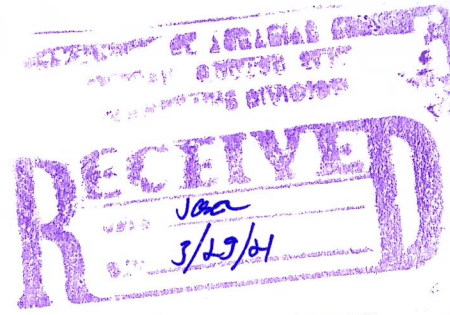


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
Elliptical Road, Diliman, Quezon City



CONTRACT : JANITORIAL SERVICES FOR CY 2021 TO LAGING QLEAN JANITORIAL SERVICES, INC.

REFERENCE : DAR Primary-BAC Resolution No. 04 series of 2021

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of February 2021 between Department of Agrarian Reform (DAR) of Elliptical Road, Diliman, Quezon City, Philippines, (hereinafter called "the Entity") of the one part and Laging Qlean Janitorial Services, Inc., of 626 G. Araneta Avenue, Quezon City, Philippines (hereinafter called "the Service Provider") of the other part;

WHEREAS, on 22 December 2020, the Entity invited Bids for certain goods and ancillary services, particularly Procurement of Janitorial Services for DAR Central Office for CY 2021 (February 1, 2021 to December 31, 2021) and has accepted a Bid by the Service Provider for those goods and services in the sum Philippine Pesos Twenty One Million Five Hundred Forty Six Thousand Nine Hundred Twelve only (₱21,546,912.00) inclusive of taxes.

WHEREAS, as resolved by the Bids and Awards Committee (Primary) through Resolution No. 04 series of 2021 dated February 11, 2021, Laging Qlean Janitorial Services, Inc., is awarded the contract for Janitorial Services for a period of ten (10) months only as the procurement process was not completed within the month of January, 2021, thus, from March 1, 2021 to December 31, 2021 in the sum of Philippine Pesos Nineteen Million Five Hundred Eighty-Eight Thousand One Hundred Ten only (₱19,588,110.00) being the Lowest Calculated and Responsive Bidder (LCRB), (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

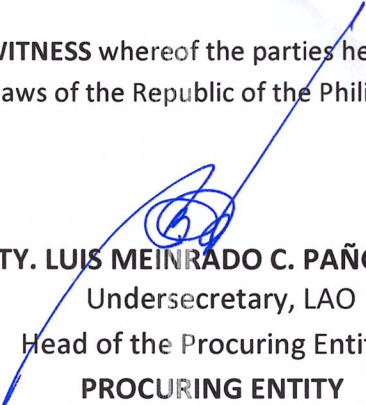
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be 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;

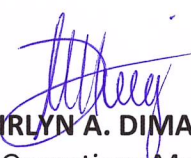
DAR BUDGET DIVISION	
OBLIGATED	
02-101101-2021	Date: MAR 29 2021
P.A.P.: 1000000000000000	Acct. Code: 5021209000
100000100001000	Amount: ₱19,588,110
01	Control #: 498
Code: ADMIN-MANDATORY	

- 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 and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Philippine Pesos Nineteen Million Five Hundred Eighty-Eight Thousand One Hundred Ten only (₱19,588,110.00)** or such other sums as may be ascertained, **Laging Qlean Janitorial Services, Inc.** agrees to provide Janitorial Services for CY 2021 for a period of ten (10) months from March 1, 2021 to December 31, 2021 in accordance with his/her/its Bid.
4. The **Department of Agrarian Reform (DAR)** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding 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 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 Section 68 of the 2016 revised IRR of RA 9184, 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.


ATTY. 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:


CUPIDO GERRY D. ASUNCIÓN
Director, Administrative Service


MARGIE A. BAUTISTA
Marketing Officer
Laging Qlean Janitorial Services, Inc.

Certified Funds Available:


DENNIS G. RAMOS

REPUBLIC OF THE PHILIPPINES) S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for Quezon City, Philippines, this MAR 29 2021 day of February 2021 personally appeared:

Name	Competent Evidence of Identity
ATTY. 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, 2021

Doc. No. 784
Page No. 553
Book No. II
Series of 2021

Telesforo T. Barbadillo, Jr.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR NO. 9539955; QC; 01/22/2020
IBP NO. 111920; CALMANA; 01/23/2020
MCLE COMPLIANCE NO. VI-0025992; 04/14/2022
COMMISSION NO. 106
TIN NO. 141-266-423