

CONTRACT OF AGREEMENT

This AGREEMENT made this 29th day of January 2024 between:

The **AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER 8**, a government agency under the Department of Agriculture, with its office located at the VSU, Baybay City, Leyte represented by its Agricultural Training Institute Director, **REMELYN R. RECOTER, MNSA, CESO III**, hereinafter referred to as the **ENTITY**;




-and-

The **VISION SECURITY SERVICES, INC.** is a cooperative duly registered and existing in accordance with the laws of the Republic of the Philippines, with business address at Poticano Compound, Maharlika Highway, Brgy. 95, Caibaan, Tacloban City, 6500, represented by its General Manager, **COL. RICARDO G. VALUIS, JR., PA(Ret.)**, hereinafter referred to as the **SUPPLIER**;

WHEREAS, the ENTITY invites Bids for the **Security Services for ATI-RTC 8 & 4-H Learning Hub for the Period of February 1, 2024 – January 31, 2025/ Identification No. ATI-RTC8-ITB-2023-006**, and has accepted a Bid by the Supplier in the sum of **One Million One Hundred Ninety-One Thousand Four Hundred Sixty-Eight Pesos & 60/100 only (Php 1,191,468.60)** (hereinafter called "The Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOW:

- [1.] In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
 - [2.] The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement to be notarized, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - ii. Schedule of Requirements;
 - iii. Technical Specifications;
 - iv. General and Special Conditions of Contract;
 - v. Performance Security; and
 - vi. the Entity's Notice of Award.
 - [3.] Winning bidder's bid , including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- Bid forms, including all the documents/statements contained in the Bidders bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- [3.] In consideration for the sum of **One Million One Hundred Ninety-One Thousand Four Hundred Sixty-Eight Pesos & 60/100 only (Php 1,191,468.60)** or such other sums as may be ascertained, **VISION SECURITY SERVICES, INC.** agrees to perform the provisions of security services in accordance with his/her/its Bid.
 - [4.] Failure on the part of the **SERVICE PROVIDER** to deliver the services, and all parts thereof as embodied in Section 2 of this Contract or perform the services in accordance with this contract shall warrant forfeiture of performance security, imposition of liquidated damages, and termination of contract as provided for under the R.A 9184 and its revised IRR and the Guidelines of Contract Termination without prejudice to all other applicable sanctions.

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[5.] DATA PRIVACY. All information whether personal or sensitive that will come to the knowledge of the parties, its employees, personnel, and staff as a result of this Agreement or by any other means to deemed confidential and shall be observed and protected at all times in accordance with Data Privacy Act. All of these matters are classified as confidential in nature and proprietary to ATI-RTC 8 and Trainee hereby cannot, appropriate to his/her own, use, copy, or transfer and undertake to prevent the transfer of such information by any means to any party outside of ATI-RTC 8 without the knowledge written consent of ATI-RTC 8. Any personal and/or sensitive information breach shall be communicated immediately to ATI-RTC 8 for appropriate actions within 48 hours of the knowledge or occurrence of the breach. Each party, its employees, personnel, and staff understand that any breach violation of any provision of the Data Privacy Act, shall make him/her liable criminally, administratively, and civilly.

[6.] The ATI-RTC 8 agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

AGRICULTURAL TRAINING INSTITUTE-
REGIONAL TRAINING CENTER 8

By:


REMELYN R. KEOCUER, MNSA, CESO III
Director IV

VISION SECURITY SERVICES, INC.

By:


COL. RICARDO G. VALUIS, JR., PA(Ret.)
General Manager

SIGNED IN THE PRESENCE OF:


HAZEL GRACE T. TAGANAS
Center Director


MELINDA H. PETALCORIN
BAC Chairman

FUNDS AVAILABILITY:


MICHAEL P. BUZON
Admin Officer IV

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S
CITY OF BAYBAY)

BEFORE ME, this 29 JAN 2024 2024 at TACLOBAN CITY
day of

personally appeared:

Name

Comm. Tax Cert.

Date/ Place Issued

REMELYN R. RECOTER, MNSA, CESO III

COL. RICARDO G. VALUIS, JR., PA(Ret.) 133 476 675

14/2024 Tunga, Leyte

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed.

This instrument consisting of three (3) pages including this acknowledgment has been signed on each page by the parties and their witnesses and sealed with my notarial seal.

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



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Series of 2024

ALFREDO C. VERONA
Notary Public until Dec. 31, 2024
For and within the territorial jurisdiction of the
Regional Trial Court of Tacloban City, Leyte
NC No. 2023-01-48 - Roll No. 23154
IBP No. 249547 (01/10/2023) - Leyte
PTR No. 8329739 (01/04/2023) - Tac. City
MCLE Compl. VIJ-0005078
2/F Melecio Tan Bldg. cor. P. Zamora &
P. Salazar Sts., Tacloban City

[Handwritten signatures and initials]