

## Republic of the Philippines **Department of Agriculture Bureau of Fisheries and Aquatic Resources**

BIDS AND AWARDS COMMITTEE OFFICE 2/F BFAR Bldg., BAC Office, Bureau of Plant Industry Compound, Visayas Avenue, Diliman, Quezon City, Philippines 1101

Tel. No.: +02. 332. 4661 website: www.bfar.da.gov.ph e-mail: bac.eps@bfar.da.gov.ph

## CONTRACT AGREEMENT FOR GOODS & SERVICES

MAR 0 7 2022 day of \_\_\_\_\_\_2022 between the *BUREAU* THIS AGREEMENT made on this \_ OF FISHERIES AND AQUATIC RESOURCES (BFAR) of the Philippines (hereinafter called "the Entity") of the one part and EXCELLENT GENERAL SERVICES, INC., No. 28 Evangeline Reyes St., BF Resort Village Talon II Las Piñas City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Bid Reference No. 2021-35 "PROCUREMENT OF JANITORIAL SERVICES FOR THE PERIOD OF MARCH 2022 TO DECEMBER 31, 2022 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of EIGHT MILLION FIFTY THOUSAND AND SEVEN HUNDRED NINETY-SEVEN PESOS ONLY (Php 8,050,797.00) (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - Supplier's Bid, including the Technical and Financial Proposals, (a) and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - Schedule of Requirements; (b)
  - **Technical Specifications**; (c)
  - General Conditions of Contract; (d)
  - Special Conditions of Contract; (e)
  - Performance Security; (f)
  - Entity's Notice of Award and: (g)
  - Certificate of Availability of Funds (CAF) (h)
- In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to

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provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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.
  - 5. This Agreement shall be for the period of March 2022 to December 31, 2022 or unless sooner terminated by either party, in which case, the parties shall be given thirty (30) days prior to notice.
  - 6. Within Two (2) months prior to the end of contract, the BFAR shall notify the AGENCY for contract extension in the event that the former is still on the process of procurement.
  - 7. Upon effectivity of this contract the staff and/or personnel of the outgoing janitorial services shall be absorbed or retained at least twenty (20) personnel by the incoming janitorial services provided that there is a recommendation from this Bureau on the ground that they enjoy the trust and confidence of the Agency.

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.

FOR THE ENTITY:	FOR THE SUPPLIER:
SIGNED, SEALED, DELIVERED BY:	SIGNED, SEALED, DELIVERED BY:
puild of hered Bon	GINA O. RAMOS
MS. MILDRED M. BUAZON	President and General Manager
End-user/ Procuring Unit	Supplier's Authorized Representative
Commodore EDUARDO B. GONGONA PCG (Ret.)	
Head of Procuring Entity/ BFAR National Director	
signed in thi	E PRESENCE OF:
9	nipan
WITNESS	WITNESS

**ACKNOWLEDGMENT** 

Republic of the Philippines )
Quezos Gignas (1977) ) S.S.

BEFORE ME, a Notary Public within and for Quezon Gity, personally appeared the following:

NAME	Government Issued ID	DATE AND PLACE ISSUED
EDUARDO B. GONGONA	ID NO. 0494	QUEZON CITY
MS. MILDRED M. BUAZON	ID NO. 082	QUEZON CITY
MS. GINA O. RAMOS	N-26-98-018401	LTO LAS PINAS CITY

known to me to be the same persons who executed and signed on the left-hand side of each page of the foregoing instrument consisting of \_\_\_\_ pages, including this page and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND SEAL on this \_\_\_\_ day of \_\_\_\_\_ at Quezon \_\_\_\_ at Quezon

City.

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**NOTARY PUBLIC** 

ATTY. HERMINO T. UBANA, SK.

Notary Public for Las Piñas City Until December 31, 2022
PTR No. 6111242, 01-04-2021, Las Piñas City
IBP No. 133279, 11-25-20, Pasig City
Attorneys Roll No. 18657
MCLE Compliance No. VI-0022356, 04-04-2019

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