

**CONTRACT AGREEMENT
(Security Services Contract)**

THIS AGREEMENT made this 3rd day of June 2022 between SAN PABLO MANUFACTURING CORPORATION ("SPMC") of the Philippines (hereinafter called "the ENTITY"), acting for itself and as the Procuring Agent of GRANEXPORT MANUFACTURING CORPORATION ("Granex"), LEGASPI OIL COMPANY, INC. ("LegOil") and SOUTHERN LUZON COCONUT OIL MILL, INC. ("SolCom"), of the one part and ALL NATION SECURITY AND INVESTIGATION SERVICES, INC. of the Philippines (hereinafter called "the SUPPLIER") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly security services and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of FOURTEEN MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-NINE PESOS AND 99/100 (Php 14,434,729.99) (hereinafter called "the Contract Price") which is broken down on per company basis as:

Company	Bid Amount (As Calculated)
SPMC	THREE MILLION ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED NINETEEN PESOS AND 63/100 (Php 3,144,819.63)
Granex	EIGHT MILLION ONE HUNDRED NINE THOUSAND TWO HUNDRED EIGHTY-NINE PESOS AND 43/100 (Php 8,109,289.43)
LegOil	TWO MILLION FIVE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED NINE PESOS AND 85/100 (Php 2,511,409.85)
SolCom	SIX HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED ELEVEN PESOS AND 9/100 (Php 639,211.09)

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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;
 - 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

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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 FOURTEEN MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-NINE PESOS AND 99/100 (Php 14,434,729.99) (hereinafter called "the Contract Price"), which is broken down on per company basis as:

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LegOil	TWO MILLION FIVE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED NINE PESOS AND 85/100 (Php 2,541,409.85)
SolCom	SIX HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED ELEVEN PESOS AND 9/100 (Php 639,211.09)

or such other sums as may be ascertained, ALL NATION SECURITY AND INVESTIGATION SERVICES, INC. agrees to provide SECURITY SERVICES in accordance with its Bid.

4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. *Anti-Bribery Clause*

The SUPPLIER 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 Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.

6. *Assignment Clause*

The SUPPLIER shall not assign this Contract or sub-contract the performance of any portion of it, without the ENTITY's prior written consent. Prior to the assignment or subcontracting and the approval by ENTITY, the SUPPLIER must disclose to ENTITY the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with the SUPPLIER indicating: (i) that the assignee/s or subcontractor/s 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 terms of this Contract; and (iii) the detailed terms of the assignment/sub-contract.

7. No employer-employee relationship shall exist between ENTITY and the security personnel assigned to thereto by virtue of this contract. The SUPPLIER shall strictly observe and comply with all labor laws with regard to its workers/employees including workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws, holding the ENTITY free and harmless from any liability arising from such obligations.

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.

SAN PABLO MANUFACTURING CORPORATION

For itself and as Procuring Agent of Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc.

ALL NATION SECURITY AND INVESTIGATION SERVICES, INC.


By:

By:


ALEXANDER MARTOS
President and Chief Executive Officer


JOSE ANTONIO RAFAEL G. SANTOS
President

SIGNED IN THE PRESENCE OF


Jesus Erick F. Sta. Barbara


RUEL T. MORFE

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Makati, personally appeared the following:

<u>Name</u>	<u>Government Issued ID</u>	<u>Number/Expiry Date</u>
Alexander Martos		
Atty. Jose Antonio Rafael G. Santos		

known to me and to me known to be the same persons who executed the foregoing CONTRACT AGREEMENT (Security Services Contract) and acknowledged to me that the same is of their free and voluntary act and deed and that of the Corporation they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 3rd day of June 2022 at Makati City.

Doc. No. 323 ;
Page No. 64 ;
Book No. 04 ;
Series of 2022


ATTEST: _____