

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this _____ day of 13 FEB 2020 2020 at BACCOOR CITY, by and between the:

TECHNICAL EDUCATION AND SKILL DEVELOPMENT AUTHORITY, a national government mandated by Republic Act No. 7796, with principal place of business at TESDA Complex, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, Metro Manila, represented in this Contract by its Director General, **SEC. ISIDRO S. LAPEÑA, Ph.D., CSEE**, and hereafter referred to as the "**AUTHORITY**";

-and-

D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC., a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 394 Molino Road, San Nicolas 3, Bacoor City, Cavite, represented in this Contract by its President, **MS. MARION M. MAALA**, hereinafter referred to as the "**AGENCY**".

WITNESS THAT:

WHEREAS, the **AUTHORITY** intends to apply the sum of **Twenty-One Million Nine Hundred Ninety-Two Thousand Eight Hundred Thirty-Two Pesos (Php21,992,832.00)** being the total Approved Budget for the Contract (ABC) for CY 2020 for the Provision of Janitorial Services Requirements for the TESDA Central Office for FY 2020;

WHEREAS, the **AUTHORITY** advertised the Invitation to Bid for the Provision of Janitorial Services Requirements for the TESDA Central Office for FY 2020 in websites of the Philippine Government Electronic Procurement System (PhilGEPS) and TESDA, and posted the same at the bulletin board near TESDA Gate 1 on 14 November 2019, respectively;

WHEREAS, responding to the abovementioned Invitation to Bid, only the **AGENCY** signified its interest to participate in said bidding process by purchasing bidding documents;

WHEREAS, the opening of bids was held on 04 December 2019 at the AS Conference Room, 2nd Floor of TESDA Administration Building in Taguig City;

WHEREAS, only the **AGENCY** passed the post-qualification pursuant to Section 34 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, accordingly, a Technical Working Group (TWG) was created to assist the Bids and Awards Committee (BAC) in evaluating the eligibility, technical and financial requirements submitted by the **AGENCY** during the bid opening;

WHEREAS, in view of the TWG report, the **AGENCY** had been found to be the Single Calculated Responsive Bid pursuant to Section 36 (a) of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

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[Signature]
[Signature]

WHEREAS, the recommendation to award the contract in favor of the **AGENCY** through BAC Resolution No. 02-2020 on 27 January 2020 had been elevated to the Director General for approval;

WHEREAS, the Director General approved the award of contract to the **AGENCY** in the amount of Twenty-One Million Nine Hundred Eighty-Five Thousand Five Hundred Ninety-Two Pesos and 88/100 (₱21,985,592.88);

NOW, THEREFORE, for and in consideration of the foregoing, this Agreement is entered by and between the **AUTHORITY** and the **AGENCY** with the following covenants, to wit:

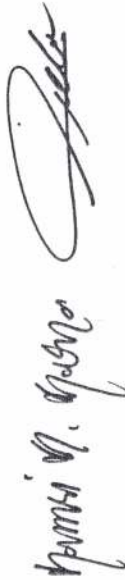
A. PERFORMANCE BY THE AGENCY

1. The **AGENCY** shall provide the **AUTHORITY** with:

- a) Eighty (80) janitorial attendants who shall render janitorial services at the abovementioned address of the **AUTHORITY**; and
- b) Said janitorial attendants shall render janitorial services for eight (8) hours a day and six (6) days a week in accordance with specific schedules as may be submitted by the **AUTHORITY** starting 16 February 2020 to 31 December 2020.

2. The services to be rendered by the **AGENCY** shall consist of the following:

- a) Sweeping, mopping and polishing of floors areas and scrubbing of areas where human traffic occurs in order to ensure cleanliness at all times;
- b) Dusting and cleaning of all machines and equipment, glass doors and fixed glass doors and panels, wooden doors, door jambs, door louvers, glass windows, window ledges folding partitions, furniture, table tops, chairs, cabinets, filing shelves, books, files and all other horizontal and vertical spaces including ceilings and non-glass walls;
- c) Cleaning, sanitizing and freshening of toilets and wash rooms in all areas using effective cleaning, sanitizing and air freshening agents on lavatories, water closets, shower and slop sinks;
- d) Collecting of trash, rubbish and garbage contained in the garbage collection pit provided for the purpose located in workstations and other areas within the premises and properly segregate the collected waste according to its kind;
- e) Cleaning of trash cans, plant boxes, drinking fountains, directional signages, air-con filters and outer surface, stands, boards, markers and the like;
- f) Sweeping and polishing of stairways, elevator cars, elevator railings, brass wall plates and other signs or similar finish;
 - Wet and dry sweeping and vacuuming of carpeted areas; and
 - Spraying of certain areas (lobby, function rooms, Executive Offices) with deodorants and fresheners.
- g) Watering of plants;
- h) Assists in the application and administration of pest control chemicals;



Ramon M. Garcia

- i) Grass cutting and leaf blowing activities on the surroundings; and
 - j) Performs other related janitorial functions.
3. Supplies and materials shall be provided by the **AGENCY** as listed in the bidding documents. Aside from the quantity, the **AGENCY** shall ensure the quality of said supplies and materials. The **AUTHORITY** reserves the right to reject any supplies and materials that are not of good quality and withhold payment for such goods.
 4. The **AGENCY** shall exercise discipline, supervision, control and administration over its janitorial attendants in accordance with the law, pertinent government rules and regulations as well as the rules and policies set forth by the **AUTHORITY** on the matter.
 5. The **AGENCY** shall guarantee for the loss or damage of the **AUTHORITY**'s property unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the **AGENCY** or any of its janitorial attendants. Such loss, pilferage, breakage or damage of the properties involved must be reported in writing to the **AGENCY** within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the **AGENCY** shall not in any way be made responsible.
 6. The **AGENCY** shall comply with all existing labor laws, i.e., minimum wage, cost of living allowance, 13th month pay, service incentives leave pay, retirement benefits, Social Security Services (SSS)/Pag-IBIG Fund/Philippine Health Insurance Corporation (PhilHealth) premium contributions and other mandatory benefits as provided by law. For this purpose, it shall submit monthly upon presentation of the bill, a sworn certification that it has paid wages, allowances and bonuses of its employees in accordance with the law.

B. PERFORMANCE BY THE AUTHORITY

1. For and in consideration of the services to be rendered by the **AGENCY** to the **AUTHORITY**, the latter obligates itself to pay and deliver to the former every month, upon the former's submission to the latter of the Statement of Account, the sum of One Million Eight Hundred Thirty-Two Thousand One Hundred Thirty-Two Pesos and 74/100 (₱1,832,132.74) per month payable in two (2) bi-monthly payments, every fifteenth (15th) and end of each month provided however, that the above amount represents payments to the **AGENCY** for the eighty (80) janitorial attendants computed at the rate of Twenty Thousand Four Hundred Forty-Seven Pesos and 91/100 (₱20,447.91) per month per janitorial attendant rendering eight (8) hours of work per day. It should be understood that the eighty (80) janitorial attendants represent body-count or man-count. Payments made by the **AUTHORITY** shall be inclusive of the VALUE ADDED TAX (VAT) and in accordance with government accounting and auditing rules and regulations.
2. The **AUTHORITY** undertakes to provide the janitorial personnel of the **AGENCY** with specific work areas and assignments to enable the **AGENCY** to fully and effectively perform its functions, duties and responsibilities.
3. It must be understood that should the **AUTHORITY** require additional janitorial personnel depending on its needs and purpose, a written notice shall be made. The same shall be paid on a per janitor basis. Provided, also that should the **AUTHORITY** require a decrease in the number of janitorial attendants, the corresponding adjustment in payment to the **AGENCY** shall also be effected.

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C. WARRANTIES

The **AGENCY** hereby warrants that it has not given or promised to give money, gift to any official or employee of the **AUTHORITY** to ensure contact and that any violation of this warranty shall be sufficient basis to terminate this contract.

D. MISCELLANEOUS PROVISIONS

1. It is expressly understood that the **AUTHORITY** and **AGENCY** have entered into a contract good starting 16 February 2020 until 31 December 2020 subject to the following:
 - a) The bid price shall be fixed based on the actual services rendered and shall not be adjusted during the contract implementation except where there is increase in the minimum wage pursuant to law or new wage order issued after the date of bidding, increase in taxes and increase or decrease in the number of janitorial attendants;
 - b) The Approved Budget for the Contract (ABC) which is Twenty-One Million Nine Hundred Ninety-Two Thousand Eight Hundred Thirty-Two Pesos (Php21,992,832.00) is good for CY 2020 only;
 - c) Before end of each year, an assessment or evaluation of the performance of the service provider based on a set of performance criteria shall be made and used as basis whether to continue with the contract or pre-terminate it.
2. It is expressly understood and agreed that the **AGENCY** is not an agent or employee of the **AUTHORITY** in all intents and purpose under the contract with the **AGENCY**. Accordingly, the **AUTHORITY** shall not be responsible for any and all claims for personal injury or damage including death caused either to any of the janitors or any third person where such injury or death arises out or in the course of the lawful performance of said janitors.
3. The **AUTHORITY** reserves the right to pre-terminate the contract in case the **AGENCY** fails to fulfill any of the obligations set forth in this Agreement. In which case, the **AUTHORITY** will not in any way be liable to pay the **AGENCY** any amount representing the portion of the contract which has not been served due to pre-termination including penalties. This is also without prejudice to the filing of appropriate case/s against the **AGENCY**.

E. EFFECTIVITY OF CONTRACT

1. This agreement shall commence from 16 February 2020 until 31 December 2020.
2. In case of termination, a fifteen (15) day notice shall be made by the either party subject to the obligations already incurred.



Ramon M. Garcia

IN WITNESS whereof, the parties hereunto signed this Agreement, this 13 FEB 2020 of 2020 at BACOOR CITY.

TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY

D' TRIUMPH CLEANERS AND
ALLIED SERVICES, INC.

By:

SEC. ISIDRO S. LAPENA, PhD., CSEE
Director General

By:

MARION M. MAALA
President

WITNESSES:

DIR. ADZHAR A. ALBANI
Director IV
Administrative Service

ELVIN F. RUBISO
Director

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
BACOOR CITY **CAVITE**) S.S.

BEFORE ME, a Notary Public for and in the Province/City of BACOOR CITY this 13 FEB 2020 2020 personally came and appeared:

Name	Government Issued ID No.	Issued by
ISIDRO S. LAPENA		
MARION M. MAALA		

Known to me and to known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed.

This instrument consists of five (5) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page hereof.

WITNESS MY HAND AND SEAL this 13 FEB 2020 day of 2020 at BACOOR CITY.

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Book No. CXXI
Series of 2020

ATTY. RICARDO S. DE LEON, SR.
Notary Public
Until December 31, 2020
IBP ROLL No. 15364
IBP No. 057228, 12-17-2018, Cavite
PTR No. 1032947, 1-03-2019, Bacoor City
TIN No. 223-935-704-000
MCLE Compliance No. IV0006525/2015
2F, Room 234, Maraudi Building, Niog 2,
GEA Highway, Bacoor City, Cavite