

CONTRACT AGREEMENT (Security Services Contract)

THIS AGREEMENT made on the 14th day of June 2023 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 the procurement of Security Services for CIIF-OMG and has accepted a Bid from ALL NATION for the supply of those goods and services in the sum of EIGHTEEN MILLION ONE HUNDRED SIXTY TWO THOUSAND SIX HUNDRED EIGHTY TWO PESOS AND 20/100 (Php 18,162,682.20) (hereinafter called "The Contract Price"), which is broken down on per company basis as:

Company	Bid Amount (As Calculated)
SPMC	THREE MILLION NINE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED TWENTY FOUR PESOS (Php 3,931,524.00)
Granex	TEN MILLION THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED NINETY ONE PESOS AND 21/100 (Php 10,395,291.21)
LegOil	THREE MILLION THREE HUNDRED FIFTY EIGHT THOUSAND THREE PESOS AND 25/100 (Php 3,358,003.25)
SolCom	EIGHT HUNDRED THIRTY SIX THOUSAND THREE HUNDRED FOUR PESOS (Php 836,304.00)

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 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 sum of EIGHTEEN MILLION ONE HUNDRED SIXTY TWO THOUSAND SIX HUNDRED EIGHTY TWO PESOS AND 20/100 (Php 18,162,682.20) (hereinafter called "The Contract Price"), which is broken down on per company basis as:

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SolCom	EIGHT HUNDRED THIRTY SIX THOUSAND THREE HUNDRED FOUR PESOS (Php 836,304.00)

or other such 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/are 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 assignment/sub-contract.

7. This Agreement shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Agreement.

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
GRANEXPORT MANUFACTURING CORPORATION
LEGASPI OIL COMPANY, INC.
SOUTHERN LUZON COCONUT OIL MILL, INC.

ALL NATION SECURITY AND INVESTIGATION SERVICES, INC.

By:



AL MATTHEW P. UMALI
Executive Vice President
For and in behalf of the Board of Directors

By:


JOSE ANTONIO RAFAEL G. SANTOS
President

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of MAKATI CITY) S. S.

BEFORE ME, a Notary Public, for and in the City of MAKATI CITY, this JUN 16 2023 day of _____, 20____, personally appeared:

Name	ID No.	Issued on/Issued at
AL MATTHEW P. UMALI	D16-06-023499	Valid Until: 07/14/2023
JOSE ANTONIO RAFAEL G. SANTOS	N01-06-018652	Valid Until: 03/18/2033

known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a **CONTRACT AGREEMENT** consisting of three (3) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

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Series of 2023.


ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115
ROLL NO. 77376 / MCLE (EXEMPT)
PTR NO. 9563564 / JAN. 03, 2023/MAKATI CITY
IBP NO. 261394 / JAN. 03, 2023/PASIG CITY
1107 D. BATAAN ST., GUADALUPE NUEVO, MAKATI CITY