

CONTRACT AGREEMENT


THIS AGREEMENT made the 31st day of March 2023 between **REGION II TRAUMA AND MEDICAL CENTER** of Brgy. Magsaysay, Bayombong, Nueva Vizcaya, Philippines (hereinafter called "the Entity") of the one part and **ITAWES SECURITY PROACTIVE AGENCY, INC.** of Pallua Sur, Tuguegarao City (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the **Procurement for the Provision of Security Services with Project Identification No. R2TMC-BAC3-2023-13** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Million One Hundred Seventy Nine Thousand Six Hundred Seventy Six Pesos Only & 4/100 (P5,179,676.04)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications/ Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's 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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Five Million One Hundred Seventy Nine Thousand Six Hundred Seventy Six Pesos Only & 4/100 (P5,179,676.04)** or such other sums as may be ascertained, **ITAWES SECURITY PROACTIVE AGENCY, INC.** agrees to perform the provision of security services in accordance with his/her/its Bid.


RANDY M. FURIGAY
Security Executive Director


RAY P. SUANDING, MD, MHA, FPCP, FPCCP
Medical Center Chief II


FERLIZA A. REYES, CPA
Accountant IV


EDITHA V. AGUINALDO, MPA, MBA
Chief Administrative Officer


LIWLIWA L. LAURETA, CPA, IMPA
Finance Management Officer


FERLIZA A. REYES, CPA
Accountant IV

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 on Contract Termination without prejudice to all other applicable sanctions.
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 be 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 RIITMC 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 RIITMC without the knowledge written consent of RIITMC, the client or patient, or by order of the court. Any personal and/or sensitive personal information breach shall be communicated immediately to RIITMC for appropriate action within 48 hours of the knowledge or occurrence of the breach. Each party, its employees, personnel, and staffs understand that any breach or violation of any provision of the Data Privacy Act, shall make him/her liable criminally, administratively, and civilly. Each Trainee shall be required to sign a confidentiality undertaking which shall form part of this agreement.
6. The **REGION II TRAUMA AND MEDICAL CENTER** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

EDITHA V. AGUINALDO, MPA, MBA
Chief Administrative Officer

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.


RANDY M. FURIGAY
SECURITY EXECUTIVE DIRECTOR
for:



RAY P. SUANDING, MD, MHA, FPCP, FPCCP
MEDICAL CENTER CHIEF II
for:

ITAWES SECURITY PROACTIVE AGENCY, INC. REGION II TRAUMA AND MEDICAL CENTER

LIWLIWA L. LAURETA, CPA, IMPA
Finance Management Officer

SIGNED IN THE PRESENCE OF:


LIWLIWA L. LAURETA, CPA, IMPA
Finance Management Officer


EDITHA V. AGUINALDO, MPA, MBA
Chief Administrative Officer


FERLIZA A. REYES, CPA
Accountant IV

ACKNOWLEDGMENT

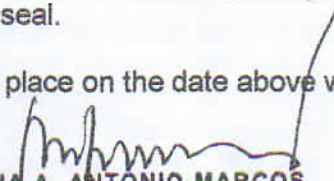
REPUBLIC OF THE PHILIPPINES
Bayombong, Nueva Vizcaya


At the place and date above-mentioned, personally appeared before me RAY P. SUANDING, MD, MHA, FPCP, FPCCP with PRC ID No. 0074347 and ATTY. PAULO RANDY M. FURIGAY, with Driver's License No.: 2-99-414938 known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed.

The foregoing instrument is a **CONTRACT AGREEMENT** consisting of three pages each signed by the parties hereto and sealed with my notarial seal.

WITNESS my hand and official seal at the above place on the date above written.

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Book No. 83
Series of 2423


ATTY. ROWENA A. ANTONIO-MARCOS
Notary Public for Nueva Vizcaya
Notarial Commission 15-21
Until December 31, 2023
PTR No. NV2703419, 11/25/2022 Bay. NV
IBP Lifetime No. 11713; Roll No. 54809
MCLE CN VII-0014319, 04/01/2022
Salvacion, Bayombong, Nueva Vizcaya


RANDY M. FURIGAY
Security Executive Director


RAY P. SUANDING, MD, MHA, FPCP, FPCCP
Medical Center Chief II


FERLIZA REYES, CPA
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