billing of P100.00 per radio or communication per day.
i. SECURITY AGENCY has not issued any magazine or hole for extra ammunition.	Deduction from the billing of P50.00 per magazine per day.
j. SECURITY AGENCY has issued ammunitions short of the requirements as per Contract or has issued defective bullets.	Deduction from the billing of P20.00 per unavailable ammo per day.

2. **CSUCC** shall impose on **SECURITY AGENCY** penalties for offences or violations as listed below, without prejudice to penalties as may be imposed by the Director General, Philippine National Police as provided for in Rule XVI, Administrative Sanctions of RA 5487 as amended, and to the disciplinary sanctions that may be imposed on the individual erring guard by the **CSUCC**.

OFFENSES	PENALTY
a. Abandonment of Post	Deduction from the billing of P200.00 and termination of the guard's service upon receipt of the written notice.
b. Posted security guards found drunk, drinking intoxicating liquor or found under the influence or prohibited drugs while on duty	Deduction from the billing of P200.00 and termination of the guard's service upon receipt of the written notice.
c. Providing confidential information to unauthorized person(s)	Deduction from the billing of P100.00 and termination of the guard's service upon receipt of the written notice.
d. Security guard firing or fired his firearm indiscriminately	Deduction from the billing of P100.00 and termination of the guard's service upon receipt of the written notice.


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e. Posted security guard observed playing with his service firearm or allowed others to play or tinker with his firearms	Deduction from the billing of P100.00 and termination of the guard's service upon receipt of the written notice.
f. Security guard apprehended for alarm, scandal or disorderly conduct within the premises of the installation on or off duty	Deduction from the billing of P100.00 and termination of the guard's service upon receipt of the written notice.
g. Security guard engaging in mulcting or extortion activities	Deduction from the billing of P100.00 per incident and termination of the guard's service upon receipt of the written notice.
h. Manifested or display of discourteous or failure to render appropriate respect or courtesy to CSU Official or employee or visitor	Deduction from the billing of P100.00 per incident and termination of the guard's service upon receipt of the written notice.
i. Security guard found sleeping on duty	Deduction from the billing of P100.00 per incident and termination of the guard's service upon receipt of the written notice.
j. Failure of the security guards to report to duty without prior notice	Deduction from the billing of P100.00 per violation.
k. Failure of the posted security guard to carry his license to exercise profession as Private Security Guard	Deduction from the billing of P100.00 per incident.

3. MISCELLANEOUS - The following violations or deficiencies shall be penalized with the deduction from billing in the amount of P25.00 for 1st offense, P50. 00 for 2nd offense, and P100.00 for 3rd offense: and for the 4th offense, termination of service of the guard, to wit:

- a. Security guard smoking while on duty.
- b. Security guard reading newspaper, comics and other unofficial reading materials while on duty.
- c. Security guard sporting the non-regulation haircut, beard/mustache or not in proper uniform while on duty.
- d. Security guard engaging in prolonged or unnecessary conversation over the cellphone/telephone or with visitors/employees while on duty.
- e. Security guard without whistle, night stick and flashlight while on night duty and raincoat/umbrella during bad weather conditions, and
- f. Late in reporting to formation prior to posting.

4. **CSUCC** in its desire to instill discipline, improve fitness and professionalism among the security guards may formulate and implement a system of reward and punishment supplementing and/or independent of the offenses and penalties provided in this article.

5. **CSUCC** shall inform **SECURITY AGENCY** of any offense or violation of rules, name of guard apprehended, time and date of apprehension; and reports shall be signed by apprehended party and apprehending party.


CARMESIO F. GALOLA
Witness


LOLITA M. GARINJAN
Proprietor



MARILYN B. CASTILLO, Ed.D
Chancellor


ANTHONY M. PENASO, Ph.D.
University President

**CONTRACT AGREEMENT
FOR THE
PROVISION OF SECURITY SERVICES FOR THE OPERATION OF
CSU CABADBARAN CITY**

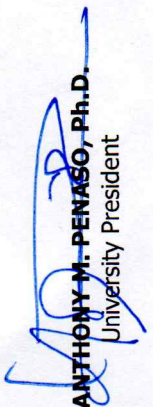
**ARTICLE IX
RIGHTS OF CSUCC TO TERMINATE CONTRACT**

1. It is expressly understood herein that the relationship of **SECURITY AGENCY** with **CSUCC** is based purely on the trust and confidence of the latter in the former and that **CSUCC** shall have the right to terminate the Contract in case of loss of said trust and confidence in **SECURITY AGENCY**, upon thirty (30) days prior written notice therefore to **SECURITY AGENCY**.
2. **CSUCC** shall have the right to terminate the Contract, after a thirty (30) days written notice therefore to the **SECURITY AGENCY** on the following grounds:
 - a. When "**SECURITY AGENCY**" has willfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any **CSUCC** personnel inside the **CSUCC** premises while on official duty.
 - b. When **SECURITY AGENCY** has willfully and intentionally through negligence caused irreparable damage to the prestige of any vital interest of the **CSUCC**, great destruction of **CSUCC** properties and equipment, or great economic loss by personal participation of non-performance of his duties and responsibilities.
 - c. When **SECURITY AGENCY** violated other obligation required under this Contract and refused to comply and/or remedy the violation within reasonable period given the **CSUCC**.
 - d. When **SECURITY AGENCY** fails to pay the salaries of any guard in accordance with Annex "A" of the contract for two consecutive billing periods without just cause.
 - e. When upon result of the audit findings, **CSUCC** finds the **SECURITY AGENCY** resorting to unauthorized, illegal, involuntary and unreasonable deductions, resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.
 - f. When **CSUCC** finds the **SECURITY AGENCY** to have failed in their obligation to any of its guards based on agency's contract with **CSUCC**, thus, affecting the state of morale and efficiency of the entire force.
 - g. When **SECURITY AGENCY** increased or decreased the number of guards without written approval of **CSUCC**.
3. **CSUCC** as its interest may require, shall have the right to cancel or terminate the award of this Contract when the **SECURITY AGENCY**, upon written notice, fails to comply any or all of the following, before the initial posting:
 - a. Present physically to **CSUCC** all the equipage requirement under this Contract, including the list of names of security guards to be posted: and /or


ERNESTO F. GALOLA
Witness


LOLITA M. GARINGAN
Proprietor


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- b. Provide the performance security as required under this Contract within the reasonable period prescribed by **CSUCC**.

**ARTICLE X
RIGHTS OF SECURITY AGENCY TO TERMINATE CONTRACT**

The **SECURITY AGENCY** shall also have the right to cancel or terminate the contract upon serving a thirty (30) days written notice to **CSUCC**, based on reasonable grounds.

**ARTICLE XI
WARRANTY CLAUSE**

The **SECURITY AGENCY** hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and **CSUCC** official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commissions; that the **SECURITY AGENCY** will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the **CSUCC** and to the relatives within the 3rd degree of consanguinity of affinity of **CSUCC** officials who are directly and/or indirectly involved in the Contract awards or project prosecution; and that if any commission is being paid to a private person, he shall disclose the name of the said person and the amount being paid; and that any violation of this warranty shall constitute a sufficient ground for the rescission for cancellation of this Contract or the reduction from the contract price of the consideration or commission paid without prejudice to the filing of civil or criminal action under the Anti-Graft Law and other applicable laws against the **SECURITY AGENCY** and/or his representative and **CSUCC** official /employee.

**ARTICLE XII
VALIDITY CLAUSE**

If any term or condition of This Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XIII
VENUE OF ACTION AND COURT LITIGATION**

The parties hereto hereby agree that the venue of action for any cause or causes of action which may arise from this Contract shall be exclusively the proper court of Butuan City, Philippines only.

In case of Court litigation arising out of any violation of the terms and conditions of this Contract by **SECURITY AGENCY**, or any cause arising there from, the amount of twenty percent (20%) of the value of award made by the Court shall be paid by **SECURITY AGENCY** to **CSUCC** by way of attorney's fees and other expenses of litigation but in no case shall such amount for attorney's fees and other expenses of litigation be less than P50, 000.00.


ERNESTO F. GALOLA
Witness


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University President

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**ARTICLE XIV
DURATION**

This Agreement shall take effect on the actual date of posting as certified by the Authorized Unit(s) of the **CSUCC** and shall continue for one (1) year unless otherwise cancelled and/or terminated by the **CSU** upon serving thirty (30) days advance written notice to the **SECURITY AGENCY** of its intention to terminate the contract; provided that the **SECURITY AGENCY** may terminate the contract only upon reasonable ground and with notice to the **CSUCC**; provided further, that in the event the License to Operate of the Agency is cancelled/revoked by the PNP then, this Contract shall automatically cease to operate without need of serving thirty (30) days advance written notice aforesated.


IN WITNESS WHEREOF, the parties hereto have signed this presence on this ___th day of May 2022 in Butuan City, Philippines.

CSU

SAPPHIRE SECURITY AGENCY

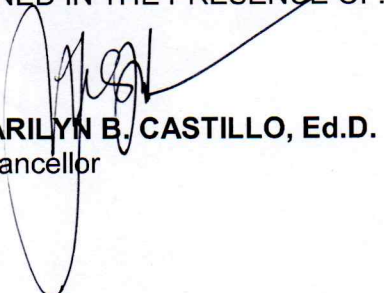
By:


By:


ANTHONY M. PENASO, Ph.D.
University President


LOLITA M. GARINGAN
Proprietor

SIGNED IN THE PRESENCE OF:


MARILYN B. CASTILLO, Ed.D.
Chancellor


ERNESTO F. GALOLA
Witness

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CSU CABADBARAN CITY**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BUTUAN)SS.
X-----.)

31 MAY 2022

Before Me, a Notary Public for and in Butuan City, this _____ day of _____ 2022 personally appeared:

Competent Evidence of Identity (CEI)

ANTHONY M. PENASO

Passport No. P1227240B
3/27/2019, DFA Butuan

LOLITA M. GARINGAN

, who

_____ is/are personally known to me
_____ exhibited (a) competent evidence/s of identity/ies as stated above

and known to me to be the same person/s who executed the foregoing instruments which consist of Fifteen (15) pages including the pages on which the acknowledgments are written, and signed at the left/right margin of each and every page by the parties executing this instrument and their witnesses, and sealed with my notarial seal and she/he/they acknowledged to me that his/her/their signature on the instrument was/were freely and voluntarily affixed by him/her/them for purposes stated therein.

He/She/They further declared that he/she/they has/have the authority to sign in behalf of the principal that he/she/they represent(s).

WITNESS MY HAND AND SEAL on the date and on the place first above mentioned.

DOC. NO. 151
PAGE NO. 31
BOOK NO. 7
SERIES OF 2022

ATTY. JOSE B. GUIBONE
NOTARY PUBLIC
Until Dec 31, 2023
PTR NO. 2175707 JAN-03-2022
IBP NO. 172466 JAN-07-2022
MCLE NO. VII-0002245 01-31-2020
TIN NO. 163402-901
ROLL NO. 51471 / BUTUAN CITY