



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE
PHILIPPINE COCONUT AUTHORITY
Elliptical Road, Diliman, Quezon City 1101 Philippines
Tel. Nos.: (02) 8928-4501 to 09 Fax No.: (02) 8926-7631
<http://www.pca.da.gov.ph>

NOTICE OF AWARD

26 May 2021

MS. MARION M. MAALA

President

D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.

394 San Nicolas 3, Molino Road

Bacoor City, Cavite 4102


Dear Ms. Maala:

Please be informed that the proposal you submitted for the Ten (10) Month Janitorial Services Contract for CY 2021 in the amount of PESOS : **THREE MILLION THREE HUNDRED THREE THOUSAND EIGHT HUNDRED ONE and 60/100** (Php3,303,801.60) is hereby accepted.

However, adjustment from Ten (10) month to Seven (7) month Janitorial Services Contract is imperative including the corresponding adjustment in the contract amount from PESOS : **THREE MILLION THREE HUNDRED THREE THOUSAND EIGHT HUNDRED ONE and 60/100** (Php3,303,801.60) to PESOS : **TWO MILLION THREE HUNDRED TWELVE THOUSAND SIX HUNDRED SIXTY ONE and 12/100** (Php2,312,661.12) due to the approved contract extensions.

In view hereof, you are hereby required to provide within five (5) days after receipt of this Award, the performance security in the form and amount stipulated in the Instructions to Bidders. Failure to provide the required performance security shall constitute sufficient ground for cancellation of the award and the forfeiture of the bid security posted in the bidding.

Very truly yours,


BENJAMIN R. MADRIGAL, JR.
Administrator

Conforme:


MS. MARION M. MAALA

DATE: _____

"A food-secure Philippines with prosperous farmers and fisherfolk"



JANITORIAL MANPOWER SERVICES CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made this ____ day of JUL 05 2021 2021 entered into by and between:

PHILIPPINE COCONUT AUTHORITY (PCA), a government-owned and controlled corporation created and existing under Presidential Decree (P.D.) No. 1468, as amended, with principal office at PCA R&D Building, Elliptical Road, Diliman, Quezon City, and herein represented by its Administrator **BENJAMIN R. MADRIGAL, JR.**, 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 "AGENCY."

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 ten (11) months janitorial services 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 Agency was found to be the Lowest Calculated Responsive Bidder 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 Ten (10) Month Janitorial Services Contract to Seven (7) Month Janitorial Services Contract;

WHEREAS, the Agency, having been evaluated to be the Lowest Calculated Responsive Bidder, was awarded a Seven (7) Month Janitorial Services Contract for the period June 1, 2021 to December 31, 2021, and it has accepted the award per Notice of Award hereto attached Annex "B";

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:



1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in paragraph 1 (1.1, a-n) of the General Conditions of Contract.
2. The following documents shall form integral parts of this Contract as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the Terms and Conditions of the Contract, or by mutual agreement of both Parties in writing, and by the provisions of relevant laws, codes, ordinances, rules and regulations of the government:
 - a. Bid Form and Price Schedule submitted by the Bidder - Annex "A"
 - b. Required Technical Specifications/Terms of Reference - Annex "B"
 - c. The General Conditions of Contract - Annex "C"
 - d. The Special Conditions of Contract - Annex "D"
 - e. The Entity's Notification of Award - Annex "E"
3. The Contract Agreement shall be effective for a period of seven (7) months, from June 1, 2021 to December 31, 2021, for and in consideration of the amount of **TWO MILLION THREE HUNDRED TWELVE THOUSAND SIX HUNDRED SIXTY ONE and 12/100** (Php2,312,661.12), and may be renewed by the PCA under the same Terms and Conditions upon written notice to the AGENCY not later than thirty (30) days prior to the expiration of the existing Contract. Said original or renewal contract may, however, be pre-terminated upon prior written notice by either party at least thirty (30) days before the intended date of termination without the need of judicial action. The Contract Price shall be fixed and not subject to adjustment except when there is increase in wages or increase in taxes; provided further that the Agency Fee shall remain fixed and not subject to adjustment for the entire duration of the Contract.
4. In the hiring and assignment of personnel to the PCA, the AGENCY shall consider the qualifications required by the PCA of personnel who will perform the janitorial services as provided for in this Contract. Except for highly meritorious reasons, the AGENCY shall, upon recommendation of the PCA, hire the present personnel assigned and performing janitorial services in the PCA. As the PCA may require, hiring procedures shall be restructured to suit its needs.
5. The PCA hereby undertakes to pay the AGENCY the contract price or part thereof, or such other sum as may become payable upon faithful compliance with the Terms and Conditions and in the manner prescribed by this Contract Agreement.
6. In consideration of the payments to be made by PCA to the AGENCY, the AGENCY hereby commits with PCA the agreed janitorial services and to remedy the defects therein in conformity with the provisions of this Contract.

Handwritten signature: Maria D. Reyes

Handwritten signature

7. The AGENCY shall indemnify the PCA for all losses and damages suffered/caused to the PCA and its properties whether within and outside of its premises by reason of negligence, misconduct, fault or mistake of the AGENCY's employees, including any loss, injury or death which may result by reason of such negligence, misconduct, fault or mistake of the personnel concerned, provided that the PCA shall give the AGENCY prior written notice of such loss or damage, injury or death within fifteen (15) working days from the discovery of the same.
8. Any personnel assigned by the AGENCY under this Contract shall in no case be considered an employee of the PCA, but shall always be considered an employee of the AGENCY. The AGENCY warrants that it will comply with its obligations as employer under the Labor Code and other pertinent labor laws, rules and regulations, including the payment of legally mandated wages and benefits. The PCA shall in no way be responsible for any claim for wages and other employment benefits of the service personnel and for such other liabilities of an employer arising from an employer-employee relationship. In the event that the PCA is held liable for claims of employees of the AGENCY under the Labor Code, the AGENCY undertakes and binds itself to reimburse the PCA for such amount it paid under said claim, in addition to the remedies of the PCA under this Contract, and pertinent laws.
9. The parties warrant that they have not offered or given, and will not offer or give to any employee, agent, or representative of either party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other. Any violation of this warranty shall be sufficient ground for the PCA to revoke or cancel this Contract with or without resort to any judicial action by giving written notice to that effect to the AGENCY.
10. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be thereby affected.

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.

PHILIPPINE COCONUT AUTHORITY

By:


BENJAMIN R. MADRIGAL, JR.
Administrator

D'TRIUMPH CLEANERS & ALLIED SERVICES, INC.

By:


MARION M. MAALA
President

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

Republic of the Philippines)
LAS PINAS CITY) S.S.

BEFORE ME, as Notary Public for and in LAS PINAS CITY, personally appeared **BENJAMIN R. MADRIGAL, JR.**, Administrator and authorized representative of the Philippine Coconut Authority, with ID No. 01, and **MARION M. MAALA**, President and authorized representative of D'Triumph Cleaners & Allied Services, Inc., with ID No. 0033-8754522-1, both known to me and to me known as the same persons who executed the foregoing Contract Agreement for Janitorial Services 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 _____ day of JUL 05 2021 2021.

Notary Public

Hermino T. Ubana
ATTY. HERMINO T. UBANA, SR.
Notary Public for Las Piñas City Until December 31, 2022
PTR No. 5111242, 01-04-2021, Las Piñas City
IBP No. 118329, 11-25-20, Pasig City
Attorneys Roll No. 18657
MCLE Compliance No. VI-0022356, 04-04-2019
No. 46 Mulaan St., Ph. IV-G Manuela Subd.
Pamplona III, 1740 Las Piñas City
Tel. No. 8874-6068 / Cell: 0917-816-6149

Marion M. Maala
Doc. No. 289 ;
Page No. 19 ;
Book No. VII ;
Series of 20 21.

Hermino T. Ubana



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NOTICE TO PROCEED

June 22, 2021

MS. MARION M. MAALA

President

D'TRIUMPH CLEANERS AND ALLIED SERVICES, INC.

394 San Nicolas 3, Molino Road

Bacoor City, Cavite 4102

Dear **Ms. Maala:**

The attached Contract for the Seven (7) Month Janitorial Services Contract for CY 2021 having been approved, notice is hereby given to D'triumph Cleaners and Allied Services, Inc. that the delivery of service is for the period of June 1 to December 31, 2021.

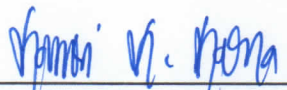
You are responsible for performing the services under the terms and conditions of the Contract and in accordance with the implementation schedule.

Very truly yours,


BENJAMIN R. MADRIGAL, JR.

Administrator

Conforme:


MS. MARION M. MAALA

DATE: 7/5/2021

