

## CONTRACT OF SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

**CITY GOVERNMENT OF ORMOC**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at New Ormoc City Hall, Anubing St., Cogon, Ormoc City, represented herein by the Honorable City Mayor **LUCY TORRES GOMEZ**, herein referred to as the "**FIRST PARTY**";

### AND

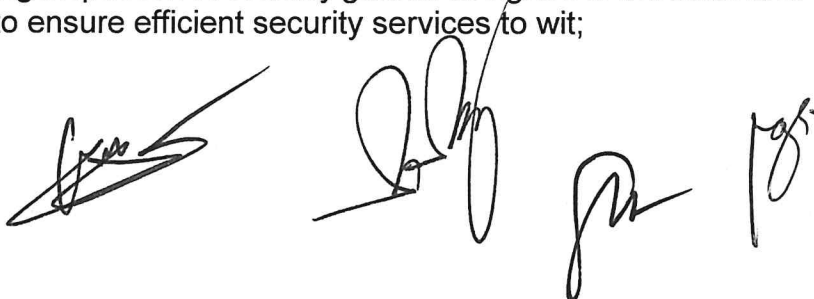
The **VISION SECURITY SERVICES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines and registered with the Securities and Exchange Commission, with office address adjacent to Poticano Compound, Brgy. 95 Caibaan, Maharlika Highway, Tacloban City, represented herein by its Authorized Representative **RONALDO VER R. VALUIS**, herein referred to as the "**SECOND PARTY**";

### WITNESSETH THAT:

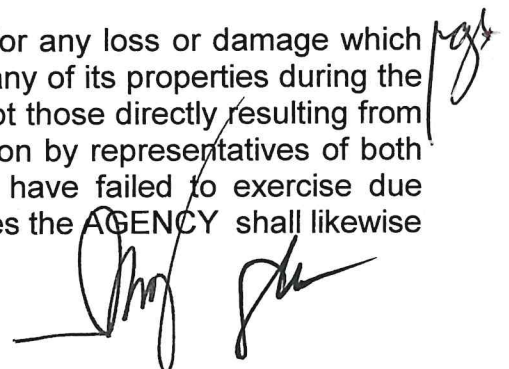
**WHEREAS**, the First Party is concerned with the safety and security of its personnel and properties and other interests at the **Ormoc City Tourism Office, Ormoc City** and needs to protect it from losses and damages arising from arson, theft, pilferage and other unlawful acts and that the AGENCY had offered to guard and protect the same;

**NOW THEREFORE**, for and in consideration of the above-mentioned premises under the terms and conditions herein set forth, the parties do hereby agree on the following, That:

1. That the SECOND PARTY shall provide the FIRST PARTY with guards who are mentally and physically fit to perform security and surveillance services at the above-mentioned address;
2. The SECOND PARTY shall assign only those guards who are licensed, of good moral character, and without previous criminal records;
3. The SECOND PARTY, at its own expenses, deploys a regular inspector twice a week to the FIRST PARTY's office to check and monitor the performance of detailed guards. The inspector shall, after the conduct of his inspection, report to the FIRST PARTY's Administrative Officer or his authorized representative;
4. The SECOND PARTY shall be solely and exclusively responsible to its security guards for their compensations, claims and other benefits including the cost of living allowances and salary increase due them under the law and shall furnish the FIRST PARTY with names, addresses and other personal information of the security guards concerned;
5. The SECOND PARTY undertakes at its own expenses the following equipment in order to effectively meet its security requirements to the FIRST PARTY for operational use, conducting inspection of security guards assigned to the latter and for such other purposes to ensure efficient security services to wit;



- a. Communication Equipment – handheld radios
  - b. Firearm and ammunitions, the number of firearms of which shall not exceed one (1) firearm for every security guard.
  - c. Other support equipments/facilities
    1. Metal detector
    2. One (1) set of flashlight for each guard
    3. Sufficient logbooks and stationaries for the duration of the contract
    4. First Aid kit for each guard
  - d. Training of guards – The SECOND PARTY shall undertake in-service training of the security officers and guards mandated by R.A. 5487 as amended and/or security seminars, as the case maybe, to upgrade the competency, discipline and efficiency of the guards leading to professionalism in the security industry. Expenses incurred during these activities shall be borne by the AGENCY.
  - e. Fringe benefits and financial assistance to be extended to the guards of the AGENCY (ex. Hospitalization; death benefits; cash assistance to the guard who may be fire victim; legal assistance in case of a guard who caused injury or death to a person for defending himself or the interest of the FIRST PARTY as well as the SECOND PARTY.)
  - f. Financial Assistance (ex. Upon request, cash advance is granted to the guard; salaries of all guards are paid regularly regardless of whether or not the billing is collected; insurance benefit)
6. That the security guards assigned to the FIRST PARTY shall at all times perform their function to the best of their abilities, observe and accord respect and courtesy to all officials and employee of the FIRST PARTY as well as to its clients and constituents;
  7. That the SECOND PARTY must ensure that all of its security guard are free of vices like drinking, gambling and other bad habits detrimental to their work performance;
  8. The SECOND PARTY shall require security guards detailed with the FIRST PARTY to be properly dressed and in complete uniform in accordance with the rules and regulations prescribed by the PNPSAGSD, Camp Crame, Quezon City;
  9. The FIRST PARTY reserves the right to select the security guards from among the available duly licensed security guards of the AGENCY. In addition, the FIRST PARTY reserves the right to change, replace and/or substitute any of the assigned security guards without the necessity of giving any reason thereto;
  10. The SECOND PARTY reserves the right to control the supervision over the security guards detailed with it and as such it has right to give instructions as to the manner of performance of their services, including control over their texting habits especially while they are on duty;
  11. The SECOND PARTY assumes full responsibility for any loss or damage which may occur or be suffered by the FIRST PARTY to any of its properties during the watch hour of the AGENCY's security guards except those directly resulting from "acts of God", provided that, if after due investigation by representatives of both parties, the guards are found to be negligent or have failed to exercise due diligence as required by him under the circumstances the AGENCY shall likewise assume full responsibility;



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12. The FIRST PARTY agrees to pay the SECOND PARTY the total sum of **Nine Hundred Forty Eight Thousand Eight Hundred Two Pesos & 40/100 (948,802.40) only for Services of Six (6) Security Guards at Ormoc City Tourism Office, Ormoc City** with shifting time schedule as follows:

First shift 6:00 a.m. to 2:00 p.m.	= 2 guards
Second shift 2:00 p.m. to 10:00 p.m.	= 2 guards
Third shift 10:00 p.m. to 6:00 a.m.	= 2 guards

13. The FIRST PARTY may from time to time, request the number of the guards be increased or decreased with the rate proportionately adjusted as the case may be;

14. This contract shall remain in full force and effect commencing immediately after the signing of **Contract for Two Hundred Forty Four (244) Calendar days** subject for extension on a month-to-month basis for a maximum of one (1) year in the absence of any notice of termination issued by the management of the **Ormoc City Tourism Office, Ormoc City** prior to the date of expiration;

15. Termination by the FIRST PARTY prior to the expiration for failure to perform by the SECOND PARTY of its obligation and unsatisfactory level of performance based on the prescribe set of performance criteria which include, among others, the following: quality of service delivered; time management; management and suitability of personnel; provision of regular progress reports; and adherence and compliance of Ormoc Superdome management policies; and

16. It is the essence of this Agreement that the relationship of the parties be based on utmost trust and confidence and that, therefore either may terminate this Contract at anytime for any cause upon fifteen (15) days prior to written notice.

**IN WITNESS WHEREOF**, the parties through their respective authorized representatives hereunto affix their signatures this \_\_\_ day of JAN 25 2024, 2024, in \_\_\_\_\_, Philippines.

**CITY GOVERNMENT OF ORMOC**

By: **LUCY TORRES GOMEZ**  
City Mayor

**VISION SECURITY SERVICES, INC.**

By: **RONALDO VERB VALUIS**  
Authorized Representative

**Signed in the Presence of:**

**SABRINA P. DUERO**  
City Budget Officer

**ROSARIO G. SERAFICA**  
City Accountant

Jan. 25

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
Ormoc City) S.S.

At the above stated place, on the \_\_\_\_\_ day of JAN 25 2024 before me personally appeared:

NAME	Government-Issued ID/ No.	Expiry
<b>LUCY TORRES GOMEZ</b>	<b>TIN# 167-112-169-00001</b>	
<b>RONALDO VER R. VALUIS</b>	<b>TIN#</b>	

Known to me the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary acts and deeds as well as those of the corporation and instrumentality of the Government herein represented

Said instrument refers to a CONTRACT OF SECURITY SERVICES consisting of four (4) pages including this page, whereon the Acknowledgement is written, signed by the parties and their witnesses on the signature page hereof, and initialed on the other pages and sealed with the notaries seal.

**NOTARY PUBLIC**

Doc. No. 5  
Page No. 2  
Book No. II  
Series of 2024.

**ATTY. DENNIS L. HIBAYA**

Notary Public for the City of Ormoc  
Municipalities of Karanga, Matag-ob,  
Merida, and Isabel

NC No. ORM-13-12-029-NC issued on 12/18/2023

Valid until December 31, 2025,

PTR No. 7871859, 01/02/2024

IBP No. 381434, 12/29/2023

Roll of Attorney No. 76903

TIN 922-420-348

MCLE Exemption Bar Matter No. 850, Sec. 3 (a)

Admin-BAC-OOR-175-1-PR#232927

*[Handwritten mark]*