

# SECURITY SERVICES CONTRACT

## KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is made and executed this \_\_\_\_ day of \_\_\_\_\_, at NVSU Bayombong Campus, Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY (NVSU)**, a state university created under RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **AJG SECURITY AGENCY CORPORATION** a duly licensed private security and investigation agency, duly organized and existing under and by virtue of the laws of the Philippines, with principal office at AJG Building, Makahambus Street, Brgy. 15, Cagayan De Oro City, Misamis oriental, herein represented by its President, **ASHLEY MAE M. GADOR**, hereinafter referred to as **AJG SECURITY AGENCY CORPORATION**.

## WITNESSETH:

**WHEREAS**, the **NUEVA VIZCAYA STATE UNIVERSITY** is in need of Security Services to ensure the protection of the employees, students, stakeholders and clients, and to safeguard the properties of the University;

**WHEREAS**, on June 15, 2007 under Board Resolution No. 26 s. 2007 and reiterated on December 1, 2011 under Board Resolution No. 86, s. 2011 the Board of Regents (BOR) of NVSU APPROVED the Outsourcing of Security Services of the university at its Bayombong and Bambang Campuses;

**WHEREAS**, a public bidding was conducted by the NVSU BAC, opening of bids was held on March 18, 2024, and upon careful examination and verification by the BAC it was found that **AJG SECURITY AGENCY CORPORATION** is the bidder with the Lowest Calculated and Responsive Bid (LCRB) with a total financial bid of **Seven Million Nine Hundred Twelve Thousand Six Hundred Ninety-Three Pesos and 80/100 Only (Php7,912,693.80)** for nine (9) months;

**WHEREAS**, the **AJG SECURITY AGENCY CORPORATION** has assured the NVSU that it has a pool of trained and experienced Security Guards and the expertise to provide such services strictly in accordance with the requirements and expectations of the NVSU;

**WHEREAS**, on the basis of such representations and on the basis of the recommendations of the University Bids and Awards Committee (UBAC) this Contract of Services of the **AJG SECURITY AGENCY CORPORATION** is made effective from August 1, 2024 to April 30, 2025;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions:

## 1. GENERAL PROVISION

The NVSU hereby engages the services of the **AJG SECURITY AGENCY CORPORATION** to safeguard and protect its properties and installation against theft, robbery, pilferage, arson, vandalism, and other unlawful acts of university employees, students and strangers in both Bayombong and Bambang Campuses.

The NVSU shall furnish **AJG SECURITY AGENCY CORPORATION** copies of guidelines and policies on security matters for its implementation, in addition to the prescribed by applicable laws on the duties and responsibilities of private security guards. The NVSU shall conduct inception meeting with the **AJG SECURITY AGENCY CORPORATION** to orient the private security guards of the policies, guidelines and regulations of the University. New policies and guidelines of the university shall be made available and be disseminated to the **AJG SECURITY AGENCY CORPORATION**.

## 2. SCOPE AND AREAS OF RESPONSIBILITY

The **AJG SECURITY AGENCY CORPORATION** shall provide twenty (20) private security guards for Bayombong Campus and seventeen (17) private security guards for Bambang Campus. The posts, areas covered and duties and responsibilities are provided, to wit:

### 1. BAYOMBONG CAMPUS POSTING, SCOPE AND AREA OF RESPONSIBILITIES WITH 20 SECURITY GUARDS

#### a) Post I- Main Gate

Three security guards will be posted every morning shift (7 a.m. to 3 p.m.), and one security guard will be posted during the second shift (3 p.m. to 11 p.m.) and third shift (11 p.m. to 7 a.m.). A total of five posted security guards with eight hours per daily shift.

**Assigned Area of Responsibility (AOR):** Main Gate, Old President's House, College of Human Ecology, Clinic, Marketing Center and its ground and other areas reach by their sight.

#### Specific Duties and Responsibilities:

- Implement university policies during ingress and egress (faculties, employees, students, visitors and guests) and shall maintain a record of the same for reference.
- Maintain a record of all properties and materials of the university brought outside the campus.
- Conduct foot roving patrol and inspect nearby buildings to check lightings, ceiling fan, aircons and open doors.
- Maintain a record of daily activities and other incidents that happen within designated AOR.
- Implement the roll down window and removal helmet policy.
- Enforce/implement the university curfew hour at 10:00 O'clock in the evening and shall properly and officially report any violators.



- Implement all existing rules and regulation of the university.
- Turn over area of responsibility to incoming guard(s) and before leaving his/her post proper reporting and inspection with the incoming duty shall have been made.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Adhere and implement the duties of a private security guard promulgated under the provisions of Republic Act No. 5487, the Implementing Rules and Regulation (IRR) of Private Security Agency Law.

**b) Post II- North Gate**

One security guard will be posted every shift at eight hours per shift.

**Assigned Area of Responsibility (AOR):** North gate, Food Court, Padilla Hall, Gymnasium, Presidential House, Guest House, Basketball Court, and Tennis Court, and other areas reach by their sight.

**Specific Duties and Responsibilities:**

- Implement the specific duties and responsibilities of a security guard stipulated in the security management plan of the Private Security Agency.
- Implement university policies during ingress and egress (faculties, employees, students, visitors and guests) and shall maintain a record of the same for reference.
- Maintain a record of all properties and materials of the university brought outside the campus.
- Conduct foot roving patrol and inspect nearby buildings to check lightings, ceiling fan, aircons and open doors.
- Maintain a record of daily activities and other incidents that happen within designated AOR.
- Implement the roll down window and removal helmet policy.
- Enforce/implement the university curfew hour at 10:00 O'clock in the evening and shall properly and officially report any violators.
- Turn over area of responsibility to incoming guard(s) and before leaving his/her post proper reporting and inspection with the incoming duty shall have been made.
- Implement all existing rules and regulation of the university.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Adhere and implement the duties of a private security guard promulgated under the provisions of Republic Act No. 5487, the Implementing Rules and Regulation (IRR) of Private Security Agency Law.

**c) Post III- College of Business Education, Dormitories and others referred in the AOR**

One security guard will be posted every shift at eight hours per shift.





**Assigned Area of Responsibility (AOR):** Men and Ladies Dormitory, CBE Building, College of Veterinary Medicine Building, PMT Building, Mechanical Dryer, CERMSD, Fishpond, Kayapa cottage and Food Processing areas.

**Specific Duties and Responsibilities:**

- Safeguard and protect officials, employees and students of the university within his vicinity and area reach by his/her sight
- Switch on and off perimeter lights on respective area
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Conduct foot roving patrol and inspect nearby buildings to check lightings, ceiling fan, aircons and open doors.
- Turn over area of responsibility to incoming guard(s) and before leaving his/her post proper reporting and inspection with the incoming duty shall have been made.
- Conduct every 30 minutes foot roving patrol interval within his vicinity.
- Enforce the ingress and egress policies of the NVSU for its dormitory residents and guest.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Perform other duties as directed by authorized officials.

**d) Post IV - Dumlao Farmers Training Center (DFTC) and others**

One security guard will be posted every shift at eight hours per shift.

**Assigned Area of Responsibility (AOR):** Animal Clinic, Philippine Citrus Center Complex, IP Dormitory, Fishpond, Rice fields and Vegetable Projects, Integrated Farm, Piggery, DFTC Building, Staff Cottages/Village and Small Ruminants Projects,

**Specific Duties and Responsibilities:**

- Safeguard and protect officials, employees and students at the project site.
- Record all deliveries of supplies and materials at the project site.
- Record and monitor all visitors, guest and any activities undertaken at the DFTC.
- Conduct foot roving patrol and inspect nearby buildings to check lightings, ceiling fan, aircons and open doors.
- Record observation undertaken at the area of jurisdiction.
- Conduct roving patrol at the different projects of the university and other areas of responsibilities.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Perform other duties as directed by higher authorities.
- Turn over area of responsibility to incoming guard(s) and before leaving his/her post proper reporting and inspection with the incoming duty shall have been made.

**e) Post V- New Administration Building**





Two (2) security guards will be assigned every morning shift (7 a.m. to 3 p.m.), and one security guard will be posted during the second shift (3 p.m. to 11 p.m.), a total of three posted security guards at 8 hours per shift daily.

**Assigned Area of Responsibility (AOR):** Administration Building, College of Education annex building, and Registrar's office

**Specific Duties and Responsibilities:**

- Implement university policies during ingress and egress (faculties, employees, students, visitors and guests) and shall maintain a record of the same for reference.
- Maintain a record of all incidents that happen within his area.
- Conduct foot roving patrol and inspect nearby buildings to check lightings, ceiling fan, aircons and open doors.
- Implement all existing rules and regulations of the University.
- Turn over area of responsibility to incoming guard(s) and before leaving his/her post proper reporting and inspection with the incoming duty shall have been made.

**f) ROVING GUARD**

One security guard will be posted every shift at eight hours per shift.

**Assigned Area of Responsibility (AOR):** I.T lab, ELAB, Forestry Building, Education Building, Library, CAS Building, Old Administration Building, RET Complex, Engineering Building, Motor Pool Extension Projects, AGROMET (PAGASA) Building, Pump House and whole ground if needed.

**Specific Duties and Responsibilities:**

- Conduct roving every 30 minutes on post area.
- Assist at the main gate on rush hours.
- Inspect posted guard on area of responsibility.
- Monitor guards on duty through radio especially at night shifts.
- Assist visitors or clients to their respective destination.
- Switch on and off perimeter lights on respective area.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Turn over area of responsibility to the incoming guard(s) before leaving their post after inspection of areas of jurisdiction shall have been made.

**2. BAMBANG CAMPUS SCOPE AND AREAS OF RESPONSIBILITIES WITH 17 GUARDS**

**a) Post I - Gate 1 Admin Bldg.**



Two security guards will be posted every morning shift (7 a.m. to 3 p.m.), and one security guard will be posted during the second shift (3 p.m. to 11 p.m.), a total of three posted security guards at 8 hours per daily shift.

**Assigned Area of Responsibility (AOR):** Administration Building, Alumni Center, College of Education, College of Arts and Sciences, Food Court, UETC Building, Medical/Dental Building, business stalls and its ground

**Specific Duties and Responsibilities:**

- Implement university policies during ingress and egress (faculties, employees, students, visitors and guests) and shall maintain a record of the same for reference.
- Maintain a record of all properties and materials of the university brought outside the campus.
- Conduct foot roving patrol and inspect nearby buildings to check lightings, ceiling fan, aircons and open doors.
- Maintain a record of daily activities and other incidents that happen within designated AOR.
- Implement the roll down window and removal helmet policy.
- Enforce/implement the university curfew hour at 10:00 O'clock in the evening and shall properly and officially report any violators.
- Implement all existing rules and regulation of the university.
- Turn over area of responsibility to incoming guard(s) and before leaving his/her post proper reporting and inspection with the incoming duty shall have been made.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Adhere and implement the duties of a private security guard promulgated under the provisions of Republic Act No. 5487, the Implementing Rules and Regulation (IRR) of Private Security Agency Law.

**b) Post II- Gate 2**

One security guard will be posted every shift at eight hours per shift.

**Assigned Area of Responsibility (AOR):** Boys Shop, Motor Pool, College of Engineering, PTA Girls, Dormitory/Engineering Laboratory Building and its grounds.

**Specific Duties and Responsibilities:**

- Safeguard and protect officials, employees and students of the university within his vicinity and area reach by his/her sight.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Enforce the ingress and egress policies of the NVSU for its dormitory residents and guest.
- Perform other duties as directed by authorized officials.
- Maintain a record of visitors and guests entering the campus.





- Maintain a record of all materials and properties of NVSU that were brought outside of the campus.

**c) Post III- OVAL**

One security guard will be assigned every shift at eight hours per shift.

**Area Covered:** Students Affairs Service Building, Gymnasium, NHA Dormitory, Boys Dormitory, PLGU-IP Girls Dormitory, Athletic Oval, bleachers and its grounds.

**Specific Duties and Responsibilities:**

- Enforce the egress and ingress policies of the NVSU for its employees, faculties, students, visitors, and guest.
- Implement the specific duties and responsibilities of the Security Guards stipulated in the Security Management Plan.
- Maintain a daily record of all incidents that happen within his jurisdiction.
- Implement all existing rules and regulation of the University.
- Turn over area of responsibility to the incoming guard(s) before leaving their post after inspection of areas of jurisdiction shall have been made.

**d) Post IV - High School Building**

One security guard will be assigned every shift at eight hours per shift.

**Area Covered:** High School Laboratory Building, Cafeteria, Food Technology, President's Cottage, Training Center, Mechanical Building, Twins Building, Graphic Arts Bldg., Technology Laboratory Building, IT Laboratory building, Technology Service Center, and its ground.

**Specific Duties and Responsibilities:**

- Enforce the egress and ingress policies of the NVSU for its employees, students, visitors, and guest.
- Implement the specific duties and responsibilities of a Security Guard stipulated in the Security Management Plan.
- Maintain a record of all incidents that happen within his area.
- Implement all existing rules and regulation of the University

**e) Post V- Roving**

One security guard assigned per shift at eight hours per shift.

**Area Covered: Whole Compound**

**Specific Duties and Responsibilities:**





- Conduct roving every 30 minutes on post area.
- Assist at the main gate on rush hours.
- Inspect posted guard on area of responsibility.
- Monitor guards on duty through radio especially at night shifts.
- Assist visitors or clients to their respective destination.
- Switch on and off perimeter lights on respective area.
- Check/inspect water system of the campus.
- Apprehend a person attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- Turn over area of responsibility to the incoming guard(s) before leaving their post after inspection of areas of jurisdiction shall have been made.

## 1. QUALIFICATIONS OF PRIVATE SECURITY GUARDS

**AJG SECURITY AGENCY CORPORATION** hereby agrees that all Security Guards and personnel to be assigned at the premises of the Procuring Entity must be duly licensed, trained, and experienced. The private security guards must have complied with all the requirements set forth in the Implementing Rules and Regulations of Republic Act No. 5487 on rendering security services. **AJG SECURITY AGENCY CORPORATION** must comply with Republic Act 11917, its IRR, other laws, and regulations.

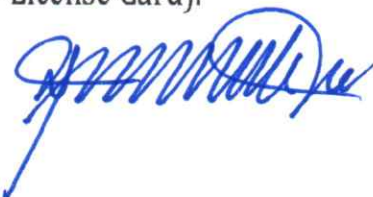
**AJG SECURITY AGENCY CORPORATION** represents and warrants that its private security guards possess the qualifications prescribed by law; and as stipulated in the Security Management Plan of the Private Security Agency in item I, A.1 (1-7) and A.2 (1-7) tendered to the NVSU:

- Must be not be less than 21 years old and not more than 45 years old
- Must be at least high school graduate
- Has undergone Pre-Licensing Training Programs for new recruits or Refresher Training Programs for security guards with more than one-year experience
- Physically and mentally fit (Neuro-psychiatric Test required)
- Licensed Security Guard
- No pending criminal/civil case
- Cleared by law enforcement agency and without previous record of conviction, criminal or civil case
- Of good moral character and reputation
- Knows how to deal pleasantly and courteously with personnel, clients and the general public

**The Security Officer/Detachment Commander shall have the following minimum qualifications:**

- Filipino Citizen
- Holder of at least Baccalaureate Degree
- Physically and mentally fit
- Graduated from a Security Officer Training Course or its equivalent (ROTC/CMT)

Provided that items (b), (c), and (d) shall be supported with a regular license (Private Security License Card).







Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bids and subject to renewal, if the same should expire during the contract implementation.

## 2. UNIFORM AND EQUIPMENT

**AJG SECURITY AGENCY CORPORATION** shall provide the NVSU with Private Security Guards who shall always be in the prescribed uniform, equipped with the basic equipment set forth in Rule VIII, sec 8.a (1-9) in the IRR of RA5487, as follows:

### Minimum Security Equipment Required by NVSU

ITEM	NUMBER	REMARKS
Heavy Duty Flashlight	37 pieces	One per guard
First Aid Kit	37 pieces	One per guard
Rain Coat	37 pieces	One per guard
Record Book	10 pieces per month	Bambang and Bayombong
Security Handbook	37 pieces	One per guard
Ballpen	50 pieces	Bambang/ Bayombong
Computer Set w/ printer	2 units	1 for Bambang and 1 for Bayombong
Vault or Steel cabinet	2 units	1 for Bambang and 1 for Bayombong
Bond Paper	10 reams	Bambang/ Bayombong
Metal Detector (Garret)	5 pieces	3 for Bambang and 2 for Bayombong
ICON Handheld radio, (VHF, UHF, or SIM Card Type)	11 pieces	5 for Bambang and 6 for Bayombong
Base radio, VHF	2 units	1 for Bambang and 1 for Bayombong
Ammunition, 00 Buck Shot 12ga. Shotgun	48 rounds	Bambang/ Bayombong
Ammunition 9x19mm	150 rounds	Bambang/ Bayombong
Pistol, 9x19mm	10 units	4 for Bambang and 6 for Bayombong
12ga. Shotgun	4 pieces	2 for Bambang and 2 for Bayombong
Reflectorized Gloves	4 pairs	2 for Bambang and 2 for Bayombong
Reflectorized Vest	4 pairs	2 for Bambang and 2 for Bayombong
Black Jacket with Hood, Reflectorized Print (SECURITY) Small in left	37 pieces	One per guard

breast side and at the back as indicated in the Supplemental bid		
Bundy Clock	2 units	1 for Bambang and 1 for Bayombong
Stop and Go Baton	4 pairs	2 for Bambang and 2 for Bayombong

**AJG SECURITY AGENCY CORPORATION** shall provide its security guards with two-way communication radios at one radio per guard on duty as required by the NVSU.

All items listed in the Financial Bid and Security Management Plan shall form part of this Security Service Contract.

The provision of the basic equipment (as provided under RA No. 11917) and as required by the NVSU and indicated in the Security and Communication Equipment List of the Security Management Plan of the **AJG SECURITY AGENCY CORPORATION** shall be made available within five (5) days after the signing of this Contract.

### 3. RESPONSIBILITY

**AJG SECURITY AGENCY CORPORATION** shall provide a printed profile of the actual deployed guards within 30 days after deployment. In case of change of deployed guards, the agency shall notify the Procuring Entity prior to the deployment, indicating the name of the security personnel involved and the new guards to be deployed. The new guards deployed must adhere to the qualifications required and provide NVSU a copy of their profile.

**AJG SECURITY AGENCY CORPORATION** shall not deploy guards with a license expiring within the contract period.

The Procuring Entity reserves the right to demand replacement of any of the agency's security personnel who may be found and considered by NVSU as undesirable, immediately upon receipt of the written request from NVSU;

**AJG SECURITY AGENCY CORPORATION** shall be fully responsible in the execution of the security measures and operations stipulated in this Contract in the assigned areas of responsibilities.

During University activities, all posted private security guards shall be deployed on full force for the duration of said activity on the expense of the **AJG SECURITY AGENCY CORPORATION** while the Procuring Entity shall only provide meals and snacks to posted private security guards.

**AJG SECURITY AGENCY CORPORATION** shall assume full responsibility for all losses or damages incurred to the materials and properties of the Procuring Entity which are turned over to the Security Guards on duty and within the premises which are attributable to the negligence, fault and laxity, act or misconduct by **AJG SECURITY AGENCY CORPORATION** and/or its assigned private security guards.

### 4. SECURITY SURVEY AND PERIODIC INSPECTION







**AJG SECURITY AGENCY CORPORATION** shall conduct security survey and inspection without any additional service charge or fees and recommend to the Procuring Entity such measures necessary to safeguard its premises, personnel, and properties. Similarly, **AJG SECURITY AGENCY CORPORATION** shall at its own expense make periodic and appropriate inspection to the private security guards assigned in the Procuring Entity premises and shall exercise discipline in accordance to applicable laws. The private security guards are in no way deemed considered employees of the Procuring Entity.

The Vice President for Planning Development and Information System (VP PDIS) of the Procuring Entity has the right to inspect the private security guards deployed by **AJG SECURITY AGENCY CORPORATION** to determine the quality and acceptability of the services rendered by them.

#### **5. OWNERSHIP AND TURN OVER OF SURVEILLANCE FOOTAGE AND SECURITY LOGBOOKS**

Ownership of surveillance footage, if any, and security logbooks shall belong to the Procuring Entity. Footage recorded by surveillance cameras shall be sorted securely while ensuring its confidentiality and integrity. Access to the area where the surveillance footage is stored shall be secured and restricted to authorized personnel only. **AJG SECURITY AGENCY CORPORATION** shall turn over surveillance footage, if any, and security logbook to the Vice President for Planning, Development and Information Systems at every end of the quarter and shall have access thereto only in the exigency of the service for the duration of the contract.

#### **6. CONTRACT PRICE/MODE OF PAYMENT**

For and in consideration of the services to be rendered by **AJG SECURITY AGENCY CORPORATION** to the Procuring Entity, the **Procuring Entity** shall, without need of demand, pay **AJG SECURITY AGENCY CORPORATION** the total amount of **EIGHT HUNDRED SEVENTY NINE THOUSAND ONE HUNDRED EIGHTY EIGHT AND 20/100 (P879,188.20)** for one (01) month; Gross monthly Voucher/claim of **EIGHT HUNDRED SEVENTY NINE THOUSAND ONE HUNDRED EIGHTY EIGHT AND 20/100 (P879,188.20)**, shall be processed on a monthly basis subject to usual accounting and auditing procedures. The rate of the security guards shall remain in full force and effect, subject however to such increases or adjustments as may hereafter be promulgated by law, decree or wage order.

Upon delivery of the services to the Project Site, **AJG SECURITY AGENCY CORPORATION** shall notify the NVSU and present the following documents to the NVSU within 15 working days after the end of the applicable month, as basis for the payment:

1. Original copies of the security agency's Billing Statement showing Service description, quantity and amount.
2. Certified copies of documents reflecting payment/remittances of SSS, Philhealth and Pag - IBIG benefits of the guards assigned to the NVSU.
3. Certified copy of the payroll showing acknowledgment of receipt by the guards of their salaries for the two (2) quincenas prior to current billing.
4. Monthly Accomplishment Report





**AJG SECURITY AGENCY CORPORATION** shall be entitled to an automatic adjustment of the stipulated contract price in the event that the minimum wage is increased or in the event that the additional benefits in favor of the security guard are granted by law, decree or wage order, promulgated subsequent to the execution of this agreement. Such adjustment shall be equivalent to the amount of increase in the minimum wage, or the amount of additional benefits or both as the case maybe. **AJG SECURITY AGENCY CORPORATION** shall fully and promptly remit to the SOCIAL SECURITY SYSTEM (SSS), PHILHEALTH, PAG-IBIG and State Insurance the premium contributions, including the employer's and employee's share. In the event that **AJG SECURITY AGENCY CORPORATION** could not provide the required number of security guards, a deduction to the compensation commensurate the salary of absent security personnel will be made.

#### 7. REPLACEMENT OF ANY GUARD

The Procuring Entity shall have the right to recommend any change or replacement of any or all security guards assigned.

#### 8. LIABILITY TO GUARDS AND THIRD PARTIES

There shall be no employee relationship between the Procuring Entity and the security guards. It is expressly understood and agreed that the security guard to be assigned by **AJG SECURITY AGENCY CORPORATION** to perform the service subject to this Agreement shall remain the personnel of **AJG SECURITY AGENCY CORPORATION** only. As such the **AJG SECURITY AGENCY CORPORATION** hereby warrants to fully and faithfully comply with all labor laws, rules and regulations pertaining to the employment of security guards which are now existing or which may hereafter be enacted, including but not limited to the Minimum Wage Law, the Social Security Act and Worker's Compensation Act, as amended. The NVSU shall not be responsible for any and all claims for personal injury or death caused to or any of the security guards or to any third party where such injury or death arises out of or the course of the performance of the guard's duties.

#### 9. LIABILITY OF SECURITY AGENCY TO THE NVSU

**AJG SECURITY AGENCY CORPORATION** shall exert effort to prevent injury to the NVSU's officers, employees, guest and visitors and shall assume full responsibility for the loss or damage to property that may be suffered by the Procuring Entity as a result of theft, pilferage, robbery and malicious mischief, PROVIDED that a proper inventory and turnover of properties is duly observed. However, **AJG SECURITY AGENCY CORPORATION** shall assume no responsibility where such loss is due to force majeure or fortuitous events, or to any of the following causes:

- a. Where the loss or damage occurred inside a closed and locked warehouse, office and/or building and there are no signs that the door windows or any part of the building, warehouse or office premises has been forcibly opened or tampered, except where it has been proven that the assigned guard was provided with a key thereto;
- b. Where the items lost or damaged were kept in open space or storage area and were not duly turned over to the **AJG SECURITY AGENCY CORPORATION** or





to any of the authorized representative for physical inventory and proper recording.

- c. Where the items issued to employees and the loss or damage occurred while the items were in the possession, care and safekeeping of the employees concerned outside of the office premises.
- d. Where such loss or damage was the result of any of the following: violence, tumultuous affray, acts of dissidence, war, insurrection, revolution, demonstration or rally; and
- e. Where the loss of pocketable items like money, jewelry or other valuables occurred because the NVSU did not expressly require and authorize the searching and frisking of all persons who enter or leave the NVSU's premises.

The Procuring Entity obliges itself to report in writing to **AJG SECURITY AGENCY CORPORATION** the existence of loss or damage within FORTY-EIGHT (48) HOURS of its occurrence or discovery, otherwise the Procuring Entity shall be considered to have waived its right to proceed against **AJG SECURITY AGENCY CORPORATION** by reason of such loss or damage. The Procuring Entity shall not deduct pending final determination of the responsibility of the agency any amount from the billing of the latter. However, if after investigation of the proper police authorities and **AJG SECURITY AGENCY CORPORATION** is found to be responsible, it shall pay the amount lost or damages suffered by the Procuring Entity. In any event, **AJG SECURITY AGENCY CORPORATION** shall not be liable for losses or damages arising from the acts of the security guards while performing duties upon the express instruction of the Procuring Entity other than those specified in this CONTRACT.

## 10. WARRANTY

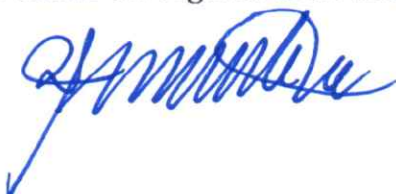
**AJG SECURITY AGENCY CORPORATION** warrants to comply with its obligations as employer of the Security Guards and hereby agrees to hold the Procuring Entity free from any liability from claims or actions which may be filed by the private security guards under this Contract or under the provisions of the Labor Code, and such other rules and regulations, Presidential Decrees and Executive Orders. **AJG SECURITY AGENCY CORPORATION** shall assume full responsibility for the payment of compensations: salaries, overtime pay, night shift differentials of the private security guards in the performance of security services to the NVSU pursuant to this Contract as well as other financial obligations with other agencies such as but not limited to SSS, HDMF, and PhilHealth.

## 11. DURATION OF THE CONTRACT

This Security Service of Contract shall be effective for the period of nine (9) months from August 1, 2024 to April 30, 2025 unless sooner terminated for violation of any of the stipulations provided herein, or on account of valid and just causes, in which case the contract shall be automatically considered without force and effect after fifteen (15) days from service of a Notice of Termination of Contract to the other contracting party.

## 12. TERMINATION OF THE CONTRACT

The relationship of **AJG SECURITY AGENCY CORPORATION** and the Procuring Entity is based on highest trust and confidence. The NVSU may pre-terminate this



Contract in instance of unfaithful implementation of the security services as herein set forth especially on non-compliance to the qualifications, uniform and equipment of the security guards; lapses or breach in the responsibilities of both **AJG SECURITY AGENCY CORPORATION** as an agency and its security guards; or for any unlawful and unjustifiable acts of **AJG SECURITY AGENCY CORPORATION** inimical to the interests of NVSU. Any failure of **AJG SECURITY AGENCY CORPORATION** to pay the amount of compensation due to the NVSU deployed security guards for a period of one (1) month shall be a basis for the Procuring Entity for the termination of the contract.

**IN WITNESS WHEREOF**, the parties hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 2024.


**NUEVA VIZCAYA STATE UNIVERSITY**

BY:

  
**WILFREDO A. DUMALE, JR.**  
Public Servant and University President

**AJG SECURITY AGENCY CORPORATION**

BY:

  
**ASHLEY MAE M. GADOR**  
President & Authorized Representative

**SIGNED IN THE PRESENCE OF:**

  
**ASHLEY A. GONZALES**

Director, Financial Management Services

  
**GERALD L. PEREZ**

Campus Administrator- Bambang Campus

  
**ARVIN P. VALLESTEROS**

Campus Administrator- Bayombong Campus

  
**CRISTINA R. SALVOSA**

Vice President for Administration & Finance

  
**CARLO F. VADIL**

Vice President for Planning Development & Information System

**Funds Available:**

  
**LIZA A. PARAGUAS-GONZAGA**

NVSU Accountant IV

877-08-909 P 4385,949



**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared:


Name	Competent id no.	Issued by
<b>WILFREDO A. DUMALE, JR.</b>	WAD - 0218	NVSU
<b>ASHLEY MAE M. GADOR</b>		

Who both proved to me on the basis of satisfactory and competent evidence of identity to be the same persons who executed the foregoing instruments, and acknowledged to me that the same is their true and voluntary act and deed, as well as the true and voluntary act and deed of the entity they present.

This instrument, consisting of fifteen (15) pages, including the page on which this acknowledgeable is written, has been signed on the left margin of each thereof by the parties and their witnesses.

**WITNESS MY HAND AND SEAL** on this \_\_\_ day of AUG 01 ~~2024~~ 2024 in Bayombong, Nueva Vizcaya Philippines.

Doc. No: 114 ;  
Page No.: 24 ;  
Book No.: XII ;  
Series of 2024

  
**ATTY. ADRIANNE MARIE P. DUMMANAO, CPA**  
Notary Public  
#98 National Road, District IV, Bayombong, Nueva Vizcaya  
Not. Com. No. 08-23, until December 31, 2025  
Roll Number: 75174, 07/22/2020  
IBP No. 328295, 12/14/2023, (for 2024)  
PTR No. 2817166, 11/24/2023, (for 2024) NV  
MCLE Com. No. VII-0011411