

## Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between the **AGRICULTURAL TRAINING INSTITUTE**, with office address at ATI Building, Elliptical Road, Diliman, Quezon City, Metro Manila (hereinafter called "the Entity") of the one part and **DEARJOHN SERVICES, INC.**, with office address at Unit G, DearJohn 2 Building, No. 2 President's Avenue, BF Homes, Paranaque City (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **PROVISION OF JANITORIAL SERVICES FOR THE AGRICULTURAL TRAINING INSTITUTE (Negotiated Procurement-Two Failed Bidding)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **ONE MILLION SEVEN HUNDRED EIGHTY SIX PESOS FIVE HUNDRED ONE PESOS AND 44/100 (P1,786,501.44)** (hereinafter called "the Contract Price"), covering the contract period of one (1) year effective **01 June 2017 to 31 May 2018**.

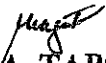
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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) the Supplier's Bid Proposal/Quotation, including the Technical and Financial Proposals, and all other documents/statements submitted;
  - (b) the Entity's Terms of Reference for Janitorial Services;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract;
  - (e) the Performance Security;
  - (f) the Entity's Notice of Award; and
  - (g) the Supplier's Housekeeping Plan for the Entity.
3. 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 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.

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.

**AGRICULTURAL TRAINING INSTITUTE**

By:

  
**LUZ A. TAPOSOK, Ph.D.**  
Officer-in-Charge, Director

**DEARJOHN SERVICES, INC.**


(TIN No. 212-163-807-000)

By:

  
**BERNADETTE P. GARIN**  
General Manager

Signed in the presence of:

  
**GAUDIOSO P. CABAGUE, JR.**  
Chief Accountant

  
**EDGAR P. PERLADO**  
HR Officer

