

CONTRACT FOR THE PROVISION OF JANITORIAL SERVICES FOR CALENDAR YEAR 2019

CS-05-2019-18 dated May 29, 2019

KNOW ALL MEN BY THESE PRESENTS:

This Contract of services is executed and entered into for all purposes and in all respects by and between:

PROFESSIONAL REGULATION COMMISSION (PRC), an agency of the National Government, with principal office address at P. Paredes St., Sampaloc, Manila, represented by its Chairman, **HON. TEOFILO S. PILANDO, JR.**;

-a n d-

D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC. (D'TRIUMPH), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at #394 Molino Road, San Nicolas III, Bacoor City, Cavite 4102 represented herein by its President, **MS. MARION M. MAALA**.

WITNESSETH

WHEREAS, **PRC** invited bids for the Provision of Janitorial Services for Calendar Year 2019, and has accepted the bid of **D'TRIUMPH** for the supply of goods and services in the sum of **EIGHT MILLION FOUR HUNDRED SIX THOUSAND SEVEN HUNDRED THIRTY FIVE PESOS AND THIRTY SIX CENTAVOS (Php.8,406,735.36)** (Hereinafter called "the Contract Price").

WHEREAS, upon evaluation and recommendation of the Bids and Awards Committee, and approval of the Commission, **D'TRIUMPH** was found to be the Single Calculated and Responsive Bidder for the project: Provision of Janitorial Services for Calendar Year 2019.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual obligations, duties and responsibilities, as well as the terms and conditions hereinafter set forth, the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF WORK

1. The scope of work includes the provision of labor, supervision, equipment, tools, chemicals, materials, supplies and other items necessary to perform janitorial and maintenance services for the Central Office buildings, facilities and its premises including the PRC Extension and Offsite Offices such as but not limited to PICC Extension Office and Robinsons Offsite Offices;
2. The janitorial services to be rendered shall be in accordance with the Technical Specifications, General Conditions of Contract and Special Conditions of Contract (ANNEXES "C,D, & E") which is made an integral part of this document;
3. D'TRIUMPH shall adhere to the Schedule of Requirement (Annex B), which is made an integral part of this document, to assure that the requirements of the contract are provided. The quality assurance shall include an inspection system, covering all the services to be performed under the contract. It must specify areas to be inspected on either scheduled or non- scheduled basis and the personnel who will perform the inspection.

ARTICLE II

DEPLOYMENT AND SUPERVISION

4. D'TRIUMPH shall provide the PRC with a personnel complement of Thirty One (31) Janitors and One (1) Supervisor to be deployed in the Central Office. See "Annex C" for the area of assignment of the janitors and supervisor, this document is likewise made an integral part of this document;
5. D'TRIUMPH hereby warrants that all its personnel are properly screened and declared physically and mentally fit before deployment to the PRC;
6. D'TRIUMPH's personnel shall render eight hours of work from Monday through Fridays, as indicated on the working time shift schedule per area approved by the PRC; Provided, that the personnel shall render service on overtime on weekdays and holidays as may be required by the PRC in the interest of the service; Provided further, that the personnel of the D'TRIUMPH may render periodic general cleaning of the buildings, facilities and premises, during Saturdays upon request of the PRC;
7. Should there be any official declaration of suspension of government office hours for fraction of a day, such as typhoons, the work of the D'TRIUMPH's personnel shall likewise be suspended and the services of said personnel who are present shall be deemed fully rendered; provided that where the suspension of government office hours requires the maintenance of a skeletal force, the work of the personnel of D'TRIUMPH shall not be suspended as the PRC may so require;

Handwritten signature: Ramon M. Nolasco

Handwritten initials: JTS

8. D'TRIUMPH shall submit for approval of the PRC a Monthly Deployment Schedule of regular and general cleaning which shall provide for the period/date, areas/facilities to be cleaned, the personnel to be assigned, time shift, and the type of work to be done. The specific task, time, and frequency thereof shall be as directed by the Supervisor from D'TRIUMPH;
9. D'TRIUMPH shall make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absences. Relievers and replacement shall be qualified and carefully selected;
10. D'TRIUMPH shall provide adequate and responsible supervision over its personnel and assume full responsibility for the proper and efficient performance of their duties. D'TRIUMPH shall designate a Supervisor who shall be responsible for the overall management and coordination of work to be performed per contract provisions and shall act as the central point of contact with the PRC. The Supervisor shall have full authority to act for and in behalf of D'TRIUMPH while on duty;
11. As employer, D'TRIUMPH shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel; Provided, further that the PRC may seek immediate replacement or transfer upon determination that the continuous presence of D'TRIUMPH's personnel be "detrimental" to the functions and activities of the PRC;
12. D'TRIUMPH's supervisor shall be directly supervised by the Chief of the General Services Division (GSD). Daily inspection of work may be made by the Chief of the GSD or its authorized representative who shall have the authority to point out to the supervisor incomplete or defective work for necessary corrective measures;
13. D'TRIUMPH's personnel found to be under the influence of alcohol and/or prohibited drugs shall be immediately relieved from his post. D'TRIUMPH shall immediately replace the erring janitor and the PRC shall deduct the cost of maintaining the post;
14. D'TRIUMPH shall give a written notice to the PRC through the Chief, GSD whenever any of the janitors are to be removed or replaced, Provided, the replacement janitor shall receive as salary at least the minimum wage effective at the time he assumed his post;
15. D'TRIUMPH shall periodically reshuffle its personnel upon request of the PRC to avoid fraternization with the officials and employees and the transacting public, and shall ensure that the replacements have the same qualifications;
16. D'TRIUMPH shall perform its contractual obligations in coordination with the General Services Division which shall assume overall responsibility for building maintenance, safety, cleanliness and sanitation;

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17. D'TRIUMPH shall require its personnel to use Bundy clocks in order to properly maintain record of attendance;
18. D'TRIUMPH shall ensure that no personnel shall be assigned to the official functions of the PRC except when assigned to assists in the conduct of licensure examinations during weekends;
19. D'TRIUMPH reserves the right to demand replacement of any contractual personnel at any time for any reason. Such replacement shall be effected within twenty-four (24) hours from request;
20. The PRC shall have the right to select, change or refuse any personnel assigned to it by D'TRIUMPH;
21. Concerns and complaints referred by the PRC to D'TRIUMPH shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the former;
22. The PRC reserves the right to increase and/or decrease the number of janitors, including the right to increase/decrease or change the materials and supplies requirements as the necessity for the same arises. D'TRIUMPH shall correspondingly comply within twenty-four (24) hours upon receipt of a written notice.

ARTICLE III

EQUIPMENT AND SUPPLIES

23. D'TRIUMPH shall furnish all equipment, materials, supplies and tools necessary to properly perform the tasks specified in the contract, subject to changes as the need arises, and upon approval of the Chief of the General Services Division, (Annex "A"), which forms an integral part of this document;
24. The supplies and equipment as stipulated herein shall be of high grade quality to ensure and maintain maximum cleaning results;
25. D'TRIUMPH shall deliver all the required supplies as specified in the Schedule of Requirements at the beginning of the period (month/quarter) five (5) days in advance to the Chief of the Procurement and Supply Division who shall certify as to delivery. The supplies needed per office shall be directly released to the D'TRIUMPH's Supervisor.
26. All equipment shall have bumpers and guards to prevent marking scratching of fixtures, furniture, or building surfaces. All electrical equipment to be used by D'TRIUMPH shall meet all the safety

27. All electricity and water used in connection with the performance of this contract shall be made available by the PRC at no cost to D'TRIUMPH.

ARTICLE IV PAYMENT OF SERVICES

28. The PRC shall pay D'TRIUMPH the corresponding service fee as indicated in the Official Bid Form and Price schedule submitted by the company (Annex "A"). This Annex shall also be an integral part of this document; Provided that overtime services, as approved by the PRC, shall be paid at rates in accordance with labor and compensation laws;

29. In this regard, D'TRIUMPH shall furnish the PRC with evidence that it has paid its personnel assigned in accordance with labor laws. D'TRIUMPH shall likewise submit under oath a monthly report on proof of payment/remittance of Retirement Benefit, SSS, PhilHealth, Pag-Ibig, and other benefits. The monthly report should be submitted as part of the Billing Statement and copy furnished the office of the General Services Division and the BAC Secretariat;

30. Claims for payments by the PRC shall be supported by the following:

- 30.1 Daily Time Record
- 30.2 Summary report of attendance approved by the Chief of the General Services Division
- 30.3 Certification from the Chief of the Supply and Property Division that all supplies due for the period were delivered and within specification.
- 30.4 Monthly certification and copies of detailed pay slip by D'TRIUMPH that the janitors who have rendered services in the PRC were paid in accordance with the provisions of the Minimum Wage Law, the New Labor Code and other pertinent laws and decrees with the individual janitor's signature therein. The certification and proof of payment (PAG-IBIG, SSS, PHILHEALTH, etc.) shall be attached to D'TRIUMPH's monthly claims for payment.

31. D'TRIUMPH's personnel shall be issued the corresponding payslips.

32. All taxes payable to the government shall be borne by D'TRIUMPH;

33. D'TRIUMPH grants the PRC authority to deduct the proportional amount from the former's fees in cases of the tardiness and absences of its personnel;

34. In case of increase of wage rate due to enactment of new laws, D'TRIUMPH may seek adjustment in writing, subject to the approval of the PRC;

35. Should there be any complaint from the D'TRIUMPH's personnel regarding any delay of salary, non-payment of overtime and holiday

pays, non-remittances of government dues, the PRC may require the former to explain the reason/s of delay and the PRC may demand from D'TRIUMPH documents evidencing payment of salaries, overtime and holiday pays and remittance of government dues as a pre-requisite to the payment of service fees;

36. The PRC may demand from D'TRIUMPH copies of its payrolls, SSS, Pag-Ibig remittances and other documents from time to time to ensure strict compliance with labor and related laws and its implementing rules and regulations. Failure of D'TRIUMPH to fulfill this obligation will cause the termination of this Contract;
37. D'TRIUMPH hereby assumes full responsibility of its compliance with all labor laws and regulations applicable under this Contract and for liability or claim, personal or otherwise, including that arising from death due to D'TRIUMPH's personnel or third parties by reason of negligence, indifference, disobedience, arbitrary conduct, or any act attributable to its personnel in the performance of their daily routine, or of such services as may fall within the preview of this Contract;
38. D'TRIUMPH shall assume full responsibility on any claim for any compensation on injuries from accidents of the janitors assigned to the PRC in connection with the performance of their duties and shall free the PRC for any legal suit in connection therewith;
39. The last payment for services under this contract shall be subject to clearance by the PRC Chairman.

ARTICLE V

CONTRACT DURATION

40. The term of this Contract shall be for the Calendar Year 2019, unless sooner terminated for non-compliance by D'TRIUMPH of the terms and conditions, covenant and stipulations stated herein;
41. The Contract shall be extended on a month-to-month basis for a maximum period of one (1) year in the absence of any notice of termination issued by the PRC prior to the date of the expiration of this contract provided that the Performance Bond shall have been posted/updated during the extension period. The contract extension, herein referred to, shall be made in accordance with existing laws and rules issued by the Government Procurement Policy Board (GPPB);
42. The PRC may cancel or terminate the contract should there be any violation by D'TRIUMPH and/or any of its personnel of any or some of the terms and conditions of the contract, including but not limited to the following; any act of fixing, follow-up, facilitation, representation, and other illegal act relating to the conduct of examinations,

legal/administrative proceedings, issuance of professional license/ID, certifications and other similar activities; violation of the PRC's security policies, rules and regulations; violation of labor and social security laws and regulations; or if after thirty (30) days upon written notice to D'TRIUMPH the latter failed to comply; Provided finally, that D'TRIUMPH shall not withdraw its personnel without proper turnover to an incoming contractor;

43. The PRC reserves the right to terminate the contract after giving a written notice within thirty (30) calendar days to D'TRIUMPH after due verification of facts that the latter is not providing satisfactory services or not complying with the terms and conditions of the contract;
44. During the effectivity of this Contract, either party may request for modification of any of its provisions or of the inclusion of other conditions or terms which may be warranted by the prevailing circumstances and deemed necessary and expedient for the formation of their mutual interest. Any modification agreed upon shall be reduced in writing and shall form an integral part of this Contract as an addendum thereof;
45. This Contract of Service shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.

ARTICLE VI

PERFORMANCE BOND

46. D'TRIUMPH shall post a performance security to warrant faithful compliance with this Contract and to answer for any and all losses, claims, liabilities or damages which may be incurred by the PRC by reason of the former's failure to perform its obligations under this Contract;
47. D'TRIUMPH shall be responsible for any loss or damage that may occur in the PRC premises caused by its personnel while performing their daily routine and periodic operations, when said lessor damage may be attributable to their negligence;
48. D'TRIUMPH shall forever hold the PRC free from all liability, claim or damages which the D'TRIUMPH may be made answerable under pertinent wage and labor laws;

ARTICLE VII

LIQUIDATED DAMAGES

49. The applicable rate for which D'TRIUMPH shall be answerable is one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay;

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten (10%) of the amount of the contract, the PRC shall rescind the contract, without prejudice to other courses of action and remedies available to it.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

50. It is expressly understood that there is no employer-employee relationship between the PRC and D'TRIUMPH as well as its personnel. Accordingly, the personnel assigned by D'TRIUMPH are not employees of PRC but of D'TRIUMPH and therefore, the latter warrants to comply with its obligations as employer of the said personnel as required under the Labor Code and its implementing rules and regulations;
51. D'TRIUMPH's personnel shall adhere to all security policies and rules and regulations of the PRC; Janitors assigned to restricted offices/areas where highly accountable assets and security documents are kept shall be oriented on information security policies and rules and shall perform their duties under close supervision of PRC officials concerned;
52. D'TRIUMPH shall be responsible for instructing its employees on basic safety measures considered appropriate in public transaction areas, such as lobbies. D'TRIUMPH should not permit placing or use of mops, brooms or any equipment in passenger or public lanes or other locations in such manner as to create safety hazards. *D'TRIUMPH shall provide, place and thereafter remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations;*
53. The D'TRIUMPH's personnel shall submit to any search by the PRC duly authorized officials and security officers whenever deemed necessary;
54. D'TRIUMPH shall ensure that all articles such as personal or money found are turned over to the PRC;
55. The following documents, herein attached as Annexes shall be deemed to form and be read and construed as part of this Agreement. viz.:
- A. The Bid Form and the Price Schedule submitted by D'TRIUMPH;
 - B. The Schedule of Requirements acknowledged by D'TRIUMPH;
 - C. Technical Specifications acknowledged by D'TRIUMPH;
 - D. The General Conditions of Contract;
 - E. The Special Conditions of Contract;
 - F. The Performance Security; and
 - G. PRC's Notification of Award;
56. In consideration of the payments to be made by the PRC, D'TRIUMPH hereby agrees to provide the goods and services and to remedy defects therein in conformity in all respects and purposes with the provisions of this Contract.

IN WITNESS WHEREOF, the parties have signed this Contract in the City of Manila, Philippines, this May 29, 2019.

**PROFESSIONAL REGULATION
COMMISSION**

By:



TEOFILO S. PILANDO, JR.

Chairman

**D'TRIUMPH CLEANERS AND ALLIED
SERVICES, INC.**

By:



MARION M. MAALA
President

SIGNED IN THE PRESENCE OF:



APPLE ZEN B. REYES
OIC, General Services Division

CERTIFIED AS TO THE AVAILABILITY OF FUNDS:



RASETES E. RAZONABE
OIC, Accounting Division

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, this 29 MAY 2019 of _____, personally appeared:

Name of Contracting Parties	Government Issued ID	Date & Place Issued Or ID Number
Professional Regulation Commission TEOFILO S. PILANDO, JR.	PRC Office ID	P000569
D'Triumph Cleaners and Allied Services, Inc. MARION M. MAALA	UMID- SSS	CRN-00338354522-1

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and likewise that of the agency/company they represent.

This instrument refers to the contract for the Provision of Janitorial Services for CY 2019 consisting of Ten (10) pages including the page on which this Acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above-written.

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ATTY. LYRA CARISSA M. PROFUGO
NOTARY PUBLIC
COMMISSION NO. 2018-024
VALID UNTIL DECEMBER 31, 2019
ROLL NO. 68159
IBP NO. 098026/01/08/2019
PTR NO. 8039275/01/08/2019 MANILA
MCLE COMPLIANCE NO. VI-0003528
VALID UNTIL APRIL 14, 2022
TIN 311-173-442