

**CONTRACT FOR JANITORIAL SERVICES
(Supplemental)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered into and executed this 21 day of FEB 21 2022 2021 in Quezon City, Philippines by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, with office address at the Higher Education Development Center (HEDC) Building, C.P. Garcia Avenue, Diliman, Quezon City, herein represented by its Chairman, **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as the "**CHED**".

-and-

The **D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.**, with postal address at 394 Molino Road, San Nicolas III, Bacoor City, Cavite, represented by its President, **MS. MARION M. MAALA**, hereinafter referred to as the "**AGENCY**";

WITNESSETH, That:

WHEREAS, the contract for janitorial services between the **COMMISSION ON HIGHER EDUCATION (CHED)** and the **D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.**, will expire on December 31, 2021 per mother Contract (Attachment A);

WHEREAS, substantial efforts have been undertaken by the Procuring Entity toward procuring the required janitorial services under Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations;

WHEREAS, the CHED Bids and Awards Committee (BAC) currently undertakes the bidding process;

WHEREAS, on December 3, 2021, the General Services Division (GSD) of Administrative, Financial and Management Service (AFMS) submitted to the Bids and Awards Committee (BAC) a memorandum requesting for an extension of the contract of **D' TRIUMPH CLEANERS AND ALLIED SERVICES**,

Marion M. Maala

MS

INC. for two (2) months from January 1, 2022 to February 28, 2022 considering that no contract has been awarded yet to the winning bidder;

WHEREAS, on December 10, 2021, the CHED Bids and Awards Committee (BAC) through BAC Resolution No. 2021-160 recommended to the Commission en Banc (CEB) the approval of the extension of the contract of D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC. for two (2) months from January 1, 2022 to February 28, 2022 considering that no contract has been awarded yet to the winning bidder;

WHEREAS, pursuant to the Revised GPPB Guidelines on Contract Extension for General Support Services (Appendix 24), and due to the exigency of the janitorial service requirements of CHED and to avoid interruption thereof, the Commission en banc, upon the recommendation of the Bids and Awards Committee (BAC), issued Resolution No. 758-2021 dated December 23, 2021 approving the extension of the contract between CHED and the AGENCY for two (2) months from January 1, 2022 to February 28, 2022 or until such time that a contract is awarded to the winning bidder, subject to the usual accounting and auditing rules and regulations;

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

1. To amend the duration of the contract dated 22 February 2021 (Annex "A") from 1 March 2021 to 31 December 2021, thereby extending the contract for two (2) months, from 1 January 2022 to 28 February 2022 or until such time that a contract is awarded to the winning bidder, subject to the usual accounting and auditing rules and regulations.

Compensation and Manner of Payment

For and in consideration of the services rendered by the AGENCY, the CHED shall pay the AGENCY in accordance with the amounts listed in Annex "A" of this Supplemental Contract for each janitor for January 2022 and February 2022 (or a total amount of Seven Hundred Eighty One Thousand Four Hundred Eighty Eight Pesos (Php781,488.00). Payments shall be on the 15th and/or end of every month preferably through the Automated Teller Machine or in any other manner as the CHED may see fit.

1. The other terms and conditions of the Contract for Janitorial Services dated 22 February 2021 consistent with the amendments herein provided shall remain valid and in effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ of December, 2021 in Quezon City, Philippines

**COMMISSION ON HIGHER
EDUCATION**

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

By:



J. PROSPERO E. DE VERA III, DPA
Chairman

By:



MS. MARION M. MAALA
President

Signed in the presence of:



ATTY. CINDERELLA FILIPINA BENITEZ-JARO
Executive Director IV



Certified Funds Available:



MIRRIAM V. MIRANDA
Chief Accountant

DA 2022-01-00024

₱ 781,488.00

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City **LAS PIÑAS CITY**) S.S.

BEFORE ME a Notary Public in **LAS PIÑAS CITY**, Philippines, personally appeared the following:

NAME	Government Issued ID	Issued by
J. PROSPERO E. DE VERA III, DPA	CHED ID CO-0394	CHED
MARION M. MAALA	UMID CRN 0077-8754522-1	SSS MAKATI

Known to me and to me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed that of the institutions they represented including their instrumental witnesses.

This document refers to a Supplemental Agreement for Security Services consisting of four (4) pages, including this page on which the Acknowledgement is written, with each and every page signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL

Handwritten signature in blue ink, likely of a witness or party.

Doc.No. 187
Page No. 39
Book No. IX
Series of 2020

NOTARY PUBLIC

Handwritten signature of Atty. Hermino T. Ubana, Sr.
ATTY. HERMINO T. UBANA, SR.
Notary Public for Las Piñas City until December 31, 2022
PTR No. 6111242, 01-04-2021, Las Piñas City
IBP No. 133279, 11-25-20, Pasig City
Attorneys Roll No. 18657
MCLE Compliance No. VI-0022356, 04-04-2019
No. 46 Mulawin St., Ph. IV-G Manuela Subd.
Pamplona III, 1740 Las Piñas City
Tel. No. 8874-8068 / Cell: 0917-818-8149

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CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract entered and executed this FEB 23 2021 day of 2021 in Quezon City, Philippines by and between:

The **COMMISSION ON HIGHER EDUCATION**, with office address at the Higher Education Development Center Building, C.P. Garcia Avenue, U.P. Diliman, Quezon City, herein represented by its Chairman, **J. PROSPERO E. DE VERA III, DPA**, hereinafter referred to as the "**CHED**".

AND

The **D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.**, a duly licensed and registered Janitorial agency, with principal office at 394 Molino Road, San Nicolas III, Bacoor City, Cavite, herein represented by its President, **MS. MARION M. MAALA**, hereinafter referred to as the "**AGENCY**";

WITNESSETH, That:

WHEREAS, the **COMMISSION ON HIGHER EDUCATION (CHED)** needs Janitorial Services to maintain cleanliness and sanitation within its premises;

WHEREAS, the **CHED**, through its Bids and Awards Committee (BAC) advertised the Invitation to Bid (ITB) for the procurement of janitorial services of CHED for FY 2021 at the PhilGEPS website with Reference No. 7335029;

WHEREAS, in response to said advertisement, three (3) prospective bidders browsed the opportunity as per Document Request List at the PhilGEPS website wherein one (1) service provider, **D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.** availed of the bidding documents and submitted its Eligibility/Technical and Financial Bid proposals to the BAC;

WHEREAS, on December 28, 2020, the BAC with the assistance of the Technical Working Group for Other Goods and Services (TWG-OGS) upon evaluation found the submitted bid of **D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.**, complied with the documents required to be submitted for eligibility and for the technical requirements thus, rated **passed** in the eligibility and technical requirements of the bid;

RECEIVED BY:


ENI T. RUBIO
2/26/21

WHEREAS, the BAC determined the completeness of the submitted financial bid of D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC., and upon evaluation declared complied to the financial bid requirements thus, rated **passed** in the financial requirements of the bid;

WHEREAS, the BAC declared D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC. as the Single Calculated Bid (SCB) subject to post qualification evaluation;

WHEREAS, the BAC upon conduct of post qualification evaluation on January 8 and 11, 2021, found D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC. responsive and declared as the Single Calculated and Responsive Bid (SCRB) per BAC Resolution No. 2021-001 dated January 13, 2021;

WHEREAS, upon recommendation of the BAC, the Commission en Banc (CEB) during its meeting on January 19, 2021 approved the award of the contract to D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC. for the Procurement of Janitorial Services for CHED for FY 2021 in the amount of Four Million Six Hundred Eighty-Eight Thousand Nine Hundred Twenty-Eight Pesos (Php4,688,928.00) through CEB Resolution No. 017-2021;

March 1 - 2021
WHEREAS, for January and February 2021 the CHED continues to avail the services of the existing provider while the procurement process is still ongoing thus, the period and amount of the contract with D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC. was adjusted from twelve (12) months in the amount of Four Million Six Hundred Eighty-Eight Thousand Nine Hundred Twenty-Eight Pesos (Php4,688,928.00) to **ten (10) months (March 1, 2021 to December 31, 2021) in the amount of Three Million Nine Hundred Seven Thousand Four Hundred Forty Pesos (Php3,907,440.00).**

NOW THEREFORE, the conditions of this Agreement are as follows;

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) The **Bid Form and the Price Schedule** submitted by the Bidder;
 - b) The **Schedule of Requirements**;
 - c) The **Technical Specifications**;
 - d) The **General Conditions of Contract**;
 - e) The **Special Conditions of Contract**;
 - f) The **Entity's Notification of Award**; and
 - g) The **Performance Security Bond** posted by the Supplier.

FURTHERMORE, the parties hereby agree as follows:

A. AREAS COVERED

The **AGENCY** shall provide janitorial, sanitation and related services within the premises of the **CHED**. The premises shall include the common areas of the HEDC building, such as but not limited to, conference rooms, comfort rooms, hallways, corridors, lighting fixtures, furniture as well the premises outside the building such as pavements and landscaping.

Janitorial, sanitation and related services shall consist of the following schedules:

I. DAILY SCHEDULE/OPERATIONS

- a. Sweeping, mopping, spot-scrubbing and polishing of all floors and stairs, provided that areas with heavy foot-traffic such as the main lobby entrance and waiting areas, shall be serviced continuously during office hours;
- b. Hourly cleaning and sanitizing of toilets and washrooms, which shall include usage of special disinfecting agents for the wash basins, urinals and toilet bowls;
- c. Dusting and cleaning of horizontal and vertical surfaces;
- d. Dusting and cleaning of glass tops, inside and outside windows, window ledgers, air vents and partitions, furniture and fixtures;
- e. Cleaning and polishing of hand rails, brass signs and trims;
- f. Reporting of malfunctioned plumbing and lighting fixtures, damaged furniture, parts of building, etc.;
- g. Vacuum cleaning of rugs and carpets;
- h. Disposal of trash, rubbish and garbage from the building to receptacles provided for the purpose;
- i. Sweeping of driveways, parking areas and walkways;
- j. Watering plants, cleaning and sweeping of all leaves along the roads and sidewalks; and
- k. Trimming of plants and spraying of insecticides/pesticide.

II. WEEKLY SCHEDULE/OPERATIONS

- a. Washing, scrubbing, waxing and polishing of all doors;
- b. Washing of inside and outside glass windows and doors;
- c. Dusting light fixtures suspended from the ceiling;
- d. Cleaning, waxing and polishing of office furniture and fixtures, counters, etc., excluding however, equipment requiring special maintenance;

- e. Scrubbing and sanitizing of toilets and wash rooms;
- f. Washing and scrubbing of driveways, parking areas and walkways;
- g. Moving/cutting of lawn grass and disposal of leaves; and
- h. Replanting and application of fertilizers, when necessary.

III. MONTHLY SCHEDULE/OPERATIONS

- a. Thorough cleaning of all areas covered;
- b. Inspection and cleaning of gutters including reporting any damage thereto;
- c. Cleaning of ceiling, including light diffusers, lamps, air-conditioning outlets, venetian blinds, screen, etc.;
- d. Waxing and polishing wood furniture, rails, trim, etc;
- e. Waxing and polishing walls; and
- f. Replacement of indoor plants, as necessary.

B. JANITORIAL EQUIPMENT

The **AGENCY** shall provide the necessary equipment to undertake janitorial, sanitation and related services, such as, but not be limited to, floor polishers, grass cutters and mops.

CHED may require the **AGENCY** to provide such equipment relevant to or necessary for the effective performance of its obligations upon notice to and consultation with the necessary **AGENCY** officials.

C. WORKING HOURS

The **AGENCY** shall render services for eight (8) hours a day, six (6) days a week, Mondays-Saturdays. The **CHED** shall however, prescribe the time or schedule of work to be followed by the employees of the **AGENCY**.

D. COMPENSATION AND MANNER OF PAYMENT

For and in consideration of the services rendered by the **AGENCY**, the **CHED** shall pay the **AGENCY** in accordance with the amounts listed in **ANNEX "B"** hereof for each janitor per month (or a total amount of **Three Million Nine Hundred Seven Thousand Four Hundred Forty Pesos (Php3,907,440.00)**). Payments shall be on the 15th and/or end of every month preferably through the Automated Teller Machine or in any other manner as the **CHED** may see fit.

The statement of account shall be accompanied by:

1. A duplicate copy of bank's "certificate" with the signature of the appropriate bank officer showing confirmation that the amount debited

Handwritten note:
Nanda M. Pagan
CHED

was against the **AGENCY'S** account and thereafter credited to the account stated therein. In case where payment is through modes other than ATM, a certified true copy of signed payroll duly noted by the Maintenance Unit Head shall be submitted

2. An executive summary covering the following:
 - a. Name of Janitors;
 - b. Actual number of hours in a day/shift rendered;
 - c. Number of days rendered for the period;
 - d. In cases of absences, to show name of reliever, if any, and number of hours/days(s) involved; and,
 - e. The amount paid in janitor for the period.
3. The janitor's daily time records for the previous billing period duly certified by the Administrative, Financial and Management Service and noted by the Office of the Executive Director.
4. A certification under oath by the **AGENCY** that all janitors assigned to the **CHED** have been paid their wages for the period claimed in accordance with relevant Wage Orders and Mandatory benefits such as SSS, Medicare, etc.,

All claims for differentials as a result of relevant Wage Orders shall be filed within three (3) months from the effectivity of the Wage Orders and must be accompanied by: a certification under oath that the same has been paid to the janitors, and a certified true copy of the duly accomplished payroll signed by Administrative and Finance Service.

The **AGENCY** must implement the applicable wage orders within three (3) months from the effectivity thereof.

Deductions made from the salaries of janitors plus the corresponding employer's (**AGENCY**) share of SSS, Philhealth and PAG-IBIG shall be remitted to the respective offices on a monthly basis. Proofs of said remittances shall be a requirement for payment of **AGENCY'S** claim which shall be on a quarterly basis. Remittances for the 1st quarter shall be attached to claims for the period April 1-15. Remittances for the 2nd quarter shall be attached to claims for the period July 1-15. Remittances for the 3rd quarter shall be attached to claims for the period of October 1-15. However, remittances for the 4th quarter (October-December) shall be attached to claims for the period December 16-31.

The **CHED** reserves the right to verify the actual wages being paid to the janitors. All payments under this contract shall be subject to the usual accounting and auditing rules of the government.

The **AGENCY** shall pay all personnel costs under this contract:

- a. Wages, salaries and wage adjustments, if any;
- b. Social Security premiums and insurance required by law;
- c. Any remunerations required by law;

Handwritten notes:
Santo N. Reyes
Qued

- d. Uniforms, IDs, etc. and
- e. Government licensing charges and taxes.

E. BID PRICE ADJUSTMENT

Bid Price shall be adjusted in the event of wage increase pursuant to law or wage orders that will be issued after the date of bidding.

F. PERSONNEL

1. In case the **CHED** decides to request for additional number of personnel from the **AGENCY**, the monthly consideration specified in Section D hereof shall be observed.
2. The **AGENCY'S** employees shall always be in proper and clean uniform provided by the **AGENCY**. For easy identification, all janitors shall wear ID tag and only one type of uniform and color scheme shall be adopted.
3. The **AGENCY** agrees to submit itself, its representatives and all its workers under it to security and safety rules and other pertinent regulations of the **CHED**.
4. The **AGENCY** shall, upon representation by the **CHED**, replace any janitor:
 - a. Whose work performance, behavior and attitude falls below the standards of the **CHED**; or,
 - b. Whose conduct is unsatisfactory or prejudicial to the best interests of the **CHED**; or,
5. The **AGENCY** shall provide the **CHED** a copy of the biodata of all janitors deployed to the **CHED**. Each biodata shall contain a recent photo as well as the specimen signature of the janitor.

G. OBLIGATIONS OF THE AGENCY TO ITS EMPLOYEES

Aside from paying their employees the proper wages and benefits, the **AGENCY** shall:

- g.1 Provide each janitor with at least two (2) sets of new uniforms and an ID at the start of the contract period. The **AGENCY** shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;
- g.2 Notify the janitors at the time of hiring as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
 - a. The rate of wages payable;
 - b. The method of calculation of wages;
 - c. The periodicity of wage payment- the hour, day and place of payment;

Agency shall provide uniforms

- d. Any increase or change with respect to any of the foregoing items during the existence of the contract.
- g.3 Provide each janitor with a copy of the manual operations/company rules and regulations of the **AGENCY** on the following:
- a. Recruitment of personnel;
 - b. Salaries of personnel;
 - c. Attendance/leave credits;
 - d. Performance standards;
 - e. Sanctions for violation(s) of company rules and regulations;
 - f. Equipment and supplies; and,
 - g. Duties/functions/responsibilities of personnel.

The **AGENCY** shall have primary and principal responsibility for the discipline of all its assigned janitors under its employment.

H. PERFORMANCE BOND

The **AGENCY** shall post a performance bond issued by a surety or insurance company duly certified by the Insurance Commission, as a authorized to issue such security, within ten (10) days upon receipt of the Notice of Award (NOA) in the amount equivalent to thirty percent (30%) of the total contract price to guarantee the full and faithful performance of its obligations according to the terms and conditions hereof, which shall include any losses or damages that may be sustained by the **CHED** as a result of the negligence of the **AGENCY** or its employees in the performance of its duty.

I. LIABILITIES AND THIRD PARTIES

There exists no employer-employee relationship between the **CHED** and the **AGENCY** and/or the latter's personnel. The **AGENCY** warrants this fact to third persons.

The **AGENCY** further warrants that the **CHED** shall be free from any suit or liability resulting from claims by third parties of any nature, whether of injuries, damage or death, caused by the employees of the **AGENCY** in the performance of their duties. Likewise, the **AGENCY** warrants that the **CHED** shall be free from any suit or liability of any nature, whether of injuries, damage or death that may be suffered by the janitors in the performance of their duties.

The **AGENCY** shall at all times stand solely liable and/or responsible for said eventualities and shall hold the **CHED** free from any and all liabilities in respect thereto or arising there from. If despite said stipulation, the **CHED** is still sued for any claim arising from this contract and is adjudged liable for said claim, then the **AGENCY** will immediately pay to the **CHED** the amount of the judgement debt to enable the latter satisfy the same to the winning party.

Handwritten notes:
CHED
AGENCY
third persons

All legal expenses incurred by the **CHED** caused by such suit shall be paid by the **AGENCY** to the **CHED** within five (5) days from notice. **CHED** has the authority/option to obtain such expense from the performance bond required from the **AGENCY** under the contract.

J. DISAGREEMENT, VENUE OF ACTION AND GOVERNING LAW

The **AGENCY** and the **CHED** shall resolve any dispute arising out of, or relation to this contract which cannot be settled amicably shall be filed in the proper court of Quezon City, to the exclusion of all other courts and venues. This contract shall be construed, interpreted, in accordance with and governed by Philippine laws.

K. DURATION OF AGREEMENT

This contract shall take effect on March 1, 2021 and shall continue to be in force and effect until December 31, 2021, however, the **CHED** may, upon written notice, arising from the violation by the **AGENCY** of any of the provisions herein, rescind the contract for such failure of the **AGENCY** to abide by the terms and conditions hereof.

Failure of the **CHED** to demand compliance with any of the conditions stipulated herein, or any act of liberality on the part of the **CHED**, shall not be considered or construed as a waiver on the part of the **CHED** of its right/authority to enforce any of the provisions of this contract nor shall it relieve the **AGENCY** of any of its obligations provided herein.

L. MISCELLANEOUS

Any revision, modification or variation on any of the terms and conditions agreed upon in this contract shall be reduced to writing in order to bind the parties.

Manila de Mesa

IN WITNESS WHEREOF, the parties have hereunto signed this contract on the date and place above-stated.

COMMISSION ON HIGHER EDUCATION

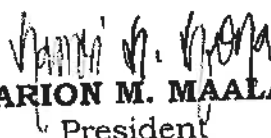
**D' TRIUMPH CLEANERS
AND ALLIED SERVICES,
INC.,**

By:



J. PROSPERO E. DE VERA III, DPA
Chairperson

By:



MARION M. MAALA
President

Signed in the presence of:



ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO
Executive Director IV

Certified Funds Available:



MIRRIAM V. MIRANDA

Chief Accountant

ORI 2021-02-00346, 7 9,907,445

ACKNOWLEDGEMENT

**REPUBLIC OF THE PHILIPPINES
QUEZON CITY) S.S.**

BEFORE ME, a Notary Public, for and in Quezon City, Philippines

NAME	GOVERNMENT VALID ID	PLACE AND DATE ISSUED
J. PROSPERO E. DE VERA III	CHED ID # CO-0394	CHED
MARION M. MAALA	UMID CMW 0077-8757522-	SSS

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntarily act and deed and that of the institutions represented including their instrumental witnesses.

This instrument is for the procurement of service provider: Lease of Photocopying Machines for CHED Central Office for Twelve (12) Months consisting of three (3) pages including the page in which the Acknowledgement is written and signed at the corresponding spaces provided therefore by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this FEB 22 2021 day of February 2021 in Quezon City, Philippines.

Doc. No. 39
Page No. 9
Book No. VII

Series of 2021

Hermano
ATTY. HERMINO T. UBANA, SR.
Notary Public for Las Pinas City until December 31, 2022
PTR No. 6111232-121-09-2021, Las Pinas City
BSP No. 122279-11-22-20, Pasig City
Attorney's Reg. No. 19807
MCLE Compliance No. VI-0572335, 01-04-2019
No. 411 Malacañon St., Ph. IV-G Marikina Subd.
Marikina III, 1740 Las Pinas City
Tel. No. 6874-6060 / Cell: 0917-016-0149

Handwritten notes:
S.M.P.
De Vera
Maala