

JANITORIAL SERVICES CONTRACT AGREEMENT CY 2025

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is executed this MAR 07 2025 day of 20, by and between:

PHILIPPINE COCONUT AUTHORITY a government-owned and controlled corporation created and existing under P.D. 1468, as amended, with office address at Elliptical Road, Diliman, Quezon City and herein represented by its **Administrator DEXTER R. BUTED** hereinafter referred to as the "**PCA**".

and

D'TRIUMPH CLEANERS & ALLIED SERVICES, INC., a business firm providing janitorial services, organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit 202-204 Maraudi Building, E. Aguinaldo Hi-Way, Niog 2, Bacoor City, Cavite, represented by its President, **MARION M. MAALA**, hereinafter referred to as the "**D'TRIUMPH**".

WITNESSETH:

WHEREAS, the PCA needs a contractor to provide janitorial and other related services for its Central Office located in PCA R&D Building, Elliptical Road, Diliman, Quezon City;

WHEREAS, the PCA conducted an advertised public bidding for the procurement of Eleven (11) months janitorial services covering the period of Feb 1 to December 31, 2025 in accordance with Republic Act (R.A.) No. 9184 (The Government Procurement Reform Act) and its Revised Implementing Rules and Regulations (IRR);

WHEREAS, after evaluation and post-qualification, the D'TRIUMPH was found to be the Lowest Calculated Responsive Bidder under CO BAC Resolution No. 12, Series of 2025 to provide janitorial services to the PCA;

WHEREAS, by the virtue of a conforme letter, hereto attached as Annex "A", the Agency provided the authority to accept the award of contract for the subject procurement with the adjustments from the original Eleven (11) Month Janitorial Services Contract to Ten (10) Month Janitorial Services Contract;

WHEREAS, the D'TRIUMPH, having been evaluated to be the Lowest Calculated Responsive Bidder, was awarded a 10 Month Security Services Contract for the period March 1-December 31, 2025, and it has accepted the award per Notice of Award hereto attached Annex "B";

WHEREAS, the Entity invited Bids for ancillary services, particularly ten (10) month Janitorial Services for Central Office CY 2025 in the sum of **FOUR MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED SIXTY-SEVEN AND 73/100 (Php4,378,267.73)** (hereinafter called "the Contract Price").

NOW THEREFORE, premises considered, the parties hereto have mutually agreed as follows:

1. In this agreement words and expressions shall have the same meanings as respectively assigned to them in Paragraph 1 (1.1,1-n) of the General Conditions of the Contract.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conformer thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract
3. In consideration of the payment of the contract price or part thereof by the PCA respectively as the authorized paying agency, the supplier hereby covenants with PCA to provide the goods/services and to remedy all defects therein in conformity with the required specifications in annex "D" and in all defects and deficiencies in the delivered goods/services in terms of quality shall be corrected by the supplier immediately to commence not later than five (5) days upon receipt of notice of defects from PCA. The replacement of deficient quantities shall be delivered to the designated location duly covered by replacement delivery invoice which shall be duly received by PCA authorized accountable personnel.
4. The SUPPLIER agrees to furnish the PCA all such documents, data and information as may be necessary arising from the delivery and receipts of the goods/services by the PCA or its duly authorized representatives as may be required by PCA, for purposes of monitoring and ensuring the deliveries and acceptance have been complied with in accordance with the provisions of the terms and conditions of the contract to the satisfaction of all parties and to facilitate the timely payments of the contract price or part thereof due and demandable thereon.
5. The PCA hereby covenants to pay the SUPPLIER the contract price or parts thereof, or such other sums as may become payable upon faithful compliance with the terms and conditions and in the manner prescribed by this contract agreement.
6. If the SUPPLIER fails to satisfactorily deliver any or all of the Goods/services within the delivery period specified in the Schedule of Requirements herein attached as Annex "C", from receipt of the Notice to Proceed, inclusive of duly granted time extensions, if any, the PCA shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages for every day of delay, at least equal to one-tenth of one percent (0.10%) of the cost of the delivered price of delayed Goods/services or part thereof of delay until actual delivery. Once the maximum, amounting to ten percent (10%) of the Contract Price, is reached, the PCA shall rescind the contract, without prejudice to other courses of action and remedies open to it.

IN WITNESS HEREOF, 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.


PHILIPPINE COCONUT AUTHORITY

D'TRIUMPH CLEANERS & ALLIED
SERVICES, INC.

By: 
DEXTER R. BUTED
Administrator 

By: 
MARION M. MAALA
Authorized Representative

Signed in the presence of:


MYLIN M. LEAL
Corporate Secretary

ACKNOWLEDGEMENT

Republic of the Philippines)
PROVINCE OF CAVITE s.s.

BEFORE ME, as Notary Public for and in ~~BACOR CITY~~ personally appeared **DEXTER R. BUTED**, Administrator and authorized representative of the Philippine Coconut Authority, with ID No. _____, and **MARION M. MAALA**, authorized representative of D'TRIUMPH CLEANERS & ALLIED SERVICES, INC. with ID No. 33-8354522-1 both known to me and to me known as the same persons who executed the foregoing Contract Agreement for the Janitorial Services CY 2025 and they acknowledged to me that the same is free and voluntary act and deed of the principals they respectively represent.

WITNESS MY HAND AND SEAL this MAR 07 2025 day of 20.

Notary Public


ATTY. RICARDO S. DE LEON, SR.

Notary Public

Until 31 December 2025

IBP ROLL No. 15364

IBP No. 492348, 01-02-2025, Cavite

PTR No. 2776789, 01-02-2025, Bacoor City

TIN No. 223-935-704-000

MCLE Compliance No. IV0006625/2015

De Leon and De Leon Law Office

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Doc. No. 521;
Page No. 106;
Book No. CXLIII
Series of 20 25.

