

## SECURITY SERVICES CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

This Security Service Agreement made and entered into by and between:

The **CEBU NORMAL UNIVERSITY**, a higher education institution duly organized and existing under the laws of the Philippines created by virtue of Republic Act 8688 or otherwise known as "The CNU Charter", with principal office address at Osmeña Blvd., Cebu City, and represented herein by its President, **DR. DANIEL A. ARIASO, SR.**, hereinafter referred to as "**CNU**",

-and-

**CAFÉ SECURITY & INVESTIGATION AGENCY INC.**, duly organized and existing under and by virtue of the laws of the Philippines, with office address at Café-Gonzales Bldg., N. Bacalso Ave., Talisay City, Cebu, represented by its President/General Manager, **MR. JUSTO S. CAFE**, hereinafter referred to as "**AGENCY**".

WITNESSETH: That

**WHEREAS**, **CNU** contemplates to engage the services of a private security services agency, for the purpose of preventing unauthorized persons from entering the premises, safeguarding and protecting the perimeter, buildings, vehicles, machineries, equipment, supplies, materials and other properties and such other offices and facilities of **CNU** as may be determined from time to time against theft, robbery, pilferage, sabotage and other unlawful acts including the protection of all personnel and its clients within the guarded premises.

**WHEREAS**, the **AGENCY** is engaged in the business of rendering private security services throughout the Philippines and is duly licensed as such by the Philippine National Police in accordance with Republic Act No. 5487 as amended, and has offered to provide **CNU** with Private Security Guards for the purpose above mentioned and the offer of the **AGENCY** has been accepted by **CNU**.

**NOW, THEREFORE**, for and in consideration of the premises and of the terms, conditions and stipulations hereunder set forth, the parties hereto have agreed and do hereby agree as follows:

### 1. SCOPE OF WORK

1.1. The **AGENCY** shall render provide well-groomed and mindful of proper hygiene security services at **Cebu Normal University** located at Osmeña Blvd., Cebu City and its external campuses situated in Balamban and Medellin, Cebu, respectively:

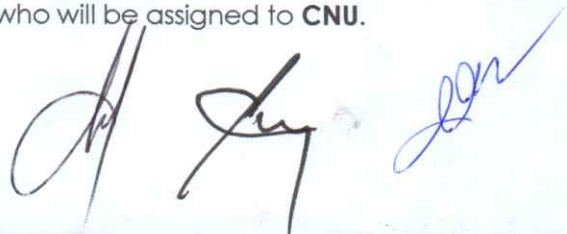
- a. TWENTY-TWO (22) (Class A) Security Guards for Day and Night shift for main Campus, Osmeña Blvd., Cebu City
- b. FIVE (5) (Class C) Security Guards for Day and Night shift for Medellin
- c. FIVE (5) (Class C) Security Guards for Day and Night shift for Balamban

The number shall decrease or increase at the discretion of **CNU** when the exigency of the service so requires or when the situation demands.

1.2. All security guards shall possess the qualification prescribed in Section 5 of Republic Act No. 5487 and Presidential Decree No. 11 dated October 3, 1972 and Presidential Decree 11-A dated January 1973 as well as the Implementing Rules and Regulations promulgated by the Philippine National Police.

1.3. The Security personnel shall work eight (8) hours a day, for six (6) days a week. There shall be three shifts of 8-hours work per day. In case of shortage of relievers, the guards shall cover temporarily the post of the absent guard provided that in the event of extension, the extension shall not extend beyond eight hours in a single tour of duty.

1.4. The **AGENCY** shall, prior to actual posting of guards, submit to **CNU** the Biodata, NBI Clearance, Medical Records, PNP License and Behavior Analysis Report (Neuro-Psychological Exam) of each guard who will be assigned to **CNU**.





- 1.5. **CNU** shall have the right to refuse any employment and/or substitution of any guard prior to the assignment or during his tour of duty.
- 1.6. The **AGENCY** shall provide **CNU** with qualified, bonded, uniformed and armed security guards and shall assign the corresponding number of security guards per area;
- 1.7. The **AGENCY** shall equip each detailed guard with uniform, licensed firearm, equipment and other paraphernalia for the use of the guards when actually on post as prescribed by pertinent laws and regulations;
- 1.8. To ensure that guard posts are always manned during the time required and observed, the **AGENCY** shall maintain and make available the guard relievers or replacements when the need arises, such as, in case of absence, but in case of shortage of relievers, the **AGENCY** shall have the option to extend the working hours of any guard provided that in the event of such extension, the total working hours of the guard shall not extend beyond eight (8) hours for any single tour of duty;
- 1.9. The **AGENCY** shall be responsible for compliance with RA 5487 as amended and shall be solely liable for any claim made by the guards assigned to the premises under the Labor Code of the Philippines, Social Security Law, various Presidential Decrees on Allowances and wage orders, all their implementing rules and regulations which are presently existing or which may hereafter be promulgated by governing authorities.

## 2. PERFORMANCE RESPONSIBILITIES

- 2.1. The **AGENCY** shall assign their guards post duties on rotation basis following their duty schemes to avoid familiarity and shall furnish **CNU** a monthly report of incidences and observations affecting campus security and all related matters.
- 2.2. The **AGENCY** shall assume full responsibility for any loss, damage, personal injury or death due to theft, robbery, pilferage, trespass, misconduct or connivance of the guards and other unlawful acts which **CNU**, its students, employees, patrons, and any other persons may suffer during watch hours of detailed security guards, provided that it shall have been established after due investigation that said loss, damage, personal injury, or death was principally due to the negligence or fault of the guard. The investigation shall be conducted by the committee constituted under paragraph B (7) and shall be completed within forty-eight (48) hours.
- 2.3. The **AGENCY** shall assume complete responsibility and liability for any loss or damage or injury to **CNU** properties, its students, employees, guest, third person and their properties which have been duly turned over and received by the **AGENCY**; or its authorized representative except in case of force majeure or fortuitous events or under following circumstances:
  - i. In case where the loss, damage occurs inside a closed office and/or building into which **AGENCY** or its agents have no access, the **AGENCY** shall not be liable except when it is shown that the door or any part of the building/facilities or office was forcibly opened and that such loss or damage is reported to the **AGENCY** within 24 hours from the discovery thereof.
  - ii. The **AGENCY** shall not be liable when the item(s) reported lost were small and can easily be hidden inside the pocket and where **CNU** had not expressly required and authorized the searching of all personnel and personnel vehicles and or any kind of visitor(s) of **CNU**, who enter and leave the establishments and premises.
- 2.4. The **AGENCY** agrees to hold **CNU**, its officers, directors, stockholders and employees, free and harmless from any accident, damage claims or suit of whatever nature that may be brought or filed by any of **CNU**'s students, employees, guests arising from the operation of the **AGENCY**'s security services. In the event that **CNU** is held liable for any such accidents, loss, claim or damage by court or administrative action or other proceeding, **AGENCY** shall reimburse **CNU** for such loss, claim or damage which **CNU** may be required to pay. This is in addition to such reasonable amount of attorney's fees and other costs and expenses incurred by **CNU** in defending itself.





- 2.5. The **AGENCY** guards are not employees of **CNU** and as such, **CNU** shall not be responsible for any claim for personal injury or damage including death caused to any of the guards or to any third party where such injury or death arises out of or sustained in the course of the performance of guard duties by said guards.
- 2.6. The **AGENCY** shall faithfully serve the interest of **CNU** in rendering services and shall not, during the period of this Agreement, or anytime thereafter, use or disclose to any unauthorized person, firm or entity, any information, derogatory or otherwise, concerning the business affairs of **CNU** or any other information which the members of the security force of the **AGENCY** may have acquired by reason of their assignment to **CNU**. Commission of dishonest acts perpetrated by the **AGENCY** personnel; directly against **CNU**, regardless of value, same shall be a ground for outright contract termination, forfeiture of appropriate bond and exclusion from joining future bidding.
- 2.7. In the event that **CNU**, its students, employees and/or guests suffers any loss, or damage to the property or in the event that any of **CNU**'s students, employees, guests or any other persons legitimately within **CNU**'s premises suffer physical injury or death, **CNU** shall inform the **AGENCY** thereof within forty-eight (48) hours from the happening of the incident. In case of loss or damage to property, the notice to the **AGENCY** shall include, whenever possible, an enumeration of the items lost or damaged, together with their corresponding values. **CNU** shall have the right to withhold or suspend payments due to the **AGENCY** and/or automatically deduct from any amount due to the **AGENCY** that value of such loss or damage without prejudice to the **CNU**'s right to seize the surety bond mentioned in paragraph 8 thereof, until the losses and/or damages suffered by **CNU** shall have been fully compensated.
- 2.8. In the event of controversy or disagreement between **CNU** and the **AGENCY** regarding liability for the loss, damage, physical injury or death referred to in the preceding paragraphs hereof, the parties shall constitute a Committee, which shall be composed of five (5) members. **CNU** and the **AGENCY** shall each appoint two (2) members and an independent party/person who shall act as Chairperson. The decision of the committee shall be binding upon the parties, unless, within a period of thirty (30) days from receipt of the decision, a party shall institute the proper legal proceeding relating to the dispute.
- 2.9. To guarantee the faithful execution of the **AGENCY**'s obligation under this Agreement, and the proper performance of the duties by its security guards, the **AGENCY** agrees to provide surety bond to be obtained from a surety company acceptable to **CNU**.

### 3. CONSIDERATION





- 3.1. In consideration of the Services, **CNU** agrees to pay the **AGENCY** the billing rates as provided in the monthly statement of account within five (5) days after the submission of the Statement of Account by the **AGENCY**. The rates quoted include the government mandatory contribution and Administrative Service Fee of 10% plus 12% Value Added Tax (VAT). -

The contract rate per security personnel shall be as follows:

June to December 2024

- A. Class A Day Shift – Twenty-Four Thousand Sixty-Three Pesos and Thirty-Eight Centavos (Php 24,063.38)
- B. Class A Night Shift – Twenty-Five Thousand Nine Hundred Forty-Eight Pesos and Ninety-Five Centavos (Php 25,948.95)
- C. Class C Day Shift – Twenty-One Thousand Six Hundred Eighty-Four Pesos and Ninety-Four Centavos (Php 21,684.94)
- D. Class C Night Shift – Twenty-Three Thousand Three Hundred Seventy-Seven Pesos and Twelve Centavos (Php 23,377.12)

In the event of increase in the minimum wage, wage related benefits, mandatory government premium contributions, and tax rates, the parties execute an amendment of the contract agreement without the need for further approval from the Board of Regents of the University.





3.2. The **AGENCY** shall likewise pay their guards in cash at rate stipulated at **Café Security & Investigation Agency Inc.**, Talisay South Central Square, Lawaan III, Talisay City, Cebu premises not later than 25<sup>th</sup> day following the services rendered from 1-15 of the month and not later than 10<sup>th</sup> day of the succeeding month for services rendered from the 16<sup>th</sup> to end of the month. Training and other activities relevant to the guards shall likewise be held at the said premises. Ammunitions spent for legitimate warning shots and expenses for repair of **AGENCY**'s equipment due to fair wear and tear without the contributory fault or negligence of the guard shall be at the account of the **AGENCY**.

#### 4. SUPERVISION AND ADMINISTRATION

- 4.1. The guards and the **AGENCY** are in no sense employees of **CNU**. There is **NO EMPLOYER-EMPLOYEE RELATIONSHIP** between the Parties. **CNU** shall not be responsible for any of the guards or to any third person where such damage, injury or death arises of said guards. Neither shall **CNU** be liable or responsible for any claim of the guards under labor laws and social legislation.
- 4.2. Security guards shall be hired by the **AGENCY** itself and this Contract shall not be deemed in any way to constitute a contract of employment between **CNU** and any of the security guards hired by the **AGENCY** but merely as contract specifying the conditions under which the security guards of the **AGENCY** shall render services to **CNU**.
- 4.3. The discipline and administration of the guards shall conform to RA 5487 and its implementing rules and regulations. Upon loss of confidence and without liability whatsoever on the part of **CNU**, any of the guards provided by the **AGENCY** may be changed immediately upon written request to that effect by **CNU** to the **AGENCY**.
- 4.4. **CNU** shall have the right to assign a Security Officer as overall supervisor over **AGENCY**'s guards at any time in order to determine the quality and acceptability of the service being performed by the guards and quality and acceptability of the service being performed by the guards and to give policy instructions through designated **AGENCY**'s representative on the proper safeguarding and protection of persons, places and things covered by this Agreement.
- 4.5. The **AGENCY** shall provide a head guard, at no cost to **CNU**, to act as the **AGENCY**'s liaison in order to address the concerns of the agency personnel assigned to **CNU**.
- 4.6. For ready reference, the **AGENCY** shall provide **CNU** copies of unexpired license such as **AGENCY** license, firearms license, individual security guards license and any related licenses as far as security contracting is concerned.
- 4.7. **CNU** agrees to notify the **AGENCY** of any deficiency in the performance of guard's duties. The **AGENCY** shall take appropriate steps to correct the defects.

5. **CONFIDENTIALITY AND NON-DISCLOSURE.** The Parties agree to keep confidential information and will not use for its own purpose, or without the prior written consent of the other party, disclose to any third party any information relating to the details of this Contract unless such information is required by law to be disclosed or is in the public domain other than as a result of a breach of this Section. Both parties shall agree to abide by the Data Privacy Act of 2012.

These confidentiality provisions shall apply to all confidential information exchanged between both Parties, including any exchanges occurring during preliminary discussions and negotiations. The confidentiality obligation of the Parties shall survive the termination or expiry of this Contract.

#### 6. OTHER CONDITIONS.

- 6.1. The terms and conditions herein set forth shall be deemed modified by the applicable provisions of any subsequent law or decree, specifically with reference to an increase in the minimum wage and the grant of statutory occupational benefits to the workers by the Government.




- 6.2. Venue of Actions - In the event of a suit arising from this contract, the parties hereto agree that the venue of the action shall be in the Courts of Cebu City.
- 6.3. Entirety - All appendages hereto attached are hereby expressly made an integral part of this Agreement by reference.
- 6.4. Severability - If any provision of this Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.

## 7. CONTRACT DURATION

- 7.1. This contract shall be effective beginning **June 1, 2024 to December 31, 2024**. In the absence of formal renewal upon expiration of the term of this contract, the same is deemed to remain enforceable on a month to month basis subject to termination upon thirty (30) days prior written notice by one party to the other.
- 7.2. Notwithstanding the provisions of the preceding paragraph, **CNU** may terminate this contract at its sole discretion upon thirty (30) days prior written notice to the **AGENCY**.
- 7.3. To ensure continuity of service and avoid any interruption of service during the pendency and completion of the procurement process, this Contract may be extended upon its expiration subject to the same terms and conditions, after **CNU** makes a written notice of its extension to continue the Contract without the need for further approval from the Board of Regents of **CNU**.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this 05 day July 2024  
\_\_\_\_\_ 2024, Talibay City, Cebu Philippines.

**CEBU NORMAL UNIVERSITY**

  
**DR. DANIEL A. ARIASO, SR.**  
University President  
Signed by virtue of Board  
Resolution No. 76 s. 2024

**CAFE SECURITY & INVESTIGATION AGENCY INC.**

  
**MR. JUSTO S. CAFE**  
President/General Manager

SIGNED IN THE PRESENCE OF:

  
MICHAEL E. BAUSTA



**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Talisay ) S.S.

BEFORE ME, a Notary Public and in for the above jurisdiction on this 05 JUL 2024  
\_\_\_\_\_, personally appeared:


NAME	GOVERNMENT ISSUED ID
DR. DANIEL A. ARIASO, SR.	
MR. JUSTO S. CAFÉ	

known to me and to me known to be the same persons who executed the foregoing instrument they acknowledged before as their free and voluntary act and deed.

This Contract Agreement, which consists of five (5) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date and at the place first above-written.

Doc. No. 47 ;  
Page No. 11 ;  
Book No. 62 ;  
Series of 2024.

  
**ATTY. JAIME O. GONZALES, MPA, JD.**  
Notary Public - Talisay City, Cebu  
Notarial Commission No. 2020-02 until December 31, 2024  
3F, Cafe - Gonzales Bldg., N. Bacalso Ave.,  
Bulacao, Talisay City, Cebu  
PTR No. 4653246 - -/13/2024 - Talisay City  
IBP Lifetime No. 1059163 - 01/09/17 - Cebu City  
Roll No. 59948  
MCLE Compliance No. VII-000596