

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

AGREEMENT FOR SECURITY GUARD SERVICES

This AGREEMENT for security guard services is made, entered into this 1st day of May, A.D. 2023, by and between its Director General Dewitt B. vonBallmoos, Director General of National Social Security and Welfare Corporation (NASSCORP), a Public Corporation duly organized and existing under the laws of Liberia and the Security Expert Guard Agency of Liberia (SEGAL), a registered, licensed private security institution operating under the laws of the Republic of Liberia with offices on 10th Street Sinkor (Beach Side) represented by its General Manager and Chief Executive Officer (CEO), Mr. Momo T. Cyrus, also of the City, County, and Republic aforesaid, hereinafter known and referred to as the Agency; both together and collectively hereinafter referred to as the PARTIES; hereby;

WITNESSETH

Whereas, the CLIENT desires to employ and retain the services of the AGENCY to protect and defend the property (ies) and facilities against theft and any kind of unauthorized interference; and Whereas, the AGENCY represents that it is a professionally qualified organization, organized and existing under the Laws of the Republic of Liberia and possesses the technical skills and organizational capacity to provide the security apparatus of the Republic of Liberia;

Now therefore, the PARTIES have discussed, negotiated and mutually agreed as follows:

1. The CLIENT hereby contracts, hires, employs and retains the services of the AGENCY, and the AGENCY hereby accepts to provide the requisite security protection as requested by CLIENT according to the Laws of Liberia.
2. Technical Specification Schedule specified in this contract), mentioned in the Contract Package No. IFB NO. NASSCORP/SBA/NCB/001/2023 (Lots 2, & 4) for the period May1, 2023 up to and including December 31, 2023 Standard bidding documents (security) attached.
3. In performing the services required hereunder, the AGENCY shall assign SEVENTY-SIX (76) Security Guards to the primary premises and adjoining building of the CLIENT on the following schedules (24hrs.), 1st shift (7:00a.m. – 3:00p.m.), 2nd shift (3:00p.m. – 11:00p.m.); 3rd shift (11:00p.m. – 7:00a.m.) basis, eight hours per shift respectively.

The Fifty-Six (56) security guards will be assigned as follows:

Quantity	Description (Site)	Monthly Rate (US\$)	Amount (US\$)
Lot IV 23 Guards	NASCORP NEW HQ OFFICE COMPLEX at 24 th Street, Montserrado County	US\$250.00	US\$5,750.00
Lot III 43 Guards	Residences of DG (Hotel Africa), DDG (Robertsfield Highway), CFO @ 16 th Street, Sinkor and COMPTROLLER @ Keibah (Bardnersville), the and Investment Development Specialist (IDS) all Montserrado County	US\$250.00	US\$10,750.00
Additional 3 Guards	Additional Personnel for 12 Hours	US\$350.00	US\$1,050.00
Parking lot overflow 7 Guards		US\$250.00	US\$1,750.00
MONTHLY TOTAL			US\$19,300.00

The AGENCY shall provide its security guards assigned at CLIENT's offices at NASCORP NEW HQ OFFICE COMPLEX at 24th Street, Montserrado County, and the residences of DG (Hotel Africa), DDG (Robertsfield Highway), CFO @ 16th Street, Sinkor and COMPTROLLER @ Keibah (Bardnersville), the and Investment Development Specialist (IDS) all Montserrado County, and/or with distinct uniforms, accessories and communications. Additionally, the AGENCY shall provide periodic mobile and foot patrols for sustainable security of the premises/facilities.

1. The CLIENT shall be provided with regular written notification of the assignment or replacement of security guards on its premises.
2. The PARTIES mutually agreed that the CLIENT shall have the rights to, at any time during the life of this Agreement, call for and/or request the immediate replacement of any assigned guard or guards for cause.
3. The AGENCY shall assign additional two (2) security guards on its expense as relief guard which shall surmise to the aggregate of Twenty-One (21) Security Guards assigned to the premises of the CLIENT.
4. The PARTIES have together inspected the facilities and property (ies); AGENCY hereby reiterates its representation aforesaid to the effect that it has the skills and organizational capacity to secure the property (ies) and facilities against theft and any other kind of unauthorized interference. Accordingly, any loss or unauthorized interference with the property(ies) or facilities for which the services of the AGENCY have been contracted, employed, hired, and retained, except for acts of God, war, civil commotion, and negligence on the part of the AGENCY or Agent(s) shall be the responsibility of the AGENCY which under takes to indemnify and save the CLIENT harmless against any loss, damage or destruction of its property(ies) or facilities occasionally by theft or unauthorized interference by third parties.
5. In order to offset the CLIENT's liability in the event of any loss of its property (ies) or facilities occasioned by any of the events enumerated in Paragraph Seven (7) above, the CLIENT shall, as a matter of first instance, have the rights to automatically deduct the value of the loss, damage or destroyed property (ies) or facilities from any and all payments due the CLIENT under this AGREEMENT from time to time and in such amounts until full recovery is made. This undertaking of the AGENCY shall be satisfied if in the event of a theft or loss of any property (ies), the same is recovered in good condition or is replaced by the AGENCY.
6. That for and in consideration of the security guard services herein agreed and undertaken to be provided by the AGENCY, the CLIENT hereby agrees and undertakes to pay, and the AGENCY agrees to accept compensation as follows:
 - i) That the PARTIES hereto agreed that the CLIENT shall pay the monthly payment as indicated herein above on time; and any possible delay shall be communicated with the AGENCY in advance of the due date; in case of unusual delay for three days or more, the CLIENT shall pay a surcharge of between 2- 10% of the amount in arrears.
 - ii) Reported incidents will be investigated and final report to be submitted to the CLIENT within 72 hours.
- a. The AGENCY shall furnish the CLIENT monthly periodic reports on its evaluation of activities affecting the protective services of the CLIENT properties
- b. The PARTIES mutually agreed that this AGREEMENT for security services may be terminated by either party by giving the other party at least one-month notice of its intention to do so.
- c. It is mutually understood by and between the PARTIES hereto that the AGENCY is an independent contractor and not an employee of the CLIENT. Accordingly, the AGENCY shall be solely responsible for, and shall therefore pay the remuneration and other benefits of all those in its employ, especially the security guards who shall be assigned to the premises pursuant to this AGREEMENT.
- d. The duration of this contract shall be for **Eight (8) Calendar months beginning May 1, 2023 up to and including December 31, 2023** but renewable upon the expression or written extension of this agreement by both parties.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES TO PLACE THEIR HANDS AND AFFIX THEIR SIGNATURES ON THE DAY AND DATE FIRST ABOVE WRITTEN TO AVAIL WHEREVER, WHENEVER AND TO WHOMEVER THESE PRESENTS SHALL COME.

National Social Security & Welfare Corporation


WITNESS

By: 

Dewitt B. vonBallmoos
DIRECTOR GENERAL

Security Expert Guard Agency of Liberia
(SEGAL)


WITNESS

By: 

Momo T. Cyrus
GENERAL MANAGER/CEO

