

CONTRACT FOR SECURITY SERVICES CY 2023
(LOT 3 - Mindanao Offices, Seedgardens, and Centers)

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is executed this ___ day of JUL 26 2023, by and between:

PHILIPPINE COCONUT AUTHORITY a government-owned and controlled corporation created and existing under P.D. 1468, as amended, with office address at Elliptical Road, Diliman, Quezon City and herein represented by its **Administrator BERNIE F. CRUZ** hereinafter referred to as the "**PCA**".

and

STANCH SECURITY AND INVESTIGATION AGENCY, INC., a private security agency duly organized and existing under the laws of the Republic of the Philippines, with principal office address at G/F PDAF Building, 407 Gil Puyat Ave., Makati City, duly represented by its President/General Manager, **NICOLAS L. CORTES**, hereinafter referred to as the "**STANCH SECURITY**".

WITNESSETH:

WHEREAS, the PCA needs a service provider to provide security services for the protection of its properties, personnel, visitors and installation at its Central Office, Regional Offices, Research Centers and Seedgardens;

WHEREAS, the PCA conducted an advertised public bidding for the procurement of Nine (9) months security services in accordance with Republic Act (R.A.) No. 9184 (The Government Procurement Reform Act) and its Revised Implementing Rules and Regulations (IRR);

WHEREAS, after evaluation and post-qualification, the STANCH SECURITY was found to be the Lowest Calculated Responsive Bidder under CO BAC Resolution No. 17, Series of 2023 to provide security services to the PCA;

WHEREAS, by the virtue of a conforme letter, hereto attached as Annex "A", the STANCH SECURITY provided the authority to accept the award of contract for the subject procurement with the adjustments from the original Nine (9) Month Security Services Contract to 6.5 Months Security Services Contract;

WHEREAS, the STANCH SECURITY, having been evaluated to be the Lowest Calculated Responsive Bidder, was awarded a 6.5 Months Security Services Contract for the period June 16, 2023 to December 31, 2023, and it has accepted the award per Notice of Award hereto attached Annex "B";

WHEREAS, the Entity invited Bids for ancillary services, particularly Security Services CY 2023 for Lot 3 in the sum of **FIFTEEN MILLION FOUR HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED NINETY-THREE AND 90/100 (Php15,472,793.90)** (hereinafter called "the Contract Price").

NOW THEREFORE, premises considered, the parties hereto have mutually agreed as follows:

1. In this agreement words and expressions shall have the same meanings as respectively assigned to them in Paragraph 1 (1.1,1-n) of the General Conditions of the Contract.



2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - 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 of the payment of the contract price or part thereof by the PCA respectively as the authorized paying agency, the service provider hereby covenants with PCA to provide the goods/services and to remedy all defects therein in conformity with the required specifications in annex "D" and in all defects and deficiencies in the delivered goods/services in terms of quality shall be corrected by the supplier immediately to commence not later than five (5) days upon receipt of notice of defects from PCA. The replacement of deficient quantities shall be delivered to the designated location duly covered by replacement delivery invoice which shall be duly received by PCA authorized accountable personnel.

4. The service provider agrees to furnish the PCA all such documents, data and information as may be necessary arising from the delivery of the services to the PCA or its duly authorized representatives as may be required by PCA, for purposes of monitoring and ensuring the deliveries and acceptance have been complied with in accordance with the provisions of the terms and conditions of the contract to the satisfaction of all parties and to facilitate the timely payments of the contract price or part thereof due and demandable thereon.

5. The PCA hereby covenants to pay the service provider the contract price or parts thereof, or such other sums as may become payable upon faithful compliance with the terms and conditions and in the manner prescribed by this contract agreement.

6. If the service provider fails to satisfactorily deliver any or all of the services within the period specified in the Schedule of Requirements herein attached as Annex "C", from receipt of the Notice to Proceed, inclusive of duly granted time extensions, if any, the PCA shall, without prejudice to its other remedies under this Agreement and under the



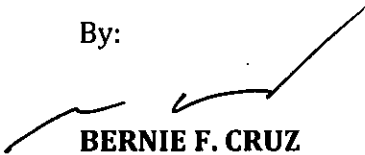
applicable law, deduct from the Contract Price, as liquidated damages for every day of delay, at least equal to one-tenth of one percent (0.10%) of the cost of the delivered price of delayed Goods/services or part thereof of delay until actual delivery. Once the maximum, amounting to ten percent (10%) of the Contract Price, is reached, the PCA shall rescind the contract, without prejudice to other courses of action and remedies open to it.

IN WITNESS HEREOF, 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.

PHILLIPPINE COCONUT AUTHORITY

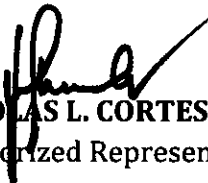
STANCH SECURITY AND
INVESTIGATION AGENCY, INC.

By:



BERNIE F. CRUZ
Administrator

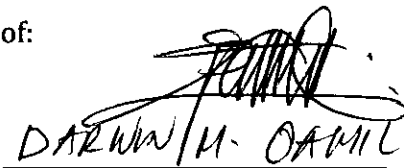
By:



NICOLAS L. CORTES
Authorized Representative

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Signed in the presence of:


DARWIN M. OAMIL

ACKNOWLEDGEMENT

Republic of the Philippines)

City of Manila

BEFORE ME, as Notary Public for and in City of Manila, personally appeared **BERNIE F. CRUZ**, Administrator and authorized representative of the Philippine Coconut Authority, with ID No. _____, and **NICOLAS L. CORTES**, authorized representative of STANCH SECURITY AND INVESTIGATION AGENCY, INC. with ID No. _____, both known to me and to me known as the same persons who executed the foregoing Contract Agreement for the Security Services CY 2023 and they acknowledged to me that the same is free and voluntary act and deed of the principals they respectively represent.

WITNESS MY HAND AND SEAL this JUL 26 2023 day of 20.

Notary Public

Doc. No. 217 ;
Page No. 46 ;
Book No. 66 ;
Series of 20 23 .

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
APPOINTMENT 097/12/31/2023 MANILA
JBP NO. 151133 / 01/03/2023
PTR N. 0661145 / 01/03/2023
ROLL NO. 29679, TIN NO. 172-528-620
MCLE COMP. NO. VII-0000165 VALID UNTIL APRIL 14, 2025
STA. CRUZ, MANILA

Section V. Special Conditions of Contract

SECURITY SERVICES CY 2023

GCC Clause	
1	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: "The delivery terms applicable to this Contract are delivered/served to PCA Central Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>PCA Central Office</i>. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. Transportation cost for the delivery of all required firearms and transport equipment b. Maintenance of supplied equipment; The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. Spare Parts – Not applicable.
	Packaging – Not applicable. Transportation – Not applicable. Intellectual Property Rights –

	Not applicable.
2.2	Refer to the TOR for the terms of payment.
4	Not applicable.
	Other Contract provisions: a. Operational Provisions: a. NUMBER OF GUARDS AND WORKING HOURS SHIFT. - the STANCH SECURITY shall provide PCA complete protection of its properties and other installations against theft, pilferage, robbery, arson, destruction or damage, as well as the enforcement and maintenance of peace and order for the security and convenience of its officers, employees and guest in the premises of the above-mentioned PCA properties and other installations. For this purpose, the STANCH SECURITY shall provide PCA with the required number of duly licensed and bonded armed Security Guards for 24 hours, including Saturdays, Sundays and Holidays as per attached Schedule of Requirements marked as Annex "C". The tour of duty of the Guards shall be divided into three (3) shifts, each guard rendering security service for not less than eight (8) hours per day. PCA as need arises, may request additional Guards for deployment to other property or installation owned by PCA within the area of coverage by the STANCH SECURITY at the same contract price as herein provided. b. QUALIFICATION AND EQUIPMENT. - All guards provided by the STANCH SECURITY shall be duly licensed, qualified under applicable laws, rules and regulations, properly screened and adequately trained, wearing prescribed uniforms and provided with the required firearm, equipment and transport facilities as per attached requirements marked as Annex "E", necessary for the performance of their duties. PCA reserves the right to require the provision of other equipment and transportation units that are reasonably necessary to secure the PCA offices/premises. c. OPERATING PROCEDURES. - The STANCH SECURITY shall have full control and supervision of the guards to be assigned under this Contract as well as the manner of performance of their duties. However, the STANCH SECURITY binds itself to cause the implementation or enforcement of all rules and regulations, memoranda or directives which PCA may issue concerning the conduct of the Guards. In case of emergency or when there is an immediate need for the services of the Guards, PCA or any of its officials may issue direct orders for compliance by the Guards. STANCH SECURITY agrees to submit to PCA reports such as daily event/patrol report and daily/weekly placement report and other

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periodic and specific reports as may be required by PCA for the effective and efficient provision and monitoring of security services.

- d. SECURITY POST. - Upon the request of PCA specifying therein the number of Guards needed, the places and routes covered, the STANCH SECURITY shall furnish Guards for officials and employees of the PCA going out or coming into the PCA premises. It is understood that the STANCH SECURITY or its Guards shall be liable for the loss of PCA money or property while in transit under escort, or for injury to or loss of life of the PCA officials or employees being escorted on official business.
- e. INVENTORY. - Where appropriate, administratively feasible and necessary, PCA and STANCH SECURITY shall make list of all property to be guarded and protected which shall form part of this Contract. Any change in the list shall be in writing and duly noted by both parties.
- f. LIABILITY OF THE AGENCY. - Except for the personal property of employees and offices of PCA, any loss or damage to PCA property shall be presumed to be attributed to the negligence or fault of the Guards assigned/deployed by the STANCH SECURITY to the PCA offices and, thereafter, PCA shall immediately proceed against the performance bond or withhold such amounts due the STANCH SECURITY corresponding to the loss or damage which, however, may be refunded to the STANCH SECURITY upon determination by PCA, or any government investigating or law enforcement body or agency, that there was no fault or negligence by the STANCH SECURITY.
- g. REPLACEMENT AND REDEPLOYMENT OF GUARDS. - The STANCH SECURITY shall assume full responsibility for the proper conduct and efficient performance of its Guards in the discharge of their assigned duties and responsibilities under the Contract. However, PCA reserves the right to request the termination of service or replacement of any Guard found to lacking in discipline, integrity, moral character and industry, or for any reason with the objective of ensuring the security of PCA offices, employees, visitors and premises.
- h. GUARDS ARE EMPLOYEES OF THE AGENCY. - No employee-employer relationship exists between PCA and the Guards deployed by the STANCH SECURITY in the premises of PCA. The Guards are employees of the STANCH SECURITY and the STANCH SECURITY hereby undertakes to pay the Guards the prescribed wage and other benefits mandated by laws, rules and regulations. The STANCH SECURITY holds PCA free and harmless, from any claim, suit or action filed by any guard deployed in the PCA for unpaid wages or any benefit provided by laws, rules and regulations, and agrees to reimburse PCA for any expense or payment for which it may held

liable by any court, tribunal or administrative or regulating agency relating to, arising from, or in connection with the non-payment of violation committed by the STANCH SECURITY.

- i. INCREASE/REDUCTION OF GUARDS. - PCA reserves the right to increase or reduce the number of Guards, and such increase or reduction becomes effective forty eight hours after the written notice from PCA is received by the STANCH SECURITY; provided, however, that payment to the STANCH SECURITY shall likewise be increased or reduced accordingly.
- j. DEFAULT. - Unjustifiable failure of PCA to pay the STANCH SECURITY for two (2) consecutive months shall be sufficient cause for the STANCH SECURITY to terminate this Contract, without prejudice to the right of the STANCH SECURITY to claim for payment of unpaid services rendered by the STANCH SECURITY to PCA.
- k. EFFECTIVITY, RENEWAL AND TERMINATION OF CONTRACT. - This Contract shall be effective for a period stated in the contract and may be renewed by PCA under the same terms and conditions upon written notice to the AGENCY not later than thirty (30) days prior to the expiration of the existing Contract. Said original or renewal contract may however be pre-terminated upon prior written notice by either party at least thirty (30) days before the intended dated of termination without the need of judicial action.

b. Assignment Clause:

- a. STANCH SECURITY shall not assign this Contract or sub-contract the performance of any portion of it, without the PCA's prior written consent. Prior to the assignment or subcontracting and the approval by PCA thereof, STANCH SECURITY must disclose to PCA the name of its assignee/s or subcontractor/s who which should have a written agreement/s with STANCH SECURITY indicating: (i) that the assignee/s or subcontractor is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/subcontract.

c. Anti-Bribery Clause:

- a. STANCH SECURITY has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of the Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligation thereunder. Violation of this provision shall be ground for immediate termination of this Contract.

	d. To ensure continuing compliance with tax laws pursuant to EO 398: a. STANCH SECURITY shall pay taxes in full and on time b. STANCH SECURITY is likewise required to regularly present, within the duration of the Contract, a tax clearance from Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
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