

(PST 129-01-00004)

**CONTRACT AGREEMENT FOR THE PROVISION OF
JANITORIAL SERVICES FOR CY 2024**

KNOW ALL MEN BY THESE PRESENTS:

This **Contract Agreement** for the **Provision of Janitorial Services for CY 2024** (herein referred to as "Agreement") is made and entered into this _____ at _____ by and between:

The **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE (ASTI)**, a government agency attached to the Department of Science and Technology (DOST) created by virtue of laws of the Philippines, with principal address at U.P. Technology Park Complex, C.P. Garcia Avenue, U.P. Campus, Diliman, Quezon City 1101, represented in this Agreement by its Director, **FRANZ A. DE LEON, Ph.D.**, hereinafter referred to as the "**CLIENT**";

-and-

The **EXCELLENT GENERAL SERVICES INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at 28 Evangeline Reyes St., BF Resort Village, Talon II, Las Piñas City represented by its President and General Manager, **GINA O. RAMOS**, hereinafter referred to as the "**SERVICE PROVIDER**".

CLIENT and **SERVICE PROVIDER** are collectively called "**PARTIES**".

WITNESS THAT:

WHEREAS, the **CLIENT** needs to maintain a clean and healthy working environment that is conducive to all its officials and employees, as well as in the delivery of its projects and services;

WHEREAS, the **CLIENT** desires to acquire a reputable supplier, which will provide efficient janitorial services and trained janitorial personnel who can provide adequate and reliable maintenance services to ensure its orderliness and sanitation including its buildings, facilities, and grounds to support its day-to-day operation;

WHEREAS, the **CLIENT** applied the sum of Two Million Eight Hundred Thousand Pesos Only (₱2,800,000.00) being the Approved Budget for the Contract (ABC) for the procurement of CY 2024 Provision of Janitorial Services;

WHEREAS, the **CLIENT** advertised the Invitation to Bid (IB) for the above procurement project on its website, PhilGEPS, and conspicuous place reserved for its purpose;

WHEREAS, responding to the IB, only one (1) prospective bidder signified its interest to participate in the said bidding process by purchasing bidding documents, particularly Excellent General Services, Inc.;

WHEREAS, the Opening of Bids was held on 20 November 2023, 9:30 AM via blended meeting arrangement pursuant to Section 12.3 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;

WHEREAS, the **SERVICE PROVIDER** was declared "eligible" for having submitted complete eligibility and technical requirements;

WHEREAS, the **SERVICE PROVIDER** passed the post-qualification pursuant to Section 34, Rule X of the 2016 revised IRR of RA No. 9184;

WHEREAS, the recommendation to award the contract in favor of the **SERVICE PROVIDER** through BAC Resolution No. 23-12-249 dated 12 December 2023 had been elevated by the DOST-ASTI Bids and Awards Committee to the Director for approval; and



WHEREAS, the Director approved the award of contract to the **SERVICE PROVIDER** in the amount of Two Million Seven Hundred Ninety-Eight Thousand Two Hundred Ten Pesos and 88/100 Only (P2,798,210.88).

NOW, THEREFORE, for and in consideration of the foregoing, this Agreement is entered by and between the **CLIENT** and the **SERVICE PROVIDER** with the following covenants, to wit:

I. SPECIFIC UNDERTAKINGS

- A. The **SERVICE PROVIDER** shall provide eight (8) janitorial personnel, one (1) of which shall be designated as janitorial supervisor, who will be assigned to monitor and supervise all janitorial personnel.
- B. Janitorial personnel shall render eight (8) hours of work a day, from Monday to Saturday, with one (1) hour break.
- C. The **SERVICE PROVIDER** shall provide the schedule for the month to be approved by the **CLIENT**. No work shall be rendered or performed during legal and special public non-working days. Daily wage computation shall be based on three hundred thirteen (313) days per year.
- D. Sleeping while on duty is not allowed. The **SERVICE PROVIDER** must impose disciplinary action on its janitorial personnel caught sleeping while on his / her duty.
- E. The **SERVICE PROVIDER** must provide a "substitute or reliever" in case of absence of one or more janitorial personnel to ensure continuous and uninterrupted services, at no cost to the **CLIENT**. Likewise, a log sheet or logbook must be provided by the **SERVICE PROVIDER** to confirm daily logs of all janitorial personnel.
- F. The **SERVICE PROVIDER** shall be responsible, through the assigned area/district supervisor, for directing, overseeing, and monitoring its deployed employees, at least twice a month, to ensure that they efficiently perform their duties and responsibilities as herein indicated.
- G. The **SERVICE PROVIDER** shall always ensure that all the tools and equipment as required in the contract are available for use and that there will be no delay in the provision of general cleaning, maintenance, and other related services.
- H. The **SERVICE PROVIDER** shall hold the **CLIENT** free from any liability arising from loss or damage of such materials and equipment. Appropriate internal control on inventory management shall be implemented by the **SERVICE PROVIDER** and shall be audited by the **CLIENT's** authorized representatives.
- I. The **SERVICE PROVIDER** shall ensure that the janitorial personnel shall be properly uniformed and recognizable with identification (ID) cards within the **CLIENT's** premises.
- J. Observer office rules and regulations prescribed by the **CLIENT** including subjecting all janitors to appropriate security inspections, as applicable.

II. REPRESENTATIONS

The **SERVICE PROVIDER** represents and warrants that:

- A. It has at least three (3) years of experience in providing janitorial and/or housekeeping services;
- B. It is a licensed and registered service provider with the Department of Labor and Employment;
- C. It is duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
- D. It is duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG), and Philippine Health Insurance Corporation (PHILHEALTH);
- E. It is duly registered with the Bureau of Internal Revenue; and



- F. It has a Net Financial Contracting Capacity at least equal to the ABC or Committed Line of Credit at least equal to ten percent (10%) of ABC.

III. QUALIFICATIONS OF JANITORIAL PERSONNEL

- A. One (1) Janitor Supervisor
1. High School diploma and transcript of records must be submitted;
 2. Must be physically fit to work. Medical certificate/clearance from a certified/licensed physician/hospital/health center, as well as drug test results must be submitted;
 3. Must be of good moral character, reputation courteous, alert, and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted; and
 4. At least one (1) year's work experience in relation to serving customer care and/or janitorial services.
- B. Seven (7) Janitorial Personnel
1. Two (2) years completion in high school. Transcript of records must be submitted;
 2. Must be physically fit to work. Medical certificate/clearance from a certified/licensed physician/hospital/health center, as well as drug test results must be submitted;
 3. Must be of good moral character, reputation courteous, alert, and without any criminal or police record. Police and NBI clearances must be submitted; and
 4. At least one (1) year's work experience in relation to serving customer care and/or janitorial services.

IV. PLACE OF ASSIGNMENT

Janitorial personnel shall be assigned to the following addresses of the **CLIENT**:

- A. Five (5) janitorial personnel shall be assigned to DOST-ASTI, with address at DOST-ASTI Bldg., CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City 1101.
- B. Two (2) janitorial personnel shall be assigned to the Electronics Product Development Center (EPDC), with office address at MIRDC Comp., Gen. Santos Ave., Bicutan 1631, Taguig City.
- C. One (1) janitorial personnel shall be assigned to the University of the Philippines (UP) - National Engineering Center (NEC), Junio Hall corner Agoncillo St. and Osmeña Ave., University of the Philippines - Diliman, Quezon City 1101.

V. WORK SCHEDULE

1. DOST-ASTI
- a. Weekdays:
- Four (4) Janitorial Personnel - 7:00 AM to 4:00 PM
 - One (1) Janitorial Personnel - 9:00 AM to 6:00 PM
- b. Weekend (Saturday):
- All Janitorial Personnel - 8:00 AM to 5:00 PM
2. EPDC
- Provide a janitorial force consisting of two (2) janitorial personnel to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays, from 8:00 AM to 5:00 PM.
3. UP-NEC
- Provide janitorial force consisting of one (1) janitorial personnel to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays, from 8:00 AM to 5:00 PM.



VI. SCOPE OF SERVICES

A. GENERAL SCOPE OF WORK

The **SERVICE PROVIDER** shall perform and provide any and all that is necessary to carry out its services, including but not limited to manpower, supervision and management, tools, equipment, supplies and other materials needed to complete its services. Hence, to accomplish their work described herein, the **SERVICE PROVIDER** obligates itself to undertake the following:

1. **DAILY PERIODIC ROUTINE.** The daily routine services of janitorial personnel shall include:
 - a. Sweeping, dusting, mopping, and polishing floors of all rooms, corridors, lobbies, and stairs and entrances or areas which may be specified by the DOST-ASTI and EPDC;
 - b. Cleaning and wiping of all office tables, glass tops, furniture, and fixtures, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors;
 - c. Cleaning and sanitizing of comfort rooms (CRs) at least three (3) times a day, pantries, bath and kitchen sinks and removal of spots or stains from floors and other surfaces;
 - d. Fetching water and filling of container in the CRs when water is not available;
 - e. Cleaning of driveways, parking spaces, and immediate surroundings of the buildings;
 - f. Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the DOST-ASTI, EPDC, and UP-NEC compound;
 - g. Upkeep of indoor potted plants;
 - h. Prepare and serve refreshments during conferences and/or meetings; and
 - i. Maintenance of landscape including but not limited to watering of plants, weeding gardens, trimming trees and shrubs, and keeping green spaces and walkways clear of debris and litter.
2. **WEEKLY PERIODIC ROUTINE.** The weekly routine services of janitorial personnel shall include:
 - a. Spot scrubbing, dirt stain removal and cleaning of chairs, carpets, and rugs;
 - b. Thorough cleaning, washing, and scrubbing of all rooms and CRs facilities;
 - c. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames, and wall hanging objects;
 - d. Washing, scrubbing, stripping, waxing and polishing floors;
 - e. Disinfecting of all bathrooms; and
 - f. Any other works advised by the DOST-ASTI and EPDC in connection with the service.
3. **MONTHLY PERIODIC ROUTINE.** The monthly routine services of janitorial personnel shall include:
 - a. Dusting and removing of cobwebs from the ceiling of the premises;
 - b. Cleaning of ornamental plants and polishing stair railings and metal signs;
 - c. General cleaning of draperies and blinds;
 - d. Spraying of insecticides and other pest control activities, when necessary;
 - e. Refilling of liquid deodorizers, liquid soaps, and among others in all bathrooms; and
 - f. Trimming of grass/shrubs in the DOST- ASTI and EPDC grounds.
4. **QUARTERLY PERIODIC ROUTINE.** The quarterly routine services of janitorial personnel shall include:
 - a. Carrying, transporting or moving of office furniture, equipment or supplies within and/or outside premises as may be assigned from time to time or during major DOST-ASTI activities;
 - b. Report any damage/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair;
 - c. Errand services as required by concerned DOST-ASTI and EPDC units. In performing errand services, the janitorial personnel must fill out a Pass Slip, duly authorized by the Janitor Supervisor, which shall be submitted to the security guard on duty in order to be informed of his/her whereabouts or itinerary in case of the need to be located or contracted; and
 - d. Render extra hours of service during special occasions and affairs celebrated/held by DOST-ASTI.
5. **MISCELLANEOUS ROUTINE AND OTHER SERVICES.** Miscellaneous services to be rendered by janitorial personnel as per request of the concerned units of the DOST-ASTI shall include, but not limited to:
 - a. Carrying, transporting or moving of office furniture, equipment or supplies within and/or outside premises as may be assigned from time to time or during major DOST-ASTI activities;
 - b. Report any damage/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixtures that will need immediate repair;

- c. Errand services as required by concerned DOST-ASTI and EPDC units. In performing errand services, the janitorial personnel must fill out a Pass Slip, duly authorized by the Janitor Supervisor, which shall be submitted to the security guard on duty to be informed of his/her whereabouts or itinerary in case of the need to be located or contracted; and
- d. Render extra hours of service during special occasions and affairs celebrated/held by DOST-ASTI.

B. DUTIES AND RESPONSIBILITIES OF JANITORIAL SUPERVISOR

1. Make rounds to check his/her subordinates, provide special cleaning instructions and/or assignments, and ascertain compliance with directives;
2. Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinate of corrections necessary;
3. Determines materials, supplies needed and timely informs the DOST-ASTI Property and Supply Section (PSS) of the requirement.
4. Trains subordinates in proper cleaning methods, use of equipment, safety practices, and work regulations.
5. Submit to the Chief Administrative Officer (CAO) and/or DOST-ASTI PSS a monthly manpower schedule every first Monday of the month;
6. Submit to the CAO and/or DOST-ASTI PSS a projected monthly and quarterly schedule of cleaning within ten (10) days from the assumption of duties;
7. Evaluate and verify employee performance through a review of completed work assignments. He / She shall submit to the CAO and/or Building Administrator quarterly performance evaluation of the janitorial staff;
8. Ensure compliance and implementation of DOST-ASTI's rules and regulations apart from the cleanliness and sanitation of its premises;
9. Conduct inspection of the premises to ensure clean and safe conditions and inspect equipment for cleanliness and repair;
10. Prepare a daily bathroom cleaning checklist that must be attached to the back of each CR's door;
11. Ensure delivery of supplies needed by its complement for the month and quarter and submit therewith a list/inventory thereof to the CAO and/or Property/Supply Officer every first Monday of the month;
12. Determine the monthly materials, supplies, and equipment needed;
13. Submit every first Monday of the month to the CAO and/or Property/Supply Officer a report of the supplies consumed during the previous month and an inventory of the remaining supplies to be consumed for the year; and
14. Ensure the correctness of daily log entries of all janitorial personnel assigned to the DOST-ASTI.

VII. SUPPLIES, MATERIALS, AND EQUIPMENT

- A. The **SERVICE PROVIDER** must provide the following equipment and materials ten (10) calendar days upon deployment of janitorial personnel to DOST-ASTI and EPDC:

DESCRIPTION	UNIT	QUANTITY		
		DOST-ASTI	EPDC	UP-NEC
EQUIPMENT				
Heavy Duty Floor Polisher (16" or 18" with accessories)	Unit	3	2	1
Heavy Duty Vacuum Cleaner (Wet and Dry)	Unit	1	1	1
High-Pressure Washer	Unit		1	
Mop Squeezer with Bucket	Unit	3	2	1
Caution sign with accessories	Piece	5	5	1
Aluminum Ladder 8 Ft.	Unit	1	1	1
Garden Hose 5/8" x 50" with Nozzle	Roll	2	1	
Grass Cutter	Unit	1	1	
Pail, At least 4 Gal. Capacity	Piece	3	3	1
Garden Shears	Unit	2	1	
Metal Dumpster (At least 600 liters)	Unit	2	2	
MATERIALS				
Dustpan, Plastic/Aluminum	Piece	5	2	1
Ceiling Brooms	Piece	2	1	1
Mop Handle, Aluminum, Heavy Duty	Piece	6	4	1
Glass Squeegee	Piece	2	2	1
Toilet Bowl Pump	Piece	11	6	
Push Brush	Piece	2	2	
Mini shovel Set (Three (3) pcs per set for gardening)	Set	1		
Bolo/Itak with Cover	Piece	1	1	

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Hand Dustpan and Brush	Piece		2	
Dust Grabber (Duster)	Piece	2	1	1

- B. The following supplies and consumables must be provided to the DOST-ASTI and EPDC on a monthly basis, specifically every first Monday of the month:

DESCRIPTION	UNIT	QUANTITY		
		DOST-ASTI	EPDC	UP-NEC
Round Cloth Rags	Kilogram	1.5	1.5	0.5
Flannel rags (Pranela)	Piece	15	10	2
All Purpose Cleaner	Gallon	2	1	1
Powdered soap	Kilogram	8	2	1
Bleaching Solutions (Ex. Clorox)	Gallon	8	1	
Hand Liquid Soap 500 mL/Bottle (With Container for sink)	Bottle	20	4	
Bathroom Deodorizer (Cake)	Piece	48	15	
Toilet Bowl and Urinal Cleaner (Ex. TBC)	Gallon	4	1	
Furniture Polish 330 mL per Can	Can	5	1	1
Emulsion Wax	Gallon	4	1	1
Garbage Bag (Biodegradable/Compostable), Extra Large (One (1) pack = ten (10) pcs)	Pack	12	12	
Garbage Bag (Biodegradable/Compostable), Large (One (1) pack = ten (10) pcs)	Pack	12		2
Garbage Bag (Biodegradable/Compostable), Medium (One (1) pack = ten (10) pcs)	Pack	12		2
Garbage Bag (Biodegradable/Compostable), Small (One (1) pack = ten (10) pcs)	Pack		5	
Steel Wool	Piece	16		
Carpet Shampoo	Gallon	2		
Carpet Stain Remover	Gallon	2		
Dishwashing Liquid	Gallon	6	3	
Scouring Pad / Hand Pad	Piece	4	2	
Sponge	Piece		5	
Toilet Tissue Paper (Twelve (12) Rolls per Pack)	Pack	28	5	

- C. The following supplies and consumables must be provided to the DOST- ASTI in a quarterly basis and delivered every 15th day of the first month of the quarter:

DESCRIPTION	UNIT	QUANTITY		
		DOST-ASTI	EPDC	UP-NEC
Soft Broom	Piece	2	2	1
Stick Broom	Piece	4	2	
Toilet Bowl Brush	Piece	4	2	
Fabric Conditioner	Gallon	4	2	2
Mop Head	Piece	5	2	
Floor Polishing Pad	Piece	5	3	1
Air Freshener, 300ml	Canister	8	3	
Insecticide Spray, Odorless 500 mL	Canister	5	3	2
Hand Gloves	Pair	2	2	1
Stripping Pad	Piece	5	1	
Doormat, Rectangular Shape (for Comfort Rooms)	Piece	12	10	

VIII. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES

- A. Provide each Janitorial Personnel with at least two (2) sets of appropriate uniforms, protective gear, if necessary, and ensure that they shall always observe proper personnel hygiene and appear neat and clean. The **SERVICE PROVIDER** shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;
- B. Pay its personnel not less than the minimum wage and other benefits mandated by law. The **SERVICE PROVIDER** shall provide the janitorial personnel with their monthly pay slip containing the necessary information on it. The **SERVICE PROVIDER** shall comply with the laws governing labor standards and employee's compensation.
- C. Notify the janitorial personnel, at the time of hiring, as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
1. The rate of wages payable;

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2. The method of calculation of wages;
 3. The periodicity of wage payment - the hour, day, and place of payment; and
 4. Any increase or change with respect to any of the foregoing items during the existence of the contract.
- D. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:
1. Recruitment of personnel;
 2. Salaries of personnel;
 3. Attendance / leave credits;
 4. Performance standards;
 5. Sanctions for violation(s) of company rules and regulations;
 6. Equipment of supplies; and
 7. Duties/functions/responsibilities of personnel.

IX. OBLIGATIONS OF THE CLIENT

- A. The **CLIENT** will provide a storage area for all equipment, to be provided by the **SERVICE PROVIDER**, in carrying out its services. Said equipment shall be returned to the **SERVICE PROVIDER** only at the end of the contract or upon termination, hence, cannot be pulled out from **CLIENT** at any time within the contract period.

X. EFFECTIVITY OF THE AGREEMENT

- A. This Agreement shall take effect for a period of one (1) year, **starting 01 January 2024 until 31 December 2024**, unless sooner terminated by the **CLIENT**.
- B. The **CLIENT** shall have the sole option to cancel/terminate this Agreement at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by the **SERVICE PROVIDER** and/or its janitorial personnel is substandard and/or unsatisfactory: Provided, that the **SERVICE PROVIDER** shall be notified in writing at least fifteen (15) calendar days prior to the effective cancellation/termination.
- C. In cases where the **SERVICE PROVIDER** causes injury or irreparable damage to the property of the **CLIENT**, its officers, employees, among others, or its continuing presence poses a threat to the life and property of the latter due to the **SERVICE PROVIDER's** involvement in unlawful and/or illegal acts, the **CLIENT** may immediately notify the **SERVICE PROVIDER** of such fact in writing and this Agreement is deemed cancelled and/or terminated without waiting the lapse of fifteen (15) calendar days.

XI. TERMS OF PAYMENT

- A. The total contract price is **Two Million Seven Hundred Ninety-Eight Thousand Two Hundred Ten Pesos and 88/100 Only (P2,798,210.88)**.
- B. Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the **SERVICE PROVIDER**. Services shall only be billed based on the actual services received by the **CLIENT**, hence, may be computed by a fraction of a month.
- C. The **SERVICE PROVIDER** shall furnish the **CLIENT** a billing, together with copies of payroll, remittances with official receipt of SSS, PAG-IBIG, PHILHEALTH, and other state insurance fund contributions for all janitorial personnel assigned, every 15th day of the month. Should the **SERVICE PROVIDER** fail to comply, the **CLIENT** shall withhold the payment for the current month until the latter shall have complied with subject requirement.

XII. OTHER MATTERS

- A. The **SERVICE PROVIDER** shall furnish the **CLIENT** with a valid and sufficient Performance Bond in accordance with the rules set forth under RA No. 9184 and its 2016 revised IRR;



- B. It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives, and agents. The **CLIENT** shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or during the performance of the functions of the janitors pursuant to this contract.
- C. The **SERVICE PROVIDER** shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The **CLIENT** may suspend or withhold whatever contract payments may be due the **SERVICE PROVIDER** should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the **SERVICE PROVIDER**, or go after the Performance Bond set forth in this Contract Agreement. Likewise, the **CLIENT** has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.
- D. The **SERVICE PROVIDER** shall maintain effective discipline and full control and supervision over the janitorial personnel assigned under this Contract Agreement, as well as the manner of performance of their duties. However, the **SERVICE PROVIDER** binds itself to cause the implementation and enforcement of all rules, regulations or directives that the **CLIENT** may issue concerning the conduct of said janitorial personnel.
- E. The **SERVICE PROVIDER** and its janitorial personnel shall undergo periodic performance evaluation which shall serve as the basis of continuation of its services.
- F. The **SERVICE PROVIDER** shall provide three (3) units of official cellphone with load allowance, specifically one (1) at DOST-ASTI, one (1) at EPDC, and one (1) at UP-NEC, for the janitorial personnel assigned in DOST-ASTI and EPDC to be used for official business only.
- G. The **SERVICE PROVIDER** agrees that the **CLIENT**, through the DOST-ASTI PSS, reserves the right to screen and accept or deny the deployment of any personnel recommended by the **SERVICE PROVIDER**.
- H. It is understood that janitorial services are essential to the daily operations of the **CLIENT**. Hence, the contract for the Provision of Janitorial Services *may be extended or renewed* subject to the external provider's performance evaluation pursuant to Government Procurement Policy Board (GPPB) Resolution No. 06-2022, dated 12 September 2022.
- I. The terms and conditions of this Contract may be amended by the **CLIENT** and **SERVICE PROVIDER** in the following instances as provided for in GPPB Resolution No. 06-2022, dated 12 September 2022:
1. A price adjustment was prescribed by laws, rules and regulations, and other issuances, such as wage orders issued by the National Wages and Productivity Commission, promulgated after the bid opening, in accordance with Section 61.2 of the 2016 revised IRR of RA No. 9184 which shall be applied on a "no loss, no gain" basis, such that neither party gains nor loses anything from the resulting price adjustment; or
 2. An increase or decrease in the quantity of items that were determined to be necessary by the **CLIENT**, subject to the following:
 - a. The unit prices for the increased or decreased items are the same as, or lower than those in the existing contract; and
 - b. Any increase in the quantity of items shall not result in more than twenty-five percent (25%) increase in the amount of the original contract price and the updated contract price shall be within the threshold for the applicable alternative method of procurement.



**ADVANCED SCIENCE AND TECHNOLOGY
INSTITUTE**

EXCELLENT GENERAL SERVICES, INC.

by:



FRANZ A. DE LEON, Ph.D.
Director

by:

GINA O. RAMOS
President and General Manager

SIGNED IN THE PRESENCE OF


MAY C. CAYABANA

Chief Administrative Officer

CERTIFIED FUNDS AVAILABLE

ORS NO. 011011012024-01-000004 Pp 2,798,210.88


GAY CONCEPCION S. BUGAGAO
Accountant III

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the _____ of _____, personally appeared **Franz A. De Leon** with **Identification No. S0023146A (Passport)** issued on **12 November 2021** at **DFA, Manila** and **Gina O. Ramos** with Identification No. _____ issued on _____ at _____, both known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only ten (10) pages, including this page in which this Acknowledgment is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

