

Contract Agreement Form

*For the Provision of Janitorial Services for the NEDA-sa-Pasig Building
Under a Three-Year Service Agreement Renewable Annually*

THIS AGREEMENT made this ____ day of AUG 16 2016 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Deputy Director-General, **NESTOR R. MIJARES IV**, and hereinafter referred to as the “**Procuring Entity**”;

- and -

The **CBII PHILIPPINES INTERNATIONAL INC. (CBII)** with address at 8771 Unit C, Santol Street, San Antonio Village, Makati City, herein represented by its President, **REYNALDO M. CUEVAS**, and hereinafter referred to as the “**Supplier**”;

WHEREAS, upon the invitation of the **Procuring Entity**, the **Supplier** submitted a bid for the Provision of Janitorial Services for the NEDA-sa-Pasig Building under a Three (3)-Year Service Agreement in the sum of **Three Million Seven Hundred Fifty Thousand Five Hundred Seventy-Eight Pesos and 58/100 (PhP3,750,578.58)**, inclusive of all applicable government taxes and charges (hereinafter called the “**Contract Price**”);

WHEREAS, the total Approved Budget for the Contract (ABC) for the first year is Four Million Five Hundred Thousand Pesos (PhP4,500,000.00), inclusive of all applicable government taxes and charges;

WHEREAS, the **Procuring Entity** subsequently accepted the bid of the **Supplier** pursuant to the NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) Resolution No. 23, series of 2016 approved on 22 July 2016.

WHEREAS, the **Procuring Entity** undertakes to secure the provision of janitorial services from the **Supplier** for a period of three (3) years, renewable on an annual basis;

WHEREAS, the **Procuring Entity** and the **Supplier** shall enter into a contract for a period of one (1) year, reckoned from the date of the assumption of the **Supplier**;

WHEREAS, the undertaking shall remain in full force and effect for the remaining two (2) years, subject to the condition that the **Supplier** has rendered a satisfactory performance for the first year of service as determined/assessed by the **Procuring Entity** annually, and the **Contract Price** remains fixed and is not to be adjusted during contract implementation;

WHEREAS, the **Contract Price** may only be adjusted when there is an increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, and if



during the term of the contract, the Procuring Entity increase or decrease the number of janitorial personnel for the NEDA; *provided*, that the resulting cost of said increase or decrease does not exceed the Approved Budget for the Contract for the relevant year;


NOW THEREFORE, the **Procuring Entity** and the **Supplier** have agreed on the following terms and conditions:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
 - (a) Bidding Documents, consist of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General Conditions of Contract;
 - v. Special Conditions of the Contract;
 - vi. Schedule of Requirements and Technical Specifications;
 - vii. Terms of Reference;
 - (b) Supplier's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Supplier's bidding envelopes, as annexes;
 - (c) Bid Bulletin No. 1 issued on 31 May 2016 and Bid Bulletin No. 2 issued on 11 June 2016;
 - (d) Performance Security;
 - (e) Credit line issued by a licensed bank, if applicable;
 - (f) Abstract of Bids and Post-Qualification Evaluation Report;
 - (g) NBAC-GIP Resolution No. 23, series of 2016;
 - (h) Notice of Award of Contract with the Supplier's *conforme* thereto;
 - (i) Notice to Proceed;
 - (j) Addendum and/or Supplement to the Contract, if any; and
 - (k) Other contract documents that may be required by existing laws and/or the Procuring Entity.
3. In consideration of the payments to be made by the **Procuring Entity** to the **Supplier**, the **Supplier** hereby covenants to deliver said services in conformity with the provisions of this Contract in all respects.
4. The **Procuring Entity** hereby covenants to pay the **Supplier** in consideration for the delivery of said services, the Contract Price or such other sum, as may become payable at the time and in the manner prescribed by this Contract.
5. Should any dispute related to this contract and/or the rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be at the Pasig City.
6. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.




IN WITNESS WHEREOF, the parties have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by:



NESTOR R. MIJARES IV
Deputy Director-General
NEDA Central Support Office
NEDA sa Pasig Bldg.
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:


REYNALDO M. CUEVAS
President
CBII Philippines International, Inc.
8711 Unit c, Santol Street
San Antonio Village, Makati City

Signed in the presence of:


Ricky M. Abundo


Myra A. Campa
administrative officer

ACKNOWLEDGMENT

Republic of the Philippines)

MAKATI CITY

) S.S.


Before me this _____ day of **AUG 16 2016** in **MAKATI CITY**,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
NESTOR R. MIJARES IV In his capacity as Deputy Director-General NEDA Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	TIN 107674196	
REYNALDO M. CUEVAS In his capacity as President CBII Philippines International, Inc. 8711 Unit c, Santol Street San Antonio Village, Makati City		

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page, together with the documents deemed construed part of the Contract Agreement, on which this acknowledgment is written, duly signed by their instrumental witnesses, and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

WITNESS MY HAND on the date and place first hereinabove stated.

Doc. No. 174
Page No. 36 ;
Book No. 432 ;
Series of 2016.


ATTY. DWIGHT M. GALERITA
NOTARY PUBLIC
APPOINTED BY THE JUDGE OF THE
CITY OF MAKATI CITY
PTR NO. 4751079-21-08-2016
IBP NO. 09023001/21-08-2016
MCLE COMPLIANCE 115-IV-001-1190 / 07-09-2013
ROLL NO. 42203