

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this 13th day of January 2018 at Taguig 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, Taguig City, Metro Manila, represented in this Contract by its Director General/Secretary, **GUILING A. MAMONDIONG**, 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 San Nicolas 3, Molino Road, 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 **Eighteen Million Six Hundred Fifty Thousand Five Hundred Twenty-Seven Pesos and 08/100 (Php18,650,527.08)** being the total Approved Budget for the Contract (ABC) for CY 2018 for the Provision of Janitorial Services Requirements for TESDA Central Office (January 1, 2018 – December 31, 2018);

WHEREAS, the **AUTHORITY** advertised the Invitation to Bid for the Provision of Janitorial Services Requirements for TESDA Central Office (January 1, 2018 – December 31, 2018) in two (2) newspapers of general circulation and posted the same in the PhilGEPS on 10 November 2017, respectively;

WHEREAS, responding to the abovementioned Invitation to Bid, two (2) prospective bidders signified their interest to participate in said bidding process by purchasing bidding documents, namely: 1) D' Triumph Cleaners and Allied Services, Inc. and 2) CBII Philippines International, Inc.;

WHEREAS, the opening of bids was held on 22 November 2017, 2:20 p.m. at the CSA 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;

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WHEREAS, accordingly, a Technical Evaluation Group (TEG) 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 TEG report, the **AGENCY** had been found to be the Lowest Calculated Responsive Bid pursuant to Section 34.4 of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, the recommendation to award the contract in favor of the **AGENCY** through BAC Resolution No. 64-2017 on 07 December 2017 had been elevated by the Director General to the TESDA Board for approval;

WHEREAS, the TESDA Board approved the award of contract to the **AGENCY** in the amount of Seventeen Million Five Hundred Forty-Six Thousand Six Hundred Thirty-One Pesos and 84/100 (Php17,546,631.84) through Board Resolution No. 2017-47 issued on 18 December 2017;

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) Seventy-one (71) 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 January 2018 to 31 December 2018.
2. The services to be rendered by the **AGENCY** shall consist of the following:

I. Daily Routine Operations:

- a) Sweeping, mopping, spot scrubbing and polishing of all floors. Areas such as the main lobby, entrance way, waiting areas, elevator cars and comfort rooms shall be serviced continuously during hours of use to maintain cleanliness;
- b) Cleaning, sanitizing of toilets and rest rooms with the use of effective disinfecting chemicals on the wash basins, urinals and toilet bowls, and fogging of toilets and hallways with deodorants;
- c) Dusting and cleaning of horizontal and vertical surfaces including all furniture;
- d) Dusting, polishing and cleaning of all glass tops, glass doors, glass partitions, inside windows, window ledges, air vents, partitions, and brass attachments which require daily attention;
- e) Emptying and cleaning of ash-trays and waste paper containers, pick-up butts from sand, burns and disposal of trash to the receptacles provided for this purpose;
- f) Sweeping of cobwebs and removing of finger marks on the walls and ceilings when necessary;

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- g) Maintenance and watering of ornamental plants and trees;
- h) Sweeping of sidewalks fronting the building;
- i) Vacuuming of all carpeted floors;
- j) Checking of water faucets, water apparatus, lights and equipment and windows at the close of office hours; and
- k) Maintenance of grounds including cutting of overgrown plants and grasses in designated areas.

II. Weekly Periodic Operations:

- a) Washing, scrubbing, waxing and polishing of all floors and stairways;
- b) Washing of inside and outside glass windows, partitions and door;
- c) Dusting of light fixtures suspended from the ceiling, venetian blinds and drapes;
- d) Cleaning, waxing and polishing of office furniture, counters, and the like excluding items that require specialized maintenance. Furnitures such as davenport and chairs showing signs of soil due to any cause will be washed and cleaned;
- e) Placing of all indoor plants under rain or sun on weekends or holidays and returning them during weekdays;
- f) Removing of cobwebs from 7th floor down to the basement including all walls and columns inside the building;
- g) Polishing of all metals signs;
- h) Vacuum cleaning of draperies;
- i) Cleaning of all fire escapes, air handling units at the 3rd floor terrace and rooftop of the building; and
- j) Cleaning, applying of wax and polishing of public areas such as auditorium, canteen and the like.

III. Monthly Periodic Operations:

- a) General cleaning of all exterior glasses;
- b) Thorough general cleaning of all areas covered by this Contract;
- c) Cleaning of diffusers, lights and other fixtures as may be required by the **AUTHORITY**; and
- d) Shampooing of carpets and furniture as may be required by the **AUTHORITY**.

IV. Miscellaneous Services

- a) Hauling of office furniture and equipment within the premises;
- b) Report on fixtures and other building accessories needing repairs (i.e., leaking faucet);
- c) Assistance to GSD Maintenance Personnel on maintenance and repair activities;
- d) 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; and
- e) Provision of other related services as may be so required from time to time.

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3. 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.
4. 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.
5. 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, SSS/PAG-IBIG/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 Four Hundred Sixty-Two Thousand Two Hundred Nineteen Pesos and 32/100 (Php1,462,219.32) 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 seventy-one (71) janitorial attendants computed at the rate of Twenty-Thousand Five Hundred Ninety-Four Pesos and 64/100 (Php20,594.64) per month per janitorial attendant rendering eight (8) hours of work per day. It should be understood that the seventy-one (71) 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

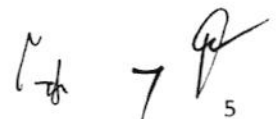
The **AGENCY** hereby warrants that it has not given or promised to give money, gift to any official or employee of the **AUTHORITY** to ensure contact and that any violation of this warranty shall be sufficient basis to terminate this contract.

D. MISCELLANEOUS PROVISIONS

1. It is expressly understood that the **AUTHORITY** and **AGENCY** have entered into a contract good starting 16 January 2018 to 31 December 2018 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 Eighteen Million Six Hundred Fifty Thousand Five Hundred Twenty-Seven Pesos and 08/100 (Php18,650,527.08) is good for CY 2018 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 January 2018 until 31 December 2018.
2. In case of termination, a fifteen (15) day notice shall be made by the either party subject to the obligations already incurred.

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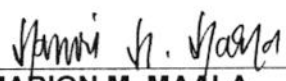
IN WITNESS whereof, the parties hereunto signed this Agreement, this 5th day of January 2018 at Taguig City.

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY

D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.

By:

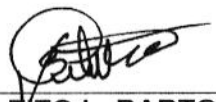
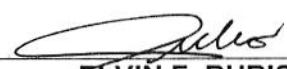
By:

GUILING "GENE" A. MAMONDIONG
Director General/Secretary ✓

MARION M. MAALA
President

WITNESSES:

TITO L. BARTOLOME
Chief Administrative Officer
General Services Division

ELVIN F. RUBISO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY) S.S.

BEFORE ME, a Notary Public for and in the Province/City of JAN 0 5 2018 this 5th day of JANUARY 2018 personally came and appeared:


Name	Government Issued ID No.	Issued by
GUILING A. MAMONDIONG	TESDA I.D. No. 1998-9850	TESDA
MARION M. MAALA	UMID No., CRN-0033-8354522-1	SSS


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.


WITNESS MY HAND AND SEAL this 5th day of JAN 0 5 2018 2018 at TAGUIG CITY.

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Book No. XXIII
Series of 2018

BASILIO B. BOOTEN
Notary Public for Taguig City
Comm. Apt. No. 15, Expiry: 12-31-18
MCLE V-0014221; Roll No. 42381
IBP Lifetime Member No. 07806
PTR A-319-5001/01-03-17/Taguig City
G/F FTI Admin Bldg, FTI Complex, T.C.

 **TESDA**
Technical Education and
Skills Development
Authority




GUILING A. MAMONDIONG
Director General / Secretary
1998-9850

TESDA Complex, East Service Road, South
Superhighway, Taguig City

Home Address

Unit 101 Roma Bldg., East Ortigas Mansion
Brgy. Sta. Lucia, Pasig City

Residence Tel. No.

Mobile No. (0999) 564-3480 / (0917)
878-3732

Blood Type : O

Birth Date : 05/13/1948

Tax Identification No. 182-819-331

GSIS Policy No.

In case of Emergency, Please contact:

Ruby Mamondiong

Unit 101 Roma Bldg., East Ortigas Mansion
Brgy. Sta. Lucia, Pasig City

(0916) 275-4309



PILAR G. DE LEON
Director IV, Chief of Services for Administration





REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



CRN: 0033-6354522-1

SURNAME MAALA

GIVEN NAME MARION

MIDDLE NAME MORALES

SEX FEMALE
DATE OF BIRTH 1982/10/12

ADDRESS
86 LB PALERMO ST.
LESSANDRA S SUBD. BRGY. SA...
II BACOR CAVITE PHIL 4102



CSIS

14
65723875

In case of loss, please return to the nearest SSS Branch



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



CRN-0033-3169359-4

SURNAME RUBISO
GIVEN NAME ELVIN
MIDDLE NAME FLORENTINO
SEX MALE
DATE OF BIRTH 1972/11/12
ADDRESS
309 T RIZAL F. VARONA ST BRGY 96
Z8 TONDO MANILA NCR PHL 1012



0352-4-14



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