

**CONTRACT OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**15 JAN 2025**

This Contract of Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, with office address at the Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its OIC-Executive Director, **JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

**D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.**, a company licensed to operate business under the laws of the Republic of the Philippines with principal office address at 349 Molino Rd., San Nicolas III, Bacoor City, Cavite, represented in this Act by its President, **MARION M. MAALA**, hereinafter referred to as the **SUPPLIER**;

**WITNESSETH**

**WHEREAS**, the **PCAF** requested the procurement of One (1) Lot One (1) Year Janitorial Services to maintain cleanliness and sanitation of PCAF offices and premises for FY-2025 through PR No. 24-10-518 and was posted in the PhilGEPS for bidding;

**WHEREAS**, the **SUPPLIER** is engaged in the supply and delivery of janitorial services and had submitted its bid;

**WHEREAS**, the opening of bids was held on 29 November 2024, 11:00 a.m. at the Apacible Conference Room A, 3<sup>rd</sup> Floor, Apacible Hall, PCAF Building, DA Compound, Elliptical Road, Diliman, Quezon City;

**WHEREAS**, the following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

1. Philippine Bidding Documents (PBDs);
  - A. Schedule of Requirements;
  - B. Technical Specifications;
  - C. General and Special Conditions of Contract; and
  - D. Supplemental or Bid Bulletins, if any
2. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
3. Performance Security;
4. Notice of Award of Contract; and the Bidder's conforme thereto; and
5. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional**

contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

WHEREAS, after due evaluation by the Bids and Awards Committee (BAC), the SUPPLIER was declared as the Single Calculated and Responsive Bid, thus, the BAC recommended to the HOPE to award the above mentioned procurement to the SUPPLIER;

WHEREAS, PCAF issued the Notice of Award to the SUPPLIER on January 6, 2025;

NOW THEREFORE, in view of the foregoing premises, the parties have agreed to these following terms and conditions:

Section 1

**SCOPE OF SERVICES**

The SUPPLIER shall provide the required One (1) Lot One (1) Year Janitorial Services to maintain cleanliness and sanitation of PCAF offices and premises for FY-2025.

Section 2

**CONTRACT PRICE**

For and consideration of the SERVICES to be undertaken by the SUPPLIER, PCAF shall pay the SUPPLIER in Philippine Currency in accordance with the Contract the total amount of **Two Million Nine Hundred Twenty-Eight Thousand Pesos Only (₱2,928,000.00) inclusive of all applicable government taxes and fees** for the whole duration of the agreement.

Section 3

**RESPONSIBILITIES OF THE SUPPLIER**

The SUPPLIER shall:

1. Provide the required One (1) Lot One (1) Year Janitorial Services to maintain cleanliness and sanitation of PCAF offices and premises for FY-2025 in the total amount of **Two Million Nine Hundred Twenty-Eight Thousand Pesos Only (₱2,928,000.00)**.
2. Be held accountable for all liabilities resulting from damage or loss of property, death or injury caused by the fault or negligence of the SUPPLIER's employees and personnel during the duration of this contract;
3. Hold PCAF free from any third-party liability arising from damage or loss of property, death, or injury to individuals resulting from any incident caused by the fault or negligence of the SUPPLIER's employees and personnel during the duration of this contract.
4. Ensure that all the services to be performed under or pursuant to this contract shall meet the same high standards as those offered by similar businesses of



superior knowledge and skill engaged in similar services under analogous circumstances;

5. Acknowledge the receipt of payment by issuing a Sales/ Service Invoice in the name of the **PCAF**.

Section 4

**RESPONSIBILITIES OF PCAF**

The **PCAF** shall:

1. Ensure that the **SUPPLIER** meets the required specifications for the duration of the agreement
2. Allocate and disburse funds in the total amount of **Two Million Nine Hundred Twenty-Eight Thousand Pesos Only (₱2,928,000.00)** to **D'TRIUMPH CLEANERS AND ALLIED SERVICES, INC.** for the procurement of One (1) Lot One (1) Year Janitorial Services to maintain cleanliness and sanitation of **PCAF** offices and premises for FY-2025; and
3. Pay the **SUPPLIER** after receipt of the billing statement.

Section 5

**TERMS OF PAYMENT**

**PCAF** binds itself to pay the **SUPPLIER** monthly after the receipt of each billing statement.

Section 6

**INCLUSION IN THE SERVICES**

**Manpower Requirements:**

Eight (8) experienced and physically fit janitors: four (4) male and four (4) females, to maintain cleanliness and sanitation of **PCAF** office and premises for the period January 16, 20245 to December 31, 2025.

The Leadman or supervisor must be **TESDA** trained with a Certificate on Housekeeping.

**Supplies, Materials and Equipment Requirements:**

The Supplier shall provide supplies, materials and equipment in accordance with the Schedule of Requirement and Terms of Reference as stipulated under Section VI of the **PBDs, ITB No. 2024-004**.

Section 7

**TERMINATION OF CONTRACT**

Either party may terminate this Contract for any material breach committed by the other party, provided that the erring party is given written notice of the breach and fails to remedy the same within a reasonable period, as warranted by the circumstances.

Termination shall take effect upon the issuance of a written notice served at least one (1) day before the intended termination date, unless otherwise provided in this Contract.

Section 8

## VENUE OF ACTION

The Parties agree to resolve any disputes or differences arising from this Contract amicably and through mutual consultation. Should litigation become necessary, the venue of action shall be exclusively in the proper courts of Quezon City, Philippines.

### Section 9

## CAPACITY AND AUTHORIZATION

Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.

### Section 10

## FORCE MAJEURE

Neither Party shall be liable for delay or failure in the performance of any of its obligations under this Agreement due to a Force Majeure Event, such as acts of God, fires, earthquakes, natural disasters, acts of war, terrorism, floods, government intervention, epidemics, or other events that render performance illegal, impossible or impractical.

The affected Party must promptly notify the other Party of the Force Majeure Event and make reasonable efforts to mitigate its effects and resume performance as soon as practicable.

### Section 11

## LIQUIDATED DAMAGES

As provided in Section 68 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, the contractor/supplier shall be liable for liquidated damages in the event of a breach of contract.

In the event that the **SUPPLIER** fails to perform any of the services required under this Contract within the specified period or fails to deliver the required outputs to the satisfaction of **PCAF**, the **SUPPLIER** shall be liable for liquidated damages. Such damages shall be imposed at a rate equivalent to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion of the Contract for each day of delay.

If the cumulative liquidated damages reach ten percent (10%) of the contract value, the Procuring Entity may, at its discretion, rescind or terminate the contract, without prejudice to other available remedies.

The amount of liquidated damages will be deducted from any payments due or that may become due to the **SUPPLIER** under this Contract, without need for demand.

### Section 12

## OTHER CONDITIONS OF THE CONTRACT

- a. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- b. The **SUPPLIER** shall exercise extraordinary diligence in the performance of its duties.
- c. In the event of any damage to or loss of property belonging to **PCAF** employees or personnel caused by the negligence or intentional acts of the **SUPPLIER's** employees or personnel, the **SUPPLIER** shall be held liable for such damages.
- d. The **SUPPLIER** shall ensure the notarization of this Contract, and all expenses related to the notarization shall be borne by the **SUPPLIER**.



Section 13

**AMENDMENT**

All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed by both parties in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 15 day of JAN 2025 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES**

PCAF

  
**JULIANA E. OPULENCIA**  
OIC-Executive Director

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

SUPPLIER

  
**MARION M. MAALA**  
President

**SIGNED IN THE PRESENCE OF:**


  
**MARISA R. LO**  
OIC-Chief, Administrative, Financial and  
Management Division

  
**MYLIN M. LEAL**  
Corporate Secretary

**PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES**

ALLOTMENT AVAILABLE: ₱ 2,928,000  
OBS No. 02101012024-01-0012

FUNDS AVAILABLE: ₱ 2,928,000  
Contract No. 2025-01-0073

  
**JOSE REDENTOR H. BESENI0**  
OIC-Asst. Division Chief, AFMD &  
Chief, Budget Section

  
**MARIA DIVINA P. GONZALES**  
Chief, Accounting Section



**ACKNOWLEDGEMENT**

Republic of the Philippines )  
Quezon City ) s.s.

**15 JAN 2025** Before me, Notary Public, for and in **QUEZON CITY** this \_\_\_\_\_ day of \_\_\_\_\_ 2025 appeared the following persons presenting to me their respective identifications, to wit:

| Affiant              | Passport No./CTC No.    | Issued at     | Issued on       |
|----------------------|-------------------------|---------------|-----------------|
| JULIETA E. OPULENCIA | SC # 20-30902           | Cainta, Rizal | October 2, 2020 |
| MARION M. MAALA      | UMID CRN 0033-8354522-1 | Makati City   | -               |

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

*Quana*  
*Marion M. Maala*  
*[Signature]*

\_\_\_\_\_  
Notary Public

Doc. No. 263  
Page No. 163  
Book No. \_\_\_\_\_  
Series of 2025

**ATTY. RIZAL JOSE H. VALMORES**  
~~NOTARY PUBLIC~~  
UNTIL DECEMBER 31, 2026  
ADM. MATTER NO. 003  
PTR NO. 7016197 / 01-02-2025 / O.C  
IBP NO. 472850 / 10-23-2024 / Q.C  
ROLL NO. 28435  
MCLE NO. VIII-0008500 / 05-07-2024  
Add. #473 Boni Seirano Road, Barangay  
San Roque, Murphy Quezon City

