

JANITORIAL MANPOWER SERVICES CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

04 JUL 2023

This AGREEMENT is executed this ____ 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 BERNIE F. CRUZ** 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 Nine (9) 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 D'TRIUMPH was found to be the Lowest Calculated Responsive Bidder under CO BAC Resolution No. 14, Series of 2023 to provide janitorial services to the PCA;

WHEREAS, by the virtue of a conforme letter, hereto attached as Annex "A", the D'TRIUMPH provided the authority to accept the award of contract for the subject procurement with the adjustments from the original Nine (9) Month Janitorial Services Contract to Seven (7) Month Janitorial Services Contract;

WHEREAS, the D'TRIUMPH, having been evaluated to be the Lowest Calculated Responsive Bidder, was awarded a Seven (7) Month Janitorial Services Contract for the period June 1, 2023 to December 31, 2023, and it has accepted the award per Notice of Award hereto attached Annex "B";

WHEREAS, the Entity invited Bids for ancillary services, particularly Janitorial Services for Central Office CY 2023 in the sum of **TWO MILLION SIX HUNDRED EIGHTY-THREE THOUSAND EIGHTY-NINE PESOS AND 43/100 (Php2,683,089.43)** (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 conforme 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.


PHILLIPPINE COCONUT AUTHORITY

D'TRIUMPH CLEANERS & ALLIED
SERVICES, INC.


By:


BERNIE F. CRUZ
Administrator

By:


MARION M. MAALA
Authorized Representative

Signed in the presence of:



ACKNOWLEDGEMENT

Republic of the Philippines)
BACOR CITY s.s.

BEFORE ME, as Notary Public for and in BACOR CITY personally appeared **BERNIE F. CRUZ**, 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. _____, both known to me and to me known as the same persons who executed the foregoing Contract Agreement for the Janitorial Services CY 2023 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 04 JUL 2023 day of _____ 20BACOR CITY

Notary Public

Doc. No. 370
Page No. 75
Book No. CXV
Series of 20 23

ATTY. RICARDO S. DE LEON, SR.
Notary Public
Until 31 December 2023
IBP ROLL No. 15364
IBP No. 252125, 12-21-2022, Cavite
PTR No. 2433505, 01-03-2023, Bacor City
TIN. 223-935-704-000
MCLE Compliance No. IV0006625/ 2015
De Leon and De Leon Law Office
2F, No. 234, Maraud Building, GEA Highway,
Niog 2, Bacor City, Cavite

Section V. Special Conditions of Contract

JANITORIAL SERVICES CY 2023

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered/served to PCA Central Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>PCA Central Office</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. Transportation cost for the delivery of monthly/ quarterly/ semi-annual supplies b. Maintenance of supplied equipment; <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>Not applicable.</p>
	<p>Packaging –</p> <p>Not applicable.</p> <p>Transportation –</p> <p>Not applicable.</p> <p>Intellectual Property Rights –</p>

	Not applicable.
2.2	Refer to the TOR for the terms of payment.
4	Not applicable.
	<p>Other Contract provisions:</p> <ul style="list-style-type: none"> a. In the hiring and assignment of personnel to the PCA, the D'TRIUMPH 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 D'TRIUMPH 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. b. The D'TRIUMPH 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 D'TRIUMPH'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 D'TRIUMPH prior written notice of such loss or damage, injury or death within fifteen (15) working days from the discovery of the same. c. Any personnel assigned by the D'TRIUMPH under this Contract shall in no case be considered an employee of the PCA, but shall always be considered an employee of the D'TRIUMPH. The D'TRIUMPH 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 D'TRIUMPH under the Labor Code, the D'TRIUMPH 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. d. 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 D'TRIUMPH. e. D'TRIUMPH shall not assign this Contract or sub-contract the performance of any portion of it, without the PCA's prior written consent. Prior to the assignment or subcontracting and the approval by PCA thereof, D'TRIUMPH must disclose to PCA the name of its assignee/s or subcontractor/s who which

should have a written agreement/s with D'TRIUMPH indicating: (i) that the assignee/s or subcontractor is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/subcontract.

- f. This Contract shall be effective for a period stated in the contract and may be renewed by PCA under the same terms and conditions upon written notice to the D'TRIUMPH 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 dated of termination without the need of judicial action.
- g. To ensure continuing compliance with tax laws pursuant to EO 398:
 - a. D'TRIUMPH shall pay taxes in full and on time
 - b. D'TRIUMPH is likewise required to regularly present, within the duration of the Contract, a tax clearance from Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- h. Anti-Bribery Clause:
 - a. D'TRIUMPH 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 the Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligation thereunder. Violation of this provision shall be ground for immediate termination of this Contract.