CALAMBA WATER DISTRICT
Lakeview Subdivision, Halang, Calamba City, Laguna
Tel. Nos. 545-1614; 545-2863; 545-2728; 545-7895; Fax No. 545-9752
www.cwd.com.ph

PHP QMS 21 93 0047

Project Reference No. CWD 59-2023

CONTRACT OF SERVICE AND DELIVERY OF GOODS

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service and Delivery of Goods made and entered this **19th day of December, 2023** at Calamba City, by and among:

> **D' TRIUMPH CLEANERS AND ALLIED SERVICES INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at **394 Molino Road, San Nicolas III, Bacoor City, Cavite** represented herein by its **President - MS. MARION M. MAALA**, hereinafter referred to as the **"SERVICE PROVIDER";**
>
> -and-
>
> **CALAMBA WATER DISTRICT**, a government owned and controlled corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines particularly PD. 198 as amended, with principal office at Lakeview Subd. Halang, Calamba City, Laguna, represented herein by its **GENERAL MANAGER – Mr. Exequiel A. Aguilar, Jr.** and the **HEAD OF THE PROCURING ENTITY (HOPE) – Chairperson, Dir. Ervy R. Mercado,** hereinafter referred to as **"CWD"**.

WITNESSETH That

Whereas, the **Service Provider** is in the business of supplying **Janitorial Services** while the **CWD** has jurisdiction, supervision and control over all waterworks within its service area in the city of Calamba, Laguna.

Whereas, **CWD** opened the bids for certain **Janitorial Services** particularly the **Supply of Janitorial Services for CY 2024 (CWD 59-2023);**

Whereas, **CWD** has accepted the **Service Provider's** Bid to provide **Janitorial Services** amounting to **Three Million Seven Hundred Forty-Four Thousand Pesos Only (Php 3,744,000.00),** as stated in the Schedule of Requirements, subject to the terms and conditions mentioned hereunder;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual agreements, covenants and stipulations hereinafter set forth, it is hereby agreed as follows:

Article I
PERIOD

The term of this contract shall be for a period of **one (1) year to commence on January 01, 2024 to December 31, 2024.**

To renew the contract, the **Service Provider** shall maintain a very satisfactory level of performance throughout the duration of the contract based on the following set of performance criteria as stated in the technical specifications;

(a) Quality of Services Delivered
(b) Time Management
(c) Management and Suitability of Personnel
(d) Contract Administration and Management
(e) Provision of Regular Progress Report

Article II
SCOPE OF AGREEMENT

It is hereby understood and agreed by both parties that the purpose of this Agreement is to have a covenant between the **Service Provider** and **CWD**, which is to provide **janitorial services** and the latter to pay the contract price as agreed upon.

This Agreement shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for **janitorial services** as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the Special Conditions of the Contract (SCC).

Article III
PROGRESS PAYMENTS

Payments shall be made only upon a certification from **CWD** to the effect that the services have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior agreement of the parties, no payment shall be made for services not yet rendered in this contract.

The **Service Provider's** written request for payment shall be addressed to the **CWD**, accompanied by a Daily Time Record (DTR) showing the services performed, and documents submitted pursuant to the Special Conditions of Contract (SCC).

Article IV
OBLIGATIONS OF PARTIES

Whenever the performance of the obligations in this Contract requires that the **Service Provider** obtains permit, approval, import, and other licenses from the local public authorities, the **CWD** shall, if so needed by the **Service Provider**, make its best effort to assist the latter in complying with such requirements in a timely and expeditious manner.

Article V
CONTRACT AWARD

CWD shall award the contract to the **Service Provider** whose Bid has been determined to be the **Single Calculated and Responsive Bid (SCRB).**

Prior to the expiration of the period of Bid validity, **CWD** shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award sent either thru personal service, by electronic means or registered mail. The receipt of such award must be confirmed in writing within two (2) days by the **SLCRB** and must be submitted back to CWD either thru personal service, electronic means or by registered mail.

The following documents shall be deemed to form and be read and construed as part of this Agreement, to viz.:

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; and
f) The Entity's Notification of Award

Article VI
LIQUIDATED DAMAGES

The **Service Provider** shall pay **CWD** liquidated damages for each day that the Service Date is later than the Intended Service Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The **CWD** may deduct liquidated damages from payments due to the **Service Provider.**

If the intended Service Date is extended after liquidated damages have been paid by the **Service Provider**, the **CWD** shall correct any overpayment of liquidated damages by adjusting the next payment certificate.

In case of loss or damages incurred by **CWD** as a result of intentional act or negligence of the employees of the **Service Provider,** the **CWD** shall be indemnified for the damages incurred.

Article VII
PRE-TERMINATION

During the term of this contract, the procuring entities shall conduct a monthly assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under Sec. VII of the Technical Specification;

Based on the assessment of the procuring entity, it may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contract issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004, upon thirty (30) days prior notice to the Agency.

Article VIII
AMENDMENT

No amendment or addition to this contract shall be binding on the parties unless put into writing and signed by or on behalf of each of the parties duly authorized representatives.

IN WITNESS WHEREOF, WE have hereunto set our signature this **19th day of December, 2023** in the City of Calamba, Laguna, Philippines.

CWD (CALAMBA WATER DISTRICT)
By:

MR. EXEQUIEL A. AGUILAR, JR.
General Manager

DIR. ERWIN R. MERCADO
Chairperson of the Board

D' TRIUMPH CLEANERS AND ALLIED SERVICES INC
Service Provider

By:

MS. MARION M. MAALA
President

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPINES)
CALAMBA CITY) S.S.

BEFORE ME, a Notary Public for and in the above-named city, personally appeared, to wit:

Name	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED/ VALID UNTIL
DIR. ERVY R. MERCADO	National ID No. 3275-4908-516-2812	Calamba City
MR. EXEQUIEL A. AGUILAR, JR.	TIN ID NO. 152-625-618-000	Calamba City
MS. MARION M. MAALA	**Driver's License No. N26-17-003560**	**October 12, 2026**

All known to me and to me known to be the same persons who executed the foregoing Contract of Service and Delivery of Goods, consisting of **FOUR (4)** pages and they acknowledged to me that the same is their free and voluntary act and deed and those of the corporations herein represented.

WITNESS MY HAND AND SEAL, this **19th day of December, 2023** at Calamba City, Philippines.

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Page No. 23;
Book No. 494
Series of 2023

ATTY. NOLAN V. OLOROSO
NOTARY PUBLIC
M.E. MORALES BUS. CENTER, J.P. RIZAL ST., CALAMBA CITY, LAGUNA
NOT COMM. NO. 05-2022-C UNTIL DECEMBER 31, 2023
FOR CALAMBA CITY, LOS BAÑOS, BAY AND CALAUAN, LAGUNA
ROLL NO. 30156 / IBP NO. 166605 10-28-2021 AT PASIG CITY
PTR NO. CC 7894539 01-03-2022 AT CALAMBA CITY
MCLE COMPLIANCE NO. VII-0006024 VALID UNTIL APR. 14, 2025