

**CONTRACT FOR SECURITY SERVICES CY 2024
(VISAYAS OFFICES AND SEEDGARDEN FOR THE PERIOD OF MAY 1, 2024 TO DECEMBER
31, 2024)**

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is executed this APR 30 2024 day of _____ 20____, 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 DEXTER R. BUTED** hereinafter referred to as the "**PCA**".

and

EX-BATAAN VETERANS SECURITY AGENCY, INC., a private security agency duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 1730 Yakal St. Brgy. 239 Zone 22, Tondo, Manila City, duly represented by its President/General Manager, **LEONARDO C. CASTRO III**, hereinafter referred to as the "**EX-BATAAN SECURITY**".

WITNESSETH:

WHEREAS, the PCA needs a service provider to provide security services for the protection of its properties, personnel, and visitors at PCA Visayas Offices and Seedgarden;

WHEREAS, the PCA conducted an advertised public bidding for the procurement of Eight (8) 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 EX-BATAAN SECURITY was found to be the Single Calculated Responsive Bidder under CO BAC Resolution No. 11, Series of 2024 to provide security services to the PCA;

WHEREAS, the Procuring Entity invited Bids for ancillary services, particularly Security Services CY 2024 for May 1, 2024 to December 31, 2024 in the sum of **THREE MILLION FOUR HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED FIFTY FIVE AND 36/100 (PhP3,415,755.36)** (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

EX-BATAAN VETERANS SECURITY AGENCY, INC.

By: 
DEXTER R. BUTED
Administrator 

By: 
LEONARDO C. CASTRO III
Authorized Representative

Signed in the presence of:

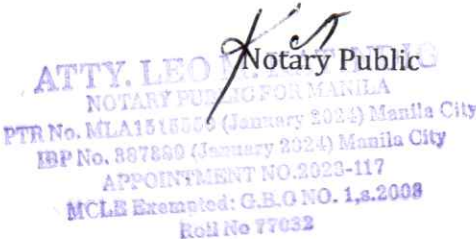
ACKNOWLEDGEMENT

Republic of the Philippines)
MANILA) s.s.

BEFORE ME, as Notary Public for and in MANILA, personally appeared **DEXTER R. BUTED**, Administrator and authorized representative of the Philippine Coconut Authority, with ID No. _____, and **LEONARDO C. CASTRO III**, authorized representative of EX-BATAAN VETERANS SECURITY 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 2024 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 APR 30 day of 2024 20__.

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ATTY. LEO C. BUTED Notary Public
NOTARY PUBLIC FOR MANILA
PTR No. MLA1515555 (January 2024) Manila City
IBP No. 387880 (January 2024) Manila City
APPOINTMENT NO. 2023-117
MCLE Exempted: G.B.G NO. 1, s. 2008
Roll No 77632