

MARITES M. MARISTELA, CESO III

CONTRACT AGREEMENT NO. 2022-01-01

PROCUREMENT OF JANITORIAL SERVICES FOR THE DSWD FIELD OFFICE III

THIS AGREEMENT made on the ___ day of _____ 2022 between

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT REGIONAL OFFICE III, a national government agency operating under the laws of the Republic of the Philippines, with office address at Diosdado Macapagal Regional Government Center, Barangay Maimpis, City of San Fernando, Pampanga represented by MARITES M. MARISTELA, in her capacity as the Regional Director, hereinafter referred to as the "**PROCURING ENTITY**",

- AND -

WE LINK MANPOWER SERVICES with DTI No. 1052560 located at 2nd Avenue, Unisite Subd., Del Pilar, City of San Fernando Pampanga, represented by Adrienne Theresa Z. Dizon, in her capacity as Owner, hereinafter referred to as the "**AGENCY**";

WHEREAS the "**PROCURING ENTITY**" invited Bids for certain goods and ancillary services viz: **PROCUREMENT OF JANITORIAL SERVICES FOR THE DSWD FIELD OFFICE III** and has accepted a Bid by the Contractor for the labor and materials in the sum of **FOUR MILLION SEVEN HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS & 59/100 (P4,786,888.59)** (hereinafter called "the Contract Price).

ANGELICA T. LAFUENTE

ARTICLE I INTRODUCTION AND INTEGRAL DOCUMENTS

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred;
2. The following documents shall be deemed to form as integral part of this Agreement and be read and construed as part of this Agreement, viz.:
 - 2.1 the Canvass Form and the Price Schedule submitted by the Contractor;
 - 2.2 the Schedule of Requirements and the Technical Specifications;
 - 2.3 the DSWD FO III PHILGEPS Posting with Reference No. 8216559;
 - 2.4 the Supplemental Bid Bulletin No. 2021-12-02;
 - 2.5 the DSWD FO III BAC Resolution No. 2020-12-30 & 31;
 - 2.6 the General Conditions of Contract;
 - 2.7 the Special Conditions of Contract;
 - 2.8 the Procuring Entity's Notification of Award and Proceed.

ARMONT C. PECINA

ARTICLE II DURATION OF THE CONTRACT

1. The term of this Contract shall be for a period of Eleven (11) months on February 1, 2022 to December 31, 2022, unless sooner terminated in accordance with the provisions hereof;
2. After expiration of this contract and no new contract has been made or issued by the "**PROCURING ENTITY**", this contract shall be deemed extended to not more than (1) one-year subject to assessment or evaluation of the contractor's

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performance and in no case shall the total contract renewals exceed two (2) years only provided that the Performance Bond shall have been posted and updated during the extension period;

3. The "**PROCURING ENTITY**" reserves the right to revoke or terminate the contract after thirty (30) calendar days from service thru written notice to the "**AGENCY**", after due verification of facts that the latter is not providing satisfactory services, or not complying with the terms and conditions of this contract;
4. The "**PROCURING ENTITY**" may cancel or terminate this contract on the ground of any violation by "**AGENCY**" and/or any of its personnel of any or some of the terms and conditions of the contract laid down in Annex "C";
5. Upon either expiration or termination of the contract, the "**AGENCY**" shall not withdraw its personnel without the proper turnover; to an incoming service provider to maintain status quo and avoid interruptions in the operations of the Client as provided for in the Appendix 24 of Republic Act 9184 or the Revised Guidelines on the Extension of Contracts for General Support Services. Violation of which shall cause the blacklisting of the "**AGENCY**" from its future participation in the bidding for janitorial services with the "**PROCURING ENTITY**";
6. This Contract of Service shall be subject to existing laws, rules and regulations on government contracts, including auditing rules and regulations.

ARTICLE III SCOPE OF RESPONSIBILITY

A. SERVICE AREAS AND FACILITIES

The following areas shall be covered by the Janitorial Services, comprising of office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways and common areas:

- a. DSWD FO III Main Building (2 storey)
- b. DSWD FO III Building II (3 storey with roof deck)
- c. DSWD FO III Rear Offices Building (2 storey)
- d. DSWD FO III Administrative Building (2 storey), Covered Court and Regional Warehouse
- e. DSWD FO III Aoshi Building
- f. DSWD Provincial Extension Offices for Aurora, Bataan, Bulacan, Nueva Ecija, Pampanga, Tarlac and Zambales

B. CLEANING AND JANITORIAL SERVICES

The services for maintenance and sanitation shall include, but shall not limited to the following:

1. Tender of task schedules and maintenance plan/work program in conformity with the required services;
2. Maintain daily logs, checklist and such pertinent reports on the conduct of the services and shall make these available anytime to DSWD Field Office III and DPEOs;
3. Submit reports of any defects in their areas of responsibility within the day of inspection;
4. Conduct its cleaning and janitorial services in this fashion, to wit:
 - a. Sweeping, spot scrubbing, wet mopping and polishing of all floor premises, including staircases and railings and wiping of all glass doors, windows and walls;


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- b. Cleaning, dusting and polishing of all office furniture and fixtures, equipment including disposal of garbage through segregation, digging/provision of compost pits;
- c. Cleaning and sanitizing of kitchen sinks and countertops, wash rooms and bathrooms including its lavatories, urinals, toilet bowls and other fixtures using a special and high-quality disinfecting agent;
- d. Tending the ground, dusting of all indoor plants' leaves, watering of outdoor plants;
- e. Collecting garbage from all offices;
- f. General cleaning of sidewalks, yards, parking spaces and areas surrounding the building;
- g. Cleaning if the perimeter area of all janitorial staff at 10.00Am; and
- h. Performing other similar task as maybe necessary and related to daily routine operations.

2.2 Weekly Services (every Saturday)

- a) General cleaning of the entire office premises which includes stripping and scrubbing off of old wax, applying new coat and polishing the same;
- b) General cleaning of all sets of furniture and fixtures, office equipment which includes dusting, wiping spot scrubbing, application of high-grade solution and polishing the same;
- c) General cleaning of all waste receptacles and waste cans;
- d) General cleaning of all comfort rooms;
- e) Cleaning of all inside office interior and exterior glass doors, windows, walls and washing of venetian/vertical blinds;
- f) Assisting in housekeeping services such as changing and washing of beddings of Field office III and DPEOs table cloths, seat cover and the like, as the need arises;
- g) Maintaining/re-arranging indoor plants at the lobby, first floor, hallways and attending to concerns (on floor level) of the Field Office main building, Annex building and other location covered;
- h) Taking-out indoor plants for watering and exposure to sunlight within the premises;
- i) Spraying of insecticide using high quality and environment-friendly products; and
- j) Performing other tasks as may be necessary and related to the Department's activities and transactions.

2.3 Bi-weekly Services (Monday and Thursday)

Providing ground maintenance to include grass cutting and landscaping of the areas around the building

2.4 Monthly Services (every first Saturday of the month)

- a. General cleaning of all areas like floors, walls, ceilings, wall decorations, premises and building perimeter, parking areas and areas within the perimeter of the office;
- b. General cleaning of window glasses, downspouts, vacuum cleaning and shampooing of carpets and officers' executive and Visitors' chair, cleaning of diffusers and electrical fans;
- c. Providing the restroom of officers of the Department with bath soap (regular size), bathroom tissue and deodorant cake. While all the common restrooms in each floor of the Central Office buildings, annex buildings and other areas covered by the Contract shall be provided with liquid soap and deodorant cake; and
- d. Facilitating fogging/misting services using high-grade but environment-friendly chemical.

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2.5 As need arises

Report all discovered broken/missing lights, fixtures, furniture and equipment to the Facility management for needed action.

- a. The **"AGENCY"** shall provide the needed equipment, tools, supplies and materials to be used in performing the above services that shall be for the account of the **"AGENCY"** with the exemption of the water and electricity consumption that shall be for the account of the **"PROCURING ENTITY"**

- b. Required Equipment, Tools, Supplies and Materials

The Administrative Division-General Services Section shall monitor the consumption of supplies to determine its adequacy and effectiveness and ensure that the required volumes of supplies are met.

Supplies and cleaning materials to be supplied must pass the DTI products Standard and to the extent possible, must be non-toxic, eco-friendly and possibly Philippine made supplies and materials. All equipment and tools must be provided one (1) day before the commencement of the contract (see Annex A "List of items and their brand" of the TOR).

2.6 Schedule of Delivery of Equipment, Tools, Supplies and Materials

- a. The list of supplies and cleaning materials that will be delivered to **"PROCURING ENTITY"** on a monthly basis shall be delivered every 1st week of the month. If the supplies are found to be defective and substandard, the **"PROCURING ENTITY"** shall require the **"AGENCY"** to immediately replace the items/supplies.

- b. The Administrative Division-General Services Section shall ensure/monitor that the supplies are delivered per required schedule. All supplies and materials delivered shall be owned and managed by the AD-GSS. Any late delivery of the **"AGENCY"** shall be charged with liquidated damages for non-compliance. One-Tenth of One percent (1/10 of 1%) of the cost of the delayed supplies shall be deducted from the succeeding monthly billing for every day of delay per supply.

In the event that the supplies and materials are in excess of the requirement, the quantity and items could be adjusted for the more useful supplies and materials. However, the amount shall be equivalent to the original cost of the replaced items. The tools and equipment listed under Annex A shall be returned to the **"AGENCY"** upon completion of the contract.

- c. The **"AGENCY"** shall provide and make available to the **"PROCURING ENTITY"** the required number of qualified manpower and labor, which shall perform their duties as enumerated in Section 1 and 2.

ARTICLE IV REPORTING REQUIREMENTS

1. The **"AGENCY"** shall prepare regular reports on the day-to-day operations especially problems encountered while providing the service;
2. Said reports shall be submitted every week at the Office of the General Services Section Chief;
3. The **"AGENCY"** shall finalize monthly reports on the progress of implementation to be attached to its monthly billings.

ADRIENNE THERESA Z. DIZON


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ARMONT C. PECINA


ADRIENNE THERESA Z. DIZON

ARTICLE V DEPLOYMENT, SUPERVISION AND ADMINISTRATION

1. Both "**PARTIES**" understand that there shall be no employer-employee relationship between the "**PROCURING ENTITY**" and the "**AGENCY**". It is expressly and clearly agreed that the janitorial personnel under this Contract shall, in no case, be considered as employees of the "**PROCURING ENTITY**" but shall remain as employees of the "**AGENCY**".
2. The "**AGENCY**" shall deploy twenty (23) janitorial personnel including one (1) working supervisor - (10 to DSWD Provincial Extension Office and 13 to DSWD Regional Office in accordance with Terms of Reference (Annex "C");
3. The "**AGENCY**" hereby warrants that all its personnel are properly screened and declared physically and mentally fit before deployment to the "**PROCURING ENTITY**" as provided in the Technical Specifications of the bidding document (Annex "A");
4. The "**AGENCY**" shall ensure that its personnel are qualified and able to meet the requirements of the "**PROCURING ENTITY**";
5. The "**PROCURING ENTITY**" shall have the right to select, change or refuse any personnel assigned by the "**AGENCY**" at any point in time;
6. The "**PROCURING ENTITY**" reserves the right to demand replacement of any personnel at any time for any reason. The "**AGENCY**" shall immediately replace any personnel whose behavior, conduct and appearance, performance of duty is not satisfactory to the "**PROCURING ENTITY**". Such replacement shall be in effect within twenty-four (24) hours from receipt of request;
7. The "**AGENCY**" shall assume full responsibility for screening and deployment of its personnel.
8. Concerns and complaints referred by the "**PROCURING ENTITY**" to the "**AGENCY**" shall be acted upon by the latter within twenty-four (24) hours to the satisfaction of the former.
9. The "**AGENCY**" shall always make available relievers and/or replacements to ensure continuous and uninterrupted service in case of absences. Relievers and replacements shall be qualified and carefully selected;
10. The "**AGENCY**" shall provide adequate and responsible supervision over its personnel and assume full responsibility for the proper and efficient performance of their duties;
11. The "**AGENCY**" shall assign a Supervisor and Inspector who shall be responsible for the overall management and coordination of work to be performed as per contract provisions and shall act as the central point of contact with the "**PROCURING ENTITY**". The Supervisor shall have full authority to act for and in behalf of the "**AGENCY**" while on duty;
12. As employer, the "**AGENCY**" shall retain and exercise the sole, exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures on its personnel. Provided, however, that the "**PROCURING ENTITY**" may seek immediate replacement or transfer upon determination that the continuous presence of "**AGENCY**" personnel is "detrimental" to the "**PROCURING ENTITY**";
13. The "**AGENCY**" shall give a written notice to the "**PROCURING ENTITY**" whenever any of its personnel is to be removed or replaced. Provided that, no personnel already assigned to the "**PROCURING ENTITY**" shall be removed, changed or transferred to any place of assignment, without just cause, and with the concurrence of the "**PROCURING ENTITY**". Likewise, the replaced personnel shall receive the salary of at least the minimum wage effective at the time he assumed to his work;
14. The "**AGENCY**" shall give prior notice to the "**PROCURING ENTITY**" of any personnel replacement and secure its approval prior to actual deployment;

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15. The "**AGENCY**" shall not withdraw or replace any personnel involved in any violation of this contract or the "**PROCURING ENTITY**" policies and rules and regulations until after proper investigation has been made by the "**CLIENT**";
16. "**AGENCY**" personnel found to be under the influence of alcohol and/or prohibited drugs shall be immediately replaced from his post, and the "**PROCURING ENTITY**" shall deduct the cost of maintaining the post;
17. The "**AGENCY**" shall require its personnel to use the Bundy clocks in order to properly maintain a record of attendance;
18. The "**AGENCY**" shall require its personnel to wear the prescribed uniform while on duty;
19. The "**AGENCY**" is expected to maintain a satisfactory level of performance throughout the term of contract based on the performance criteria which shall include among others, quality of service delivered, time management, suitability of personnel, contract administration and provision of regular progress reports on the status of office premises, if any. This shall serve as basis for performance assessment and extension or renewal of contract, if applicable;
20. The "**PROCURING ENTITY**" shall have the right to conduct random drug testing to its personnel at least once in the duration of the contract.

ARTICLE VI

SALARIES AND BENEFITS OF JANITORIAL PERSONNEL

1. The "**AGENCY**" shall pay each of its personnel the monthly salaries and other fringe benefits in accordance with the Labor Code of the Philippines, pertinent laws, decrees, and other existing issuances governing private employment. As such, the "**AGENCY**" hereby warrants faithful compliance with all the laws, rules and regulations pertaining to employment in the private sector, which are now existing or may hereafter be enacted, including but not limited to the minimum wage, social security, compensation and medical requirements;
2. The "**AGENCY**" hereby assumes full responsibility for 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 the "**AGENCY**" personnel or third parties by reason of negligence, indifference, disobedience, arbitrary conduct, or any act attributable to its personnel;
3. The "**AGENCY**" shall assume full responsibility on any claim for any compensation on injuries from accidents of its personnel assigned to the "**PROCURING ENTITY**" in connection with the performance of their duties and shall free the "**PROCURING ENTITY**" from any suit in connection therewith;
4. The "**AGENCY**" shall furnish the "**PROCURING ENTITY**" with proof of receipt that it has paid its personnel assigned in accordance with labor laws. The "**AGENCY**" shall submit duly notarized monthly report of payment/remittance of SSS, Philhealth, Pag-ibig, and other lawful benefits. The monthly report should be submitted to the "**PROCURING ENTITY**";
5. The "**AGENCY**" grants the "**PROCURING ENTITY**" authority to deduct the proportional amount from the former's fees, in cases of the tardiness and absences of its personnel.
6. Should there be any complaint from the "**AGENCY**" personnel regarding any delay of salary, non-payment of overtime and holiday pays, non-remittances of government dues, the "**PROCURING ENTITY**" may require the former to explain in writing the reason/s of the delay and the "**PROCURING ENTITY**" may demand from the "**AGENCY**" documents evidencing payment of salaries, overtime and holiday pays and remittance of government dues as a pre-requisite to the payment of service fees;
7. The "**PROCURING ENTITY**" may demand from the "**AGENCY**" copies of its payrolls, SSS, Pag-ibig remittances and other documents from time to time to ensure strict compliance by the "**AGENCY**" with labor and related laws and its

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implementing rules and regulations. Failure of the "AGENCY" to fulfill this obligation will cause the termination of this Contract.

8. The "AGENCY" personnel may render overtime services depending upon the exigencies of the services and funds availability of requesting office. Overtime services rendered are not included in the budget allocation for this Term of Reference.

ARTICLE VII CONTRACT RATE AND TERMS OF PAYMENT

1. The "AGENCY" shall bill the "PROCURING ENTITY" monthly and the Obligation and payment shall be based on the actual expenses incurred by the "AGENCY".
2. The "PROCURING ENTITY" shall pay the "AGENCY" the corresponding service fee as indicated in the Official Bid Form and Price schedule submitted by the "AGENCY" (Annex "B"), which shall be an integral part of this contract.

ARTICLE VIII PERFORMANCE BOND

1. The "AGENCY" shall post a performance and surety bond to answer faithful compliance with this Contract and to answer for any and all losses, claims, liabilities or damage which may be incurred by the "PROCURING ENTITY" by reason of the former's failure to perform its obligations under this Contract.
2. Five percent (5%) of the total contract price in the form of cash, cashier's check or manager's check issued by a universal bank; bank draft, bank guarantee or irrevocable letter of credit issued by a Universal or Commercial bank if issued by a foreign bank; or
3. Thirty percent (30%) of the total contract price in the form of surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

ARTICLE IX CONFIDENTIALITY AGREEMENT

The "AGENCY" undertakes to ensure that all the Janitorial and Maintenance crew/personnel under its employment understand that they shall not disclose or bring any proprietary information belonging to the "PROCURING ENTITY" including the employees of the latter for which they have come to encounter or have accessed in the discharge or performance of their duty without the consent of the latter.

Likewise, the "AGENCY" agrees to abide with the mandates of Republic Act 10173 otherwise known as "Data Privacy Act of 2012".

IN WITNESS WHEREOF 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.


ADRIENNE THERESA Z. DIZON

ARMONT C. PECINA

ANGELICA F. LAFUENTE

For:

DEPARTMENT OF SOCIAL WELFARE
AND DEVELOPMENT FIELD OFFICE III


MARITES M. MARISTELA, CESO III
Regional Director

For:

WE LINK MANPOWER SERVICES


ADRIENNE THERESA Z. DIZON
Owner

CERTIFIED AS TO AVAILABILITY OF FUNDS:


ANGELICA T. LAFUENTE
Regional Accountant

SIGNED IN THE PRESENCE OF:


ARMONT C. PECINA
DC Administrative Division

ACKNOWLEDGMENT

Republic of the Philippines

Province of _____) s.s

City of CITY OF SAN FERNANDO, PAMPANGA

JAN 25 2022


BEFORE ME this _____ day of _____ at the City of
CITY OF SAN FERNANDO, PAMPANGA in the Philippines personally appeared:

NAME	ID DETAILS	Place/Date Issued
MARITES M. MARISTELA, CESO III		
ADRIENNE THERESA Z. DIZON	Driver's License 40-07004935	CEP/10-05-2019

Known to me to be the same persons who executed the foregoing contract consisting of eight (8) pages including this page, for the purpose set forth therein and they acknowledge to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

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Series of 2022


VICTOR B. ROQUE
Notary Public
In the City of San Fernando, Pampanga
Until June 30, 2022
Notarial Commission No. 21-20
Office Address:
12 Immaculate Conception St.
Dolores Homesite Ext. 2,
City of San Fernando, Pampanga
Roll of Atty. No. 35650
PTR No. SF 3908929 Jan. 3, 2022
IRP No. 170606 Dec. 16, 2021