

SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

CLARK INTERNATIONAL AIRPORT CORPORATION (CIAC), a corporation duly organized and existing under Philippines laws, with office address at Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga, represented by its **President & CEO, GEN. AARON N. AQUINO (RET.)**, hereinafter referred to as the **"PRINCIPAL"**.

- and -

(SERVICE PROVIDER), a corporation duly organized and existing under Philippine laws, with office address at _____, represented by _____, hereinafter referred as the **"SERVICE PROVIDER"**.

WITNESSETH

WHEREAS, the **SERVICE PROVIDER**, duly registered with the **Department of Labor and Employment** under **Certificate of Registration No. _____**, issued by **DOLE - National Capital Region** on _____, is an independent service provider with substantial capital, equipment and expertise, primarily engaged in the business of providing contracted services;

WHEREAS, the **PRINCIPAL** is need of a **SERVICE PROVIDER** to provide qualified manpower through outsourcing services;

WHEREAS, the **PRINCIPAL** conducted bidding for the selection of a **SERVICE PROVIDER** to provide said manpower services under RA 9184.

WHEREAS, the contract was eventually awarded to the **SERVICE PROVIDER**.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows:

A. Services to be Provided:

7 Months:

- ✓ 1 GIS Support Staff - MIS/GIS Department
- ✓ 1 Collection Assistant - Treasury Department
- ✓ 2 Encoders/Administrative Assistants– HR Department
- ✓ 3 Administrative Assistants - Special Concerns Department, Community Relations Department and Safety and Environmental Management Office
- ✓ 2 Account Specialists - Marketing Department
- ✓ 1 Junior Architect –Corporate Planning Department
- ✓ 1 Secretary - Engineering & Maintenance Department

5 Months:

- ✓ 3 Programmers - MIS/GIS Department

14 Total of Support Services

B. Place of Work; Compliance with Labor Standards and Occupational Health and Safety, and Administrative Fee

For and in consideration of the amount herein stated, the **SERVICE PROVIDER** hereby agrees to render and perform the contracted services at the premises/offices and/or locations designated by the **PRINCIPAL**, in accordance with the objective/s desired to be achieved and within the period required by the **PRINCIPAL**. Both parties shall ensure that the place of work is safe, healthful and does not expose the employees from any hazardous chemicals or substances.

The **SERVICE PROVIDER** shall have control of the manner and means of performing the contracted services under this Contract, and shall complete the work in accordance with its own means and methods, in conformity with the standards of the **PRINCIPAL**.

The **SERVICE PROVIDER** shall have the responsibility to pay the wages, salaries, and benefits due its employees, agents, and representatives in accordance with Labor Standards. The **SERVICE PROVIDER** shall likewise remit to the proper government agencies all withholding taxes, SSS, Pag-ibig and Philhealth premiums in accordance with existing laws. The **SERVICE PROVIDER** shall promptly submit satisfactory proof to the **PRINCIPAL** that it has registered all its personnel, assigned to perform the work and services under this Contract, with the Social Security System and other appropriate government agencies, as required by law.

The **PRINCIPAL** shall pay the **SERVICE PROVIDER** an Administration Fee indicated in the Standard Computation (Annex A) and Schedule of Fees and Charges (Annex C).

C. Capacity to Carry Out the Contract

The **SERVICE PROVIDER** hereby declares that it has the financial capacity to undertake the project by having a **Net Financing Contracting Capacity**, or **NFCC**, equivalent to _____ which is more than the Approved Budget for the Contract (ABC) for this project. The NFCC computation is based on the formula provided under the **Revised Rules Implementing RA 9184** and likewise under **Department Order 174** of the **Department of Labor and Employment**.

D. Consideration

For and in consideration of the service/s rendered, the **PRINCIPAL** hereby agrees to pay the **SERVICE PROVIDER** the amount of _____
_____ (**Php** _____) per month as



provided in the **"Monthly Billing Rates"** hereto attached as **Annex "A"** and made an integral part of this Contract. The rates quoted are based on an actual eight (8) hours work per day per **SERVICE PROVIDER's** Personnel including government mandated contribution and Administration Service Fee, subject to deduction from the billing of the amount equivalent for every man-hour lost due to absence and/or tardiness incurred by the **SERVICE PROVIDER's** Personnel.

The rates, however, shall be adjusted in case of future modification of basic salaries, wage increases, benefits, mandatory government premium contributions and other charges including taxes, if applicable. The **PRINCIPAL** shall inform the **SERVICE PROVIDER** within sixty (60) working days upon receipt of the billing documents if there is any discrepancy in the computation or there is/are lacking document/s to support the billing; otherwise, the billing shall be considered final and payable within sixty (60) working days from receipt of the same.

E. Liability for Losses and Damages

The **SERVICE PROVIDER** shall be liable for losses and damages on the properties, facilities, including monetary or financial losses of the **PRINCIPAL** which may be caused through the gross negligence or fault of the **SERVICE PROVIDER's** Personnel assigned to the **PRINCIPAL** while in the performance of their official duties; provided that such losses or damages are brought to the attention of **SERVICE PROVIDER** in writing within the duration of the contract.

F. Change/Replacement of Personnel

Should the **PRINCIPAL** find any of the **SERVICE PROVIDER's** Personnel undesirable, with unsatisfactory performance or commits acts inimical to the interest of the **PRINCIPAL**, the **SERVICE PROVIDER** shall, within five (5) working days from the **PRINCIPAL's** written request for replacement citing therein the reason/s for such request, replace such personnel concerned with one acceptable to the **PRINCIPAL**. All administrative acts relative to replacement or change of personnel shall be done by **SERVICE PROVIDER**.

G. Performance Security

To guarantee the faithful performance of the **SERVICE PROVIDER** under this contract, it shall post upon signing of this Contract a performance security in accordance with the following schedule.

1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank; five percent (5%) of the total contract price
2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; five percent (5%) of the total contract price
3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; thirty percent (30%) of the total contract price



4. Any combination of the foregoing - Proportionate to share of form with respect to the total amount of security

H. Additional Documents to this Service Agreement

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

1. Standard Cost of Computation (Annex A)
2. Support Service Specifications (Annex B)
3. Schedule of Fees and Charges (Annex C)
4. Bid Form
5. Schedule of Requirements
6. Technical Specifications with Statement of Compliance
7. General Condition of the Contract
8. Special Conditions of the Contract
9. Entity's Notification of Award
10. Supplemental/Bid Bulletin, if any

I. Term or Duration of the Service Agreement

This contract shall be valid for a period of seven (7) months, commencing on June 1, 2022 to December 31, 2022. This Contract may be subsequently renewed or extended for the same period under the terms and conditions mutually agreed upon by the parties.

The **PRINCIPAL** may terminate the Contract, in whole or in part, at any time for its convenience pursuant to the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No.018-2004 dated 22 December 2004.

The **PRINCIPAL** shall evaluate the performance of the **SERVICE PROVIDER** (including its personnel) every three (3) months, whether or not the **SERVICE PROVIDER** complies with the Technical Specifications/Terms of Reference of the project. Otherwise, CIAC may pre-terminate the contract within thirty (30) days after receipt of notification from CIAC for violation of any provision of the contract or once CIAC's Rationalization/Reorganization Plan is approved and implemented.

J. Non-Disclosure of Information

SERVICE PROVIDER agrees and undertakes not to deliberately and maliciously disclose to any THIRD PARTY any and all material and confidential information pertaining to the **PRINCIPAL** which the **SERVICE PROVIDER** or its employees may have reacquired or which may have been disclosed to them in course of the performance of the Outsourced Services, unless otherwise specifically authorized by the **PRINCIPAL** for a particular transaction. **SERVICE PROVIDER** shall take the necessary steps to cause its officers, agents, and employees to observe the provisions hereof as may be reasonably expected under the circumstances.



IN WITNESS WHEREOF, the parties have signed these presents at _____ on _____.

CLARK INTERNATIONAL AIRPORT CORPORATION (CIAC)

SERVICE PROVIDER

By:

By:

GEN. AARON N. AQUINO (RET.)
President & CEO

President/ Authorized Representative

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
) ss.

Before me, a Notary Public for and in the above jurisdiction on this _____, personally appeared:

<u>Name Presented</u>	<u>Proof of Identity</u>	<u>Type of Proof</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as of the corporations which they represent and that they are duly authorized to sign the same.

This instrument, referring to SERVICE AGREEMENT, consists of five (5) pages, including this page where the acknowledgement is written and has been signed on each and every page by the parties and their instrumental witnesses.

WITNESS MY HAND AND OFFICIAL SEAL at the place and on the day, month and year first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022