

## NOTICE TO PROCEED

25 June 2020

**MS. MA. LUZ A. RULLAN**

General Manager  
Mckleene Premium Products, Inc.  
16 General Luna Street  
San Fernando City, La Union

Dear Ms. Rullan,

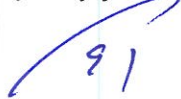
Warm greetings from the Department of Social Welfare and Development – Cordillera Administrative Region (DSWD-CAR)!

The attached Contract of Agreement having been approved, notice is hereby given to Mckleene Premium Products, Inc. that work may commence for the project, **Outsourcing of Service Provider for the Janitorial Services and Facility Maintenance to DSWD Field Office, Training Center and Other Facilities for 2020** from **July 1, 2020 to December 2020**.

Upon receipt of this notice, you shall be responsible for performing the services under the terms and conditions of the agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing the space provided below. Keep one (1) copy and return the remaining copies to this Office.

Very truly yours,



**LEO L. QUINTILLA**  
OIC Regional Director

I acknowledge receipt of this Notice on: June 26, 2020  
*Date*

Name or Authorized Representative: MA. LUZ A. RULLAN  
*Name*

Signature: 

## Contract Agreement Form

THIS AGREEMENT, made this 19<sup>th</sup> day of June 2020 between DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD-CAR) represented by OIC Regional Director LEO L. QUINTILLA, with office address 40 North Drive, Baguio City, (hereinafter called the "Entity") and Mckleene Premium Products, Inc. represented by Ma. Luz A. Rullan with office address 16 General Luna Street, San Fernando City, La Union (hereinafter called the "Contractor").

WHEREAS the Entity invited Bids for the project, **Outsourcing of Service Provider for the Janitorial Services and Facility Maintenance to DSWD Field Office, Training Center and Other Facilities for 2020 ( ITB No: 2020-DSWD-CAR-02)** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Six Hundred Eighty Eight Thousand Seven Hundred Seventy Two Pesos and Eighteen Centavos (Php 688,772.18)** hereinafter called "**the Contract Price**":

### NOW THIS AGREEMENT WITNESSETH 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, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award
  - (h) Contract for Janitorial Services
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF SAN FERNANDO CITY LA UNION

BEFORE ME, a Notary Public for in SAN FERNANDO CITY LA UNION Philippines, personally appeared this JUN 23 day of JUNE 2020.

Name	Community Tax Cert. No./ID no.	Date/Place Issued
<u>LEO L. QUINTILLA</u>	<u>DSWD ID No: 061096</u>	<u>August 23, 2018/Iloilo City</u>
<u>MA. LUZ. A. RULLAN</u>	<u>SSS ID No: 01-0276531-1</u>	<u>March 1999/ La Union</u>

Known to me to be the same persons, who executed the foregoing instruments and acknowledged that the same is free and voluntary act and deed.

This document refers to the Contract of Services consisting of three (3) pages including this page signed by the parties and witnesses.

IN WITNESS WHEREFOR, I have hereunto set my hands and affixed my notarial seal at the place and date above written.

Doc. No.: 436  
Page No.: 88  
Book No.: 43  
Series of: 2020

ATTY. ERNESTO V. RAFON, Ph.D  
NOTARY PUBLIC IN THE PHILIPPINES  
POLL. NO. 5098; TIN NO. 172-170-614  
IBP LIFETIME NO. 1068479; MCLE NO. V00221  
2020 PTR. NO. 4018172; SEVILLA  
SAN FERNANDO CITY, LA UNION

*(Handwritten signatures and marks)*

# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Department of Social Welfare and Development - Cordillera Administrative Region (DSWD-CAR)</i> .
1.1(i)	The Supplier is <i>Mckleene Premium Products, Inc.</i>
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through <i>2020 National Expenditure Program (NEP)</i> in the amount of <i>Six Hundred Eighty Eight Thousand Seven Hundred Seventy Two Pesos and Eighteen Centavos (Php 688,772.18)</i>
1.1(k)	The Project Site is Baguio city and Benguet
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><b><i>Bids and Awards Committee</i></b>  <b><i>Department of Social Welfare and Development</i></b>  <b><i>Cordillera Administrative Region</i></b>  <b><i>40, North Drive, Baguio City</i></b>  <b><i>C/o BAC Secretariat</i></b>  <b><i>Tel. Fax. No. (074) 619-0430 local 25025</i></b></p> <p>The Supplier's address for Notices is:</p> <p><b><i>Ms. Luz A. Rullan</i></b>  <b><i>General Manager</i></b>  <b><i>Mckleene Premium Products, Inc.</i></b>  <b><i>16 General Luna Street</i></b>  <b><i>San Fernando City, La Union</i></b></p>
6.2	<p><b>Delivery and Documents –</b></p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered per indicated delivery schedule and delivery site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods/Services at their final destination.”</p> <p>Delivery of the Goods/Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods/Services to the Project Site, the Supplier shall present/submit the following documents to the Procuring Entity:</p>


63
*JAV*



- (i) Original and second copy of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount
- (ii) Invoice receipt detailing number and description of items received signed by the authorized receiving personnel.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *Ms. Aileen M. Ballesteros, Head – General Services Section*

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications:

- (a) performance or supervision of janitorial personnel and delivery of the supplied Goods;
- (b) performance or supervision, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

The Contract price for the Goods/Services shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Packaging –**

The Supplier shall provide packaging of the Goods/Services as required to prevent damage or deterioration during transit to their final destination, as indicated in this Contract/Schedule of Requirements. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS/SERVICES' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any subsequent instructions ordered by the Procuring Entity.

**Insurance –**

The Goods/Services supplied under this Contract shall be fully

	<p>insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods/Services remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods, transport of the Goods to the destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit and/or to the janitorial personnel on-duty. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Patent Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods/Services or any part thereof.</p>
10.4	"Not Applicable"
10.5	"Payment using LC is not allowed."
11.3	"Maintain the GCC Clause."
13.4(c)	Completion of the contract and its janitorial supply component
16.1	On-site inspection of janitorial personnel to the delivery site
17.3	Services not within the terms and conditions will be subjected to sanctions as determined by the procuring entity. Janitorial supplies not within the technical specifications or rejected goods upon delivery and inspection should be replaced <b>within a day</b> .
17.4	The period for correction of defects in the warranty period is <b>Within a Day</b>
21.1	"No additional provision. "