

CONTRACT AGREEMENT
(Laundry Services for CY 2024)

THIS AGREEMENT made this APR 03 2024 between **JOHN HAY MANAGEMENT CORPORATION**, with office address at John Hay Special Economic Zone, Baguio City, Benguet (hereinafter called "**JHMC**") of the one part and **MARIA GRACIA E. CASEM**, doing business under the name and style of **344 LAUNDRY SERVICES**, with office address at Blk 7, Lot 3, Bermuda Hills Subdivision, Baguio City, Benguet (hereinafter called "**SERVICE PROVIDER**") of the other part;

WHEREAS, **JHMC** invited Bids for services, particularly procurement of Laundry Services for CY 2024 and has accepted a Bid by the **SERVICE PROVIDER** for the supply of the laundry services in the sum of Seven Hundred Forty Thousand Pesos (PhP740,000.00) (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this AGREEMENT, viz.:
 - i. Request for Quotation (*Annex "A"*);
 - ii. Scope of Services (*Annex "B"*);
 - iii. Winning bidder's bid, including the Eligibility requirements, and all other documents or statements submitted.
3. In consideration for the sum of **Seven Hundred Forty Thousand Pesos (PhP740,000.00)** or such other sums as may be ascertained, **SERVICE PROVIDER** agrees to deliver the services in accordance with her Bid.
4. **JHMC** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398, the **SERVICE PROVIDER** shall:
 - a. Pay taxes in full and on time; and,
 - b. Regularly present, within the duration of the AGREEMENT, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of her income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
6. The **SERVICE PROVIDER** has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this AGREEMENT and performance of her obligations thereunder. Violations of this provision shall be a ground for immediate termination of this AGREEMENT.
7. The **SERVICE PROVIDER** shall not assign this AGREEMENT or subcontract the performance of any portion of it, without **JHMC**'s prior written consent. Prior to assignment or subcontracting and the approval by **JHMC** thereof, the **SERVICE PROVIDER** must disclose to **JHMC** the name of her assignee/s or subcontractor/s who/which should have a written agreement/s with the **SERVICE PROVIDER** indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all


RAMON ESPANILLO


BENJAMIN QUIÑO


MARIA GRACIA E. CASEM


ALLAN R. GARCIA

the terms and conditions of this AGREEMENT, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this AGREEMENT; and (iii) the detailed terms of the assignment/sub-contract.

8. **Employment Relations.** There shall be no employer-employee relationship between **JHMC** and the **SERVICE PROVIDER**.

The **SERVICE PROVIDER** represents and acknowledges that the Services being engaged and offered are strictly for and in relation to the specified services required by **JHMC**.

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.



ALLAN RAZON GARCIA
President and CEO
Board Resolution No. 2024-0313-043
Dated 13 March 2024



MARIA GRACIA E. CASEM,
*doing business under the
name and style of 344
LAUNDRY SERVICES*

for:

**JOHN HAY MANAGEMENT
CORPORATION**

Signed in the presence of:



BENJAMIN P. QUIÑO
General Services Manager, JHMC



RAMON ESPANILLO
Manager, 344 Laundry Services

Certified Availability of Funds:

CAF No.: CAF 24-03-058

BUR No.: 02-2024-03-0264



JOSEPHINE Q. TECAN
Accountant, JHMC

ACKNOWLEDGEMENT

Republic of the Philippines)
Baguio City) SS.

BEFORE ME, a Notary Public in and for Baguio City, personally appeared the following:

Name	Identification Document	Date/Place of Issue
Allan Razon Garcia	LTO Driver's License No. N05-82-036-118	Until 2028/ Angeles City Pampanga
Maria Gracia E. Casem	LTO Driver's License No. A01-14-001179	Until 2024/ Baguio City Benguet

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they represent.

This Agreement, consisting of three (3) pages including this page where the Acknowledgment is stated, relates to the Contract Agreement for the Laundry Services for CY 2024 between John Hay Management Corporation and Maria Gracia E. Casem, doing business under the name and style of 344 Laundry Services. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on APR 03 2024 in Baguio City, Philippines.

Doc. No. 267
Page No. 55
Book No. XVI
Series of 2024.

Atty. **BANJAN KALYL U. WANGET**
Notary Public for and in the City of Baguio
NA 163-NC-22-R; Valid until 12/31/2024
Roll No.: 73737; 06/20/2019
PTR No. 6835582(2024); 01/03/2024; Baguio City
IBP No. 330146(2024); 12/18/2023
Rm. 205 & 304 Gamboa Building, 118 Session Rd., Baguio City
Mobile no.: 0956-974-4522

RAMON ESPANILLO

BENJAMIN F. OJINO

MARIA GRACIA E. CASEM

ALLAN R. GARCIA

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
PROFESSIONAL DRIVER'S LICENSE



Signature of Licensee

Last Name, First Name, Middle Name
GARCIA, ALLAN RAZON

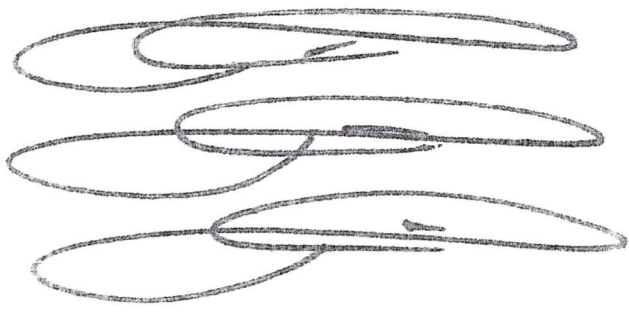
Nationality - Sex - Date of Birth - Height (ft) - Weight (kg)
 PHL - M - 1957/04/27 - 52 - 60

Address
**724 VALENZUELA ST. LOURDES BLDG EAST
 ANGELES CITY PAMPANGA**

License No. - Expiration Date - Agency Code
NDS-82-056118 - 2000/09/27 - 026

Blood Type: Eyes Color: Hair Color:
 Restrictions: 1, 2, 3 - BLACK - NONE

Signature of Issuing Authority
EMILIO C. REALMAYOTE
 Issuing Authority



IN ORGAN EMERGENCY:
 I WILL NOT DONATE ANY ORGAN
IN CASE OF EMERGENCY NOTIFY:
 NAME: EMILIO GARCIA
 ADDRESS: LOURDES BUILDING ANGELES CITY PAMP
 TEL. NO.: 0917887763

RESTRICTIONS:
 1. AUTOMOBILES/MOTORCYCLES
 2. VEHICLE UP TO 4500 KG G.V.W.
 3. VEHICLE ABOVE 4500 KG G.V.W.
 4. AUTOMATIC CLUTCH UP TO 4500 G.V.W.
 5. AUTOMATIC CLUTCH ABOVE 4500 G.V.W.
 6. ARTICULATED VEHICLE 1600 KG G.V.W. AND BELOW
 7. ARTICULATED VEHICLE 1600 UP TO 4500 G.V.W.
 8. ARTICULATED VEHICLE ABOVE 4500 & ABOVE G.V.W.

CONDITIONS:
 1. WEAR EYEGLASSES
 2. HAVE FRESH VISIONAL COPY FOR EVERY LICENSE
 3. MUST BE IN FULL COMPLIANCE WITH L.A.O.
 4. DAYLIGHT DRIVING ONLY
 5. ACCOMPANIED BY A PERSON OF LEGAL AGE AND

Serial Number
072568819

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name Middle Name
CASIM, MARIA GRACIA ESPANILLO
Sex: F Date of Birth: 1963-09-06 Height (cm): 1.53

Address: **LEGARDA EXT LEGARDA BURGHELLI KIBAD
CASILING CITY BENGUET**

Identification No: **001179** Application Date: **2021/09/24** Authority: **DOT**

Height: **BROWN**
Conditions: **NONE**

[Signature]
EDUARDO MALVASIE
Assistant Director

Signature of Licensee

Casim
Casim
Casim



Certificate Numbers:
SCP000466Q
SCUK004591E

SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES) Sc.

_____ BAGUIO CITY)

I, **TEDDY ESTEBAN F. RIGOROSO**, of legal age, married, with office address in Rigoroso Galindez Rabino Laron & Maristela Law Offices, 901 Fil Garcia Tower, 140 Kalayaan Avenue, Diliman, Quezon City, Metro Manila, Philippines, being the Corporate Secretary of the John Hay Management Corporation (JHMC), after having been duly sworn in accordance with law, hereby CERTIFY, that during the 249th Regular Meeting of the JHMC Board of Directors held on 13 March 2024 in the Board Room, JHMC Office Building, Camp John Hay, Baguio City, where a quorum was present, upon motion made and duly seconded, the Board passed and approved the following resolution:

*John Hay Management Corporation
Board Resolution No. 2024-0313-043*

Resolve, as it is hereby **resolved**, that the **John Hay Management Corporation ("JHMC") Board of Directors** hereby:

- 1) **Approves** the Contract for the Laundry Services for CY 2024 and any extensions thereof in accordance with Republic Act No. 9184;
- 2) **Authorizes** the JHMC President and Chief Executive Officer, Allan R. Garcia, to sign the Contract for and on behalf of JHMC; and

Resolved, finally, that this Resolution shall take effect immediately on 13 March 2024 and shall supersede all prior JHMC resolutions, instructions, memoranda, circulars, or instruments inconsistent herewith.

MAR 25 2024

IN WITNESS WHEREOF, I have set my hand this ___ day of _____ 2024 in BAGUIO CITY

ATTY. TEDDY ESTEBAN F. RIGOROSO
Corporate Secretary

MAR 25 2024

SUBSCRIBED AND SWORN TO before me this ___ day of _____ 2024 in BAGUIO, CITY affiant exhibiting to me his IBP Identification Card No. 42240.

Doc No.: 79
Page No.: 16
Book No.: IX
Series of 2024

GRAY S. TAMBIAC
Notary Public for Baguio City
Notarial Commission N.A. 167-NC-22-R
My Commission Expires on December 31, 2024
Roll No. 63487; 05-08-14; Manila
MCLE COMPLIANCE No. VII-0010149; 2-15-22
PTR No. 6881954; 01-03-2024; Baguio City
IBP O.R. No. 389872; 01-02-24; Baguio Baguio Chapter

JHMC shall pay the Winning Bidder within fifteen (15) working days from receipt of all the documents required by JHMC for payment, including, but not limited to the Statement of Account (SOA) and other supporting documents that may be required.

6. Responsibility of the Winning Bidder

6.1 The Winning Bidder shall:

- a) maintain a quality control over its laundry supplies and machineries;
- b) ensure environmentally responsible cleaning supplies and machineries;
- c) ensure and maintain a dependable quality and good fabric care; and,
- d) ensure that the garments are fresh and clean to preserve the appearance and fabric quality.

6.2 The Winning Bidder is required to pick-up and deliver laundry twice per week, every Tuesdays and Fridays or as the need arises.

6.3 In the event that JHMC is not satisfied with the cleanliness of the garment(s) or the service provided, the Winning Bidder shall provide the same service(s) again **at no additional charge**.

6.4 If any piece(s) of garment(s) is (are) damaged, the Winning Bidder shall **provide a credit on the invoice in the amount of the current value of the garment(s)**.

7. Other Conditions

7.1 JHMC is closed for specific holidays during the calendar year. In the event that the pick-up and/or delivery of laundry would fall on the holiday(s), the Winning Bidder shall pick-up/deliver said garments on the next working day.

7.2 The Winning Bidder shall make an express statement under contract that it is an independent service provider, possesses the necessary machinery to perform all the obligations stated herein and is a duly registered entity to conduct such business.

Prepared by:


RENEGADE C. BAYOG
Property Custodian

Recommending Approval:


BENJAMIN P. QUIÑO JR.
GS Manager


EDSEL U. COLCOL
AS manager

Approved by:


JANE THERESA G. TABALINGCOS
Vice President and COO

OVP/COO-202312-
ASD-GSD-1291
01162024