

**CONTRACT AGREEMENT FOR SECURITY SERVICES  
FOR THE PERIOD OF JANUARY TO DECEMBER 2024**

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS CONTRACT AGREEMENT FOR SECURITY SERVICES FOR THE PERIOD OF JANUARY TO DECEMBER 2024** for the Bureau of Fisheries and Aquatic Resources (BFAR) Regional Office 8 made and entered into this 1<sup>st</sup> day of January 2024, at BFAR Regional Office 8, Marasbaras, Tacloban City, Leyte, Philippines, by and between

The **VISION SECURITY SERVICES, INC. (VSSI)**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Poticano Compound, Maharlika Highway, Brgy. 85 Caibaan, Tacloban City, represented in this transaction by its General Manager, **COL. RICARDO G. VALUIS, JR. PA (Ret.)**, herein referred to as the "**AGENCY**";

and

**BUREAU OF FISHERIES AND AQUATIC RESOURCES (BFAR), REGIONAL OFFICE 8**, a government agency attached to the Department of Agriculture created by virtue of laws of the Republic of the Philippines, with regional office address at Marasbaras, Tacloban City, Leyte, represented in this Agreement by the Regional Director, **DR. HANNIBAL M. CHAVEZ** hereinafter referred to as the "**ENTITY**".


**ENTITY** and **AGENCY** are collectively called "**PARTIES**"

**WITNESSETH:**

**WHEREAS**, the **ENTITY** needs protection of its staff and premises against damage or loss, or any other unlawful and destructive acts to support its operation;

**WHEREAS**, the **ENTITY** desires to acquire a reputable supplier, which will provide eleven (11) efficient security personnel, who are physically and mentally fit;

**WHEREAS**, there is no employer-employee relationship between the Entity and the Security Guards whom the Agency may assign to perform Security Services;

 **WHEREAS**, the **ENTITY** intends to apply the sum of Two Million Six Hundred Eighty-Eight Thousand Pesos Only (Php 2,688,000.00) being the Approved Budget for the Contract for Security Services to Procurement of Security Services to be assigned at BFAR Regional Office 8, Marasbaras, CRM Center-Diit, Stations and Provincial Fishery Offices for the period of January to December 2024;

**WHEREAS**, the **ENTITY** advertised the Invitation to Bid for the above procurement project on its website, PhilGeps and any Conspicuous Place reserved for this purpose;

**WHEREAS**, responding to the Invitation to Bid, one prospective bidder signified their interest to participate in the said bidding process by purchasing bidding documents, particularly **VISION SECURITY SERVICES, INC.**

**WHEREAS**, on November 13, 2023, 9:00 AM the **Entity** conducted a public bidding at BFAR 8 2<sup>nd</sup> Flr. Marasbaras, Tacloban City.

**WHEREAS**, the **AGENCY** passed the post-qualification pursuant to Section 34, Rule X of IRR; and had been found to be the Single Calculated Responsive Bid pursuant to Section 34.4 of the revised IRR of RA 9184;

**WHEREAS**, the recommendation to award the contract in favor of the **AGENCY** through BAC Resolution No. BL-2024-001 dated on January 02 2024 had been elevated by the BAC to the HoPE for approval;

**WHEREAS**, the HoPE approved the award of contract to the **AGENCY** in the amount of **Two Million, Five Hundred Twenty- Seven Thousand, Nine Hundred Twenty- Four Pesos and Sixty- Eight Centavos Only (Php 2,527,924.68).**

**NOW THEREFORE**, for and in consideration of the foregoing premises and on the mutual covenants and stipulations herein set forth, the **PARTIES** hereby agree, as follows:

1. The following documents shall be deemed to form and be read as part of this Contract, viz:
  - a. Invitation to Bid
  - b. Instruction to Bidders
  - c. The General Conditions of the Contract
  - d. The Special Conditions of the Contract
  - e. The Schedule of Requirements
  - f. The Technical Specifications
  - g. Bid form, including all the documents contained in the Bidder's bidding envelopes, as Annexes;
  - h. Eligibility requirements, documents and/or statements;
  - i. Notice of Award of Contract and the Bidder's Conforme thereto; and
  - j. Performance Security
2. In consideration of the payments to be made by the Entity, the Agency hereby covenants with the Entity to provide the security services in conformity in all respects with the provision of this Contract.
3. The **Entity** hereby covenants to pay the Agency in consideration of the provisions of the security services the Contract Price of **Two Million, Five Hundred Twenty- Seven Thousand, Nine Hundred Twenty- Four Pesos and Sixty- Eight Centavos Only (Php 2,527,924.68)** for the period of **January to December 2024**;
4. The **Agency** shall be solely liable and answerable for claims, if any, that maybe made by the guards in connection with the Labor Code and other laws herein now being enforced;
5. The **Entity** shall not be responsible for any accident, mishap or injury of any kind or nature sustained or caused by any of the guards so furnished to the Entity including death resulting therefrom;\



6. Should there be any change of the Eleven (11) security guards pledged by the Agency to perform security services, the same may be allowed provided that a three (3) day prior notice is made to the Entity and provided further that the new security guard/s complies with the minimum qualifications as described in the Technical Specifications;
7. This contract shall take effect on January 1, 2024 and shall continue in full force and effect until December 31, 2024 unless otherwise terminated in writing by either party for cause in accordance with the General and Special Conditions of the Contract.

**DUTIES AND RESPONSIBILITIES OF THE AGENCY'S SECURITY GUARDS:**

1. The Security Guard on duty shall keep and maintain peace and order, safeguard fishpond and fish species stocked therein, the building, vehicles, machineries equipment, and government properties, supplies and materials stored or kept belonging to or under the custody of the BFAR Regional Office 8, PFO's and its stations.
2. The security guard on duty shall monitor entrance and departure of employees, visitors, and other person to guard against theft and maintain security of the premises.
3. The Security Guard on duty shall follow office orders regarding safety and security protocols.
4. All guards on duty should be in proper and complete uniform.
5. All guards should refrain from fraternizing or engaging in unofficial and personal discussion with any BFAR 8 employees or visitors. They shall be prohibited from entertaining personal visitors and from using BFAR 8 premises as sleeping quarters.
6. The one (1) security guard on duty @ CRMC Diit, shall be assigned at the front and conduct inspection and detect unusual event or occurrence in order to assure unlawful trespassers.
7. Guards should refrain from using any telephone of the office for personal use except for emergency purposes which should not last more than 3 minutes.
8. That the guards shall refrain from using their cellular phones during their duty unless it is an EMERGENCY.
9. The security guards shall likewise refrain from using any of the equipment of BFAR 8 such as electric fans, computers, photocopier, and television unless authorized by the ESTABLISHMENT. Any violation of this condition will be a sufficient ground for the relief of the concerned security guard.
10. The security guards on duty must turn-over during such hours to the subsequent security guard or BFAR 8 Personnel by conducting physical inspection of all buildings and major equipment to be accomplished by going from one room to another, by going through the building and its premises. Observation made during this physical inspection and turn-over shall be entered in a logbook and the security guard should affix their signatures below the report. The logbook shall be ready for an inspection by BFAR 8 at any time. And BFAR 8 shall notify or inform the guard on duty the expected deliveries of equipment or materials and other items that the office expected to receive on certain time, by giving him a list of said items.
11. The security guards shall submit a monthly report to BFAR 8 a week after the end of each month indicating therein the information which BFAR 8 may require to be reported:
  - ☐ Record of all equipment, supplies and materials received/delivered
  - ☐ Record of all equipment, supplies and materials released by the office or borrowed by BFAR 8 personnel.



IN WITNESS WHEREOF, the PARTIES hereto have caused this instrument to be signed by their duly authorized representative at the place and on the date first above written.

VISION SECURITY SERVICES, INC.

BUREAU OF FISHERIES AND AQUATIC  
RESOURCES RO8

By

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

By

DR. HANNIBAL M. CHAVEZ  
Regional Director

SIGNED IN THE PRESENCE OF:

MICHAEL P. SAMARITANO  
VICE OPERATIONS OFFICER

JENNIFER C. COMA

CERTIFIED FUNDS AVAILABLE

KARLEEN R. DESTURA  
Chief Admin. Officer/  
OIC-Budget Officer

MARICEL P. DACUITAL  
OIC, Accounting Section

### ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the CITY OF TACLOBAN of \_\_\_\_\_, personally appeared COL. RICARDO G. VALUIS, JR. PA (Ret) with Identification No. 601-80-024402 issued on JUNE 22, 2022 at TACLOBAN CITY and DR. HANNIBAL M. CHAVEZ with PRC ID No. 0000396 issued on \_\_\_\_\_ at \_\_\_\_\_, both known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledgment to me the same is their free act and deed.

This instrument consists of four (4) pages including this page wherein the acknowledgement is written and duly signed by the herein parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this JAN 05 2024 at \_\_\_\_\_, Philippines.

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ATTY. EVANGELINE L. ESPENIL  
NOTARY PUBLIC

MC No. 2023-01-63/UNTIL DEC. 31/2024  
3RD FLR., ESPERAS BLDG., REAL ST., TAC. CITY  
ROLL OF ATTORNEY'S NO. 35325  
REP. CERTIFIED NO. 00902/10/21/CHARTER  
P.T.R. NO. 8975593/1-3-2024/TAC. CITY



Department of Agriculture  
Project Reference Number: R8 24-01-0004  
Name of the Project: Procurement of Security Services to be assigned at BFAR regional Office-  
Marasbaras, CRM Center-Diit, Stations and Provincial Fishery Offices for the Period of January to  
December 2024  
Location of the Project: BFAR RO8

Standard Form Number: SF-GOOD-49  
Revised on: May 24 2004

**Republic of the Philippines**  
**Department of Agriculture**  
Bureau of Fisheries and Aquatic Resources  
Regional Office 8  
Tacloban City  
*bfar\_region8@yahoo.com*

**Notice of Award**

January 02, 2024

**RICARDO G. VALUIS, JR.**  
Colonel PA (Ret.)  
General Manager  
VISION SECURITY SERVICES, INC.  
Poticano Compound, Maharlika Highway, Brgy. 95,  
Caibaan, Tacloban City  
Tel. # 321-3917; Fax # 321-2965

Dear Sir:

We are happy to notify you that your Bid dated **November 13, 2023** for the **"PROCUREMENT OF SECURITY SERVICES TO BE ASSIGNED AT BFAR REGIONAL OFFICE-MARASBARAS, CRM CENTER-DIIT, STATIONS AND PROVINCIAL FISHERY OFFICES FOR THE PERIOD JANUARY- DECEMBER 2024"** for the Contract Price of equivalent to **Two Million Five Hundred Twenty-Seven Thousand Nine Hundred Twenty- Four Pesos and 68/100 Only (Php 2,527,924.68)** as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

  
**DR. HANNIBAL M. CHAVEZ**  
Regional Director

Conformed:

  
**RICARDO G. VALUIS JR.**  
(Name of Representative of Bidder)  
(Name of Bidder)

Date: 3 January 2024

*The Head of the Procuring Entity, through the Procurement Unit/Office, immediately upon approval of the recommendation for award, shall issue the Notice of Award to the bidder with the LCRB.*

Department of Agriculture  
Project Reference Number: R8 24-01-0004  
Name of the Project: Procurement of Security Services to be assigned at BFAR regional Office-Marasbaras, CRM  
Center-Diit, Stations and Provincial Fishery Offices for the Period of January to December 2024  
Location of the Project: BFAR RO8

Standard Form Number: SF-GOOD-56  
Revised on: May 24, 2004

**Republic of the Philippines**  
**Department of Agriculture**  
Bureau of Fisheries and Aquatic Resources  
Regional Office 8  
Tacloban City  
bfar\_region8@yahoo.com

**NOTICE TO PROCEED**

January 08, 2024

**RICARDO G. VALUIS, JR.**

Colonel PA (Ret.)  
General Manager  
VISION SECURITY SERVICES, INC.  
Poticano Compound, Maharlika Highway, Brgy. 95,  
Caibaan, Tacloban City  
Tel.No. (053) 321 3917// Email add. : visionsec82@yahoo.com

Dear Sir:

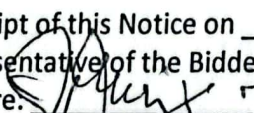
The attached Contract Agreement having been approved, notice is hereby given to **VISION SECURITY SERVICES, INC.** that work may commence on the "**PROCUREMENT OF SECURITY SERVICES TO BE ASSIGNED AT BFAR REGIONAL OFFICE- MARASBARAS, CRM CENTER-DIIT, STATIONS AND PROVINCIAL FISHERY OFFICES FOR THE PERIOD JANUARY TO DECEMBER 2024**" effective on this date 1/01/2024. The delivery period is 1 year after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the BFAR RO8.

Very truly yours,

  
**DR. HANNIBAL M. CHAVEZ**  
Regional Director

I acknowledge receipt of this Notice on 1/08/24  
Name of the Representative of the Bidder: RICARDO G. VALUIS JR.  
Authorized Signature: 

*The Head of the Procuring Entity or his duly authorized representative shall issue the Notice to proceed within seven (7) calendar days from the date of the approval of the contract.*