CONTRACT OF JANITORIAL SERVICES

THIS AGREEMENT made the __th day of April, 2022 between the Maritime Industry Authority (MARINA) with office address at Marina Building, 20th Street corner Bonifacio Drive 1018 Port Area (South) Manila (hereinafter called the "Entity") of the one part and Itawes Manpower Services Corp. with the office address at No. 1 Burgos St., Centro 8, Tuguegarao City, Cagayan (hereinafter called the "Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., Procurement of 2022 Janitorial Services for the MARINA Central and Satellite Offices and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Seven Million Six Hundred Seventy-Four Thousand Thirty Pesos (7,674,030.00) (35 Utility personnel including 1 Supervisor for 12 months) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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, including the Technical and Financial Proposals, 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;
 - b) The Schedule of Requirements;
 - c) The Technical Specifications;
 - d) The General Conditions of Contract;
 - e) The Special Conditions of Contract;
 - f) The Terms of Reference;
 - g) The Performance Security; and
 - h) The Entity's Notice of Award.
- 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 provisions of the contract at the time and in the manner prescribed by the contract.

5. Nothing in this contract shall be construed on the existence of employer-employee relationship between MARINA and the personnel of Itawes Manpower Services Corp. assigned at the MARINA premises.

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.

Signed, sealed, and delivered by (for the Entity).

VADM ROBERT A. EMPEDRAD (AFP) RET
Administrator

Signed, sealed, and delivered by (for the Supplier).

RANDY M. FURIGAY General Manager

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the above jurisdiction; personally appeared the following;

VADM ROBERT A. EMPEDRAD (AFP) RET

ID. No.: 02038 - 049

RANDY M. FURIGAY

ID. No.: LTO DL # NO2-99-414938

Known to me be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of two (2) pages including this page wherein this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every pages hereof.

WITNESS MY HAND SEAL, this 3 MAday of _______ at Figure garao City, Cagayan, Philippines.

Page No. 3; Book No. XLIII; Series of 2022

ATTY. ELISEO S. CALMA, IR.
Notary Public
Reli No. 50183

PTR No. 24 (43591), Jan. 03, 2022

MCLE Comp. No. 1/2012 217 antii April 1/2

CLE Como. No. 17 - 1217 antii April 12 20 Kamazen - 12 - 20 antii Viilage Eastern - 12 - 22 a. City

ADISA TRE SELECTION DE BON 311
Extended to Commercia de B.M. 311
Until June 30, 2022

1