

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City

RECEIVED
2-11-19

CONTRACT : JANITORIAL SERVICES FOR CY 2019 TO LAGING QLEAN JANITORIAL SERVICES, INC.

REFERENCE : DAR BAC Resolution No. 07 series of 2019

CONTRACT AGREEMENT

THIS AGREEMENT made this ___ day of March 2019 between the **Department of Agrarian Reform (DAR)** of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Procuring Entity"), of the one part and **Laging Qlean Janitorial Services, Inc.**, of 626 G. Araneta Avenue, Quezon City, (hereinafter called "the Service Provider") of the other part:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, viz., Janitorial Services for DAR Central Office for CY 2019 (January 2 to December 31, 2019) and has accepted a Bid by the Service Provider for the supply of janitorial services in the sum of **Philippine Pesos Nineteen Million Seven Hundred Thirty-One Thousand Seven Hundred Nineteen and 4/100 only (P19,731,719.04)**;

WHEREAS, as resolved by the Bids and Awards Committee (Primary) through Resolution No. 07 series of 2019 dated February 26, 2019 and approved by the Head of the Procuring Entity (HOPE) on March 4, 2019, **Laging Qlean Janitorial Services, Inc.**, is awarded the contract for Janitorial Services for a period of nine and a half (9.5) months from March 16, 2019 to December 31, 2019 in the sum of **Philippine Pesos Fifteen Million Six Hundred Twenty Thousand Nine Hundred Forty-Four and 24/100 only (P15,620,944.24)** derived from the total bid price for twelve (12) months;

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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

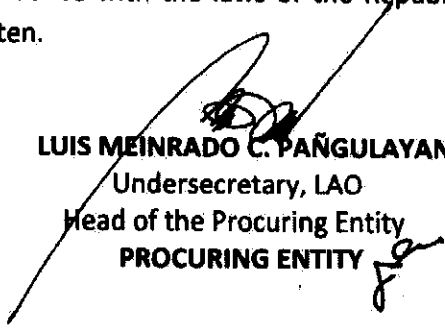
- (A) Laging Qlean Janitorial Services, Inc. Bid, Eligibility Requirements, Technical and Financial Proposals;
- (B) the Schedule of Requirements;
- (C) the Technical Specifications;
- (D) the General Conditions of the Contract;
- (E) the Special Conditions of the Contract;
- (F) the Performance Security;
- (G) the Procuring Entity's Notice of Award;
- (H) Service Level Agreement.


DAR BUDGET DIVISION	
OBLIGATED	
O.R.S. No.: 02-101101-2019-03-01917	Date: MAR 13 2019
Fund: 1000000000000000	Acct. Code: 3021202800
Resp. Code: 01	Amount: 15,620,944.24

3. In consideration of the payments to be made by the Procuring Entity to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Entity to provide janitorial services for CY 2019 and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Service Provider in consideration of the provision of Janitorial Services for CY 2019 and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract. In case of delays in the delivery/performance of the required services specified in this Contract due to the Service Provider's fault, the Procuring Entity shall deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

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.


LUIS MEINRADO C. PAÑGULAYAN
Undersecretary, LAO
Head of the Procuring Entity
PROCURING ENTITY


VIRLYN A. DIMAYUGA
Operations Manager
Laging Qlean Janitorial Services, Inc.
SERVICE PROVIDER

WITNESSES:


PRIMO C. LARA
Director, Administrative Service


MARGIE A. BAUTISTA
Marketing Officer

Certified Funds Available:


DENNIS G. RAMOS
Chief Accountant

01/02-101101-2019-03-1917
P 15,620,904.24

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this MAR 15 2019 day of March 2019 personally appeared:

Name	Competent Evidence of Identity
LUIS MEINRADO C. PAÑGULAYAN	TIN No. 105-329-620
VIRLYN A. DIMAYUGA	SSS No. 33-4712563-2

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT AGREEMENT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left hand margin of each and every page hereof.

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

NOTARY PUBLIC
Until December 31, 2019

Doc. No. 875
Page No. 171
Book No. II
Series of 2019

Tedesforo T. Barbadillo, Jr.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR NO. 7448089; QC; 01/16/19
IBP NO. 071498; CALMANA; 01/29/19
MCLE COMPLIANCE NO. V-0021872; 06/03/16
COMMISSION NO. 111
TIN NO. 141-266-423