

## CONTRACT FOR SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

**PHILIPPINE COCONUT AUTHORITY**, a government owned and controlled corporation created and existing under P.D. 1468, as amended, with principal office at R & D Building, Elliptical Road Diliman, Quezon City and herein represented by its Administrator, **BENJAMIN R. MADRIGAL, JR.**, 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 "**AGENCY**".

### WITNESSETH: That

**WHEREAS**, the PCA conducted a bidding for security services for a period of Nine (9) months, for the protection of its properties, personnel, visitors and installation at its Central Office, Regional Offices, Research Centers and Seedgardens;

**WHEREAS**, after evaluation and post-qualification, the Agency was found to be the Single Calculated Responsive Bidder to provide security services to the PCA;

**WHEREAS**, by the virtue of a conforme letter, hereto attached as Annex "A", the Agency 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 two and half (2.5) Month Security Services Contract;

**WHEREAS**, the Agency, having been evaluated to be the Single Calculated Responsive Bidder, was awarded a two and half (2.5) Month Security Services Contract for the period October 16, 2022 to December 31, 2022, and it has accepted the award per Notice of Award hereto attached Annex "B";

**NOW THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the parties hereby agree as follows:

Section 1. **NUMBER OF GUARDS AND WORKING HOURS SHIFT.** - the AGENCY 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 AGENCY shall provide PCA with Two Hundred Sixteen (216) 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 AGENCY at the same contract price as herein provided.

Section 2. **CONTRACT PRICE.** - For the services to be rendered by the AGENCY, the PCA shall pay the amount per month per Guard/Officers/Supervisor/commander as stated in the attached detailed costing marked as Annex "D", on the basis of eight (8) working hours a day, including Saturdays, Sundays and Holidays in the amount of PESOS: **TEN MILLION SIX**





**HUNDRED TWENTY THOUSAND SIX HUNDRED FORTY FOUR AND 94/100 (Php10,620,644.94)** for the contract period stated in Section 13. It is understood that the contract price shall cover the prescribed wage applicable including Cost of Living Allowance (COLA), 13<sup>th</sup> month pay, overtime pay, night shift differential, regular holiday pay, SSS premiums and other fringe benefits mandated by law and orders of the Department of Labor and Employment (DOLE). The Contract Price shall be fixed and not subject to adjustment except when there is increase in wages or increase in taxes; provided further that the Agency Fee shall remain fixed and not subject to adjustment for the entire duration of the Contract.

Section 3. **QUALIFICATION AND EQUIPMENT.** - All guards provided by the AGENCY 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.

Section 4. **OPERATING PROCEDURES.** - The AGENCY 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 AGENCY 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.

AGENCY agrees to submit to PCA reports such as daily event/patrol report and daily/weekly placement report and other periodic and specific reports as may be required by PCA for the effective and efficient provision and monitoring of security services.

Section 5. **SECURITY POST.** - Upon the request of PCA specifying therein the number of Guards needed, the places and routes covered, the AGENCY shall furnish Guards for officials and employees of the PCA going out or coming into the PCA premises. It is understood that the AGENCY 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.

Section 6. **INVENTORY.** - Where appropriate, administratively feasible and necessary, PCA and AGENCY 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.

Section 7. **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 AGENCY to the PCA offices and, thereafter, PCA shall immediately proceed against the performance bond or withhold such amounts due the AGENCY corresponding to the loss or damage which, however, may be refunded to the AGENCY upon determination by PCA, or any government investigating or law enforcement body or agency, that there was no fault or negligence by the AGENCY.

Section 8. **REPLACEMENT AND REDEPLOYMENT OF GUARDS.** - The AGENCY 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.

Section 9. **GUARDS ARE EMPLOYEES OF THE AGENCY.** - No employee-employer relationship exists between PCA and the Guards deployed by the AGENCY in the premises of PCA. The Guards are employees of the AGENCY and the AGENCY hereby undertakes to pay the Guards the prescribed wage and other benefits mandated by laws, rules and regulations. The





AGENCY 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 none-payment of violation committed by the AGENCY.

Section 10. **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 AGENCY; provided, however, that payment to the AGENCY shall likewise be increased or reduced accordingly.

Section 11. **PERFORMANCE BOND.** - To guarantee the full and faithful performance of its undertaking under this Contract, and to answer for any rightful claim of PCA against the AGENCY for any loss, damage or injury suffered by PCA or any third party, the AGENCY shall submit to PCA a performance bond equivalent to five percent (5%), of in cash or manager's checks, or thirty percent (30%), in the form of surety bond callable on demand and valid for the duration of this Contract, of the total Contract price within five (5) working days after the execution of this contract which may be extended for another seven (7) days upon reasonable grounds. The preceding provision notwithstanding, PCA has the right and authority to deduct its claim for any loss, damage or injury against the AGENCY from any amount due or payable to the AGENCY.

Section 12. **DEFAULT.** - Unjustifiable failure of PCA to pay the AGENCY for two (2) consecutive months shall be sufficient cause for the AGENCY to terminate this Contact, without prejudice to the right of the AGENCY to claim for payment of unpaid services rendered by the AGENCY to PCA.

Section 13. **EFFECTIVITY, RENEWAL AND TERMINATION OF CONTRACT.** - This Contract shall be effective for a period of two and half (2.5) months from October 16, 2022 to December 31, 2022 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.

**IN WITNESS WHEREOF**, the parties, through their duly authorized representatives, have affixed their signatures this 21 day of OCT 2022, at CITY OF MANILA.

**PHILIPPINE COCONUT AUTHORITY**

By:

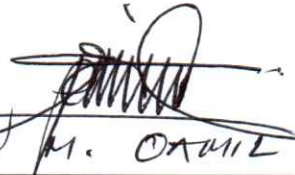
  
**BENJAMIN R. MADRIGAL, JR.**  
Administrator

**STANCH SECURITY AND INVESTIGATION**

By:

  
**NICOLAS L. CORTES**  
President/General Manager

**SIGNED IN THE PRESENCE OF:**

  
DARWIN M. OQUIEL

ACKNOWLEDGEMENT

Republic of the Philippines )  
City of Quezon ) s.s.

CITY OF MANILA  
BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, personally appeared the following:

	IDENTIFICATION PRESENTED
BENJAMIN R. MADRIGAL, JR.	
NICOLAS L. CORTES	

Both known to me to be the same persons who executed the foregoing Contract for Security Services and they acknowledged to me that the same is the free and voluntary act and deed of the principals they respectively represent.

This instrument, consisting of four (4) pages, including this page wherein the acknowledgment is written, has been duly signed by the PARTIES and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal on the \_\_\_\_\_ day of OCT 21 2022, at CITY OF MANILA.

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ATTY. LEONARDO A. SARMIENTO III  
Notary Public for the City of Manila  
Notarial Commission NO. 2020-049  
(Under Supreme Court B.M. 3795) extended from July 1 to December 31, 2022  
PTR No. OR No. 0154919 - 0104/2022  
IBP OR No. 094082 - 0104/2022  
MCLE No. VI-0022748 - 04/02/19 Roll of Attorney No. 55819