



Republic of the Philippines  
**Supreme Court**  
Manila

**SC-BAC-GS CONTRACT NO. 2022 - 18**

**CONTRACT FOR  
JANITORIAL AND SANITATION SERVICES FOR THE  
SUPREME COURT FOR TWO (2) YEARS**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this 20<sup>th</sup> day of October 2022  
in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila, represented herein by **ATTY. MARIFE M. LOMIBAO-CUEVAS**, in her capacity as the Clerk of Court of the Supreme Court of the Philippines, hereinafter referred to as the **"COURT;"**

-and-

**STARCOM MANPOWER AND ALLIED SERVICES, INC.**, a business firm organized and existing in accordance with Philippine laws, with principal business address at 4/F Commander Building, 133-15<sup>th</sup> Avenue, Brgy. Socorro, Cubao, Quezon City 1109, and represented by **MR. CARMELO T. AYSON**, President and Chief Executive Officer, of **STARCOM MANPOWER AND ALLIED SERVICES, INC.**, hereinafter referred to as the **"SERVICE PROVIDER."**


**WHEREAS**, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on 15 August 2022 an Invitation to Bid for the **Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years (Re-bidding)**. The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

  
IVY B. SILVA

Witness (Supreme Court)

  
MARIFE M. LOMIBAO-CUEVAS

Supreme Court

  
Witness (Starcom Manpower and Allied Services, Inc.)

CARMELO T. AYSON

Starcom Manpower and Allied Services, Inc.



**WHEREAS**, the **SERVICE PROVIDER** won in the public bidding conducted by the **COURT** on 06 September 2022 and was recommended by the SC-BAC-GS, in its Memorandum dated 27 September 2022, to be awarded the contract for the janitorial and sanitation services for the Supreme Court for two (2) years, which recommendation was approved by the Court *En Banc* through its Resolution dated 04 October 2022 in A.M. No. 14-08-10-SC (*Re: Award of the Contract for the Procurement of Janitorial and Sanitation Services for the Supreme Court for Two [2] Years*);

**NOW THEREFORE**, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SERVICE PROVIDER** hereby agree on the following:

### ARTICLE I CONTRACT DOCUMENTS

1.1 **OFFICIAL BID DOCUMENTS.** The **SERVICE PROVIDER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

- 1.1.1 Proposal and Price Schedule submitted by the **SERVICE PROVIDER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the **SERVICE PROVIDER's** *conforme* thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SERVICE PROVIDER** agrees that additional 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.

1.2 **COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

Witness (Supreme Court)

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Supreme Court

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CARMELO T. AYSON



Witness (Supreme Court)

IVY B. SILVA

- 1.3 **INCIDENTAL ITEMS.** This contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

## ARTICLE II EFFECTIVITY AND TERM OF SERVICE

Supreme Court

MARIFE M. LOMIBAO-CUEVAS

- 2.1 **EFFECTIVITY DATE.** This Contract shall take effect on \_\_\_\_\_ and shall continue to have force and effect until \_\_\_\_\_. However, the **SERVICE PROVIDER** shall be on probationary period for the first six (6) months. The **COURT** may, upon written notice, rescind the Contract for failure of the **SERVICE PROVIDER** to abide by its terms and conditions.

- 2.2 **DELIVERY DATE.** The goods and services (janitorial and sanitation services and janitorial supplies and equipment) must be delivered in accordance with the Schedule of Requirements, Technical Bid Form, and other supporting technical documents attached herewith as **Annex "A"**, **Annex "B"**, and **Annex "C"**, respectively.

- 2.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods and services by the **SERVICE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay for janitorial and sanitation services including the janitorial supplies in accordance with the prices indicated in the bid price schedule (Form VIII-5) attached herewith as **Annex "D"**.

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- 2.4 **TERMS OF PAYMENT.** In consideration of the services rendered by the **SERVICE PROVIDER**, the Court undertakes to pay to the **SERVICE PROVIDER** for Thirty Four (34) janitorial personnel per month every 15<sup>th</sup> and/or 30<sup>th</sup> of the month after presentation to the Chief Administrative Officer of the Supreme Court the statement of account.

The statement of account shall be accompanied by:

- a. The janitors' daily time records duly certified by the supervisor of the **SERVICE PROVIDER** assigned to the Court. A Daily Time Record Summary Report shall be submitted covering the following:

- (1) Name of the janitors;
- (2) Actual Number of hours in a day/shift rendered;
- (3) Number of days rendered for the period;
- (4) In case of absences of the janitor, name of relievers and number of hours in a day/shift rendered; and
- (5) Signature of the janitors

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A Certification of the authorized **SERVICE PROVIDER** manager attesting to item numbers 1 to 5 should accompany the said Summary Report;

- b. A copy of the pay slip and a copy of the fully accomplished payroll both signed by the head of the **SERVICE PROVIDER** as attestation to the fact that the amount received by the janitor correspond to the amount appearing on the payroll. The payroll shall indicate the number of days rendered, rate per day, gross amounts for the period, the deductions and the net amounts received by the janitors. The signatures of the janitors appearing therein must tally with the signatures of said janitors as appearing in the Daily Time Records;

In case of salary payments made through the Automated Teller Machine (ATM), the **SERVICE PROVIDER** shall attach to the statement of account a duplicate copy of the Bank's Certificate, with the signature of the appropriate bank officer, showing confirmation that the amount debited was against the **SERVICE PROVIDER's** account and thereafter credited to the accounts stated therein;

- c. A notarized certification from the authorized **SERVICE PROVIDER's** Manager that the janitorial personnel have been paid their correct wages and benefits for the period claimed in accordance with relevant wage orders and mandatory benefits;

The Statement of Account will be forwarded to the Fiscal Management and Budget Office (FMBO) only after the Chief Administrative Officer-SC or his/her authorized representative has certified to the services rendered;

2. The Service Provider must have sufficient funds to cover payment of salaries and other allowances of its personnel for at least three (3) months;
3. The Court shall pay claims for differentials as a result of relevant Wage Orders. Claims shall be filed within a year from the effectivity of the Wage Orders and must be accompanied by:
- a. A notarized certification signed by the authorized Service Provider manager that the same has been paid to the janitors; and
- b. A copy of the duly accomplished payroll evidencing payment of the same;

The Service Provider must implement the applicable Wage Orders within three (3) months from the effectivity thereof;

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Supreme Court

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Witness (Supreme Court)

4. The Court reserves the right to verify the actual wages being paid to the janitors. Any complaint by a janitor regarding the amount of wages received including, but not limited to, underpayment of salaries, time differentials, allowances, over deduction and/or non-remittance of legally mandated deductions (e.g. BIR, SSS, PHILHEALTH, PAG-IBIG) shall be dealt with summarily and shall be a ground or termination of this contract;

5. The **SERVICE PROVIDER** shall submit to the Court every quarter, proof of remittance of said BIR, SSS, PHILHEALTH and PAG-IBIG deductions of their personnel, which proof shall be included in the corresponding **SERVICE PROVIDER's** share remitted as employer. Proof of said remittance shall be attached to the statement of account for the 1<sup>st</sup> fifteen (15) days after each quarter, i.e., April 1 to 15, July 1 to 15 and October 1 to 15. Remittance for the 4<sup>th</sup> quarter shall be attached to the statement of account for the period December 16 to 31; and

6. The **SERVICE PROVIDER** shall pay the following due to its personnel of the Government under this contract:

- Wages, salaries, allowances, wage adjustments and any other remuneration required by law;
- Social Security premiums and insurance required by law;
- Uniform, Ids and related expenses; and
- Government licensing charges and taxes.

### ARTICLE III REPRESENTATIONS/WARRANTIES

- 3.1 **PERFORMANCE WARRANTY.** The **SERVICE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

### ARTICLE IV PERFORMANCE SECURITY

- 4.1 **AMOUNT AND FORM.** The **SERVICE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's

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Witness (Supreme Court)

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check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court; or (4) Performance Securing Declaration.

4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SERVICE PROVIDER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SERVICE PROVIDER**.

4.3 **FORFEITURE.** The failure of the **SERVICE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

#### ARTICLE V TERMINATION OF CONTRACT

5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SERVICE PROVIDER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SERVICE PROVIDER**.

5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SERVICE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SERVICE PROVIDER** or breach of this Contract and the Official Bid Documents by the **SERVICE PROVIDER**.



- 5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

## ARTICLE VI VENUE OF ACTIONS

- 6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

**IN WITNESS WHEREOF**, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE  
PHILIPPINES  
(COURT)**

**STARCOM MANPOWER AND  
ALLIED SERVICES, INC.  
(SERVICE PROVIDER)**

Represented by:

Represented by:

MARIFE M. LOMIBAO-CUEVAS

CARMELO T. AYSON

SIGNED IN THE PRESENCE OF:

IVY B. SILVA

(Witness of Starcom)

**ACKNOWLEDGMENT**

Republic of the Philippines     )  
City of Manila                     ) S.S.


**BEFORE ME** personally appeared:

- 1) **ATTY. MARIFE M. LOMIBAO-CUEVAS** with Supreme Court Identification Card No. 54279400; and
- 2) **CARMELO T. AYSON** with ID SSS No. 08-3074138-5

known to me to be the same persons who executed the foregoing Contract for the **Janitorial and Sanitation Services for the Supreme Court for Two (2) Years** and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of seven (7) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL** this \_\_\_\_ day of  
OCT 20 2022, 20\_\_ at the City of Manila, Philippines.

  
**MARIA CARINA M. CUNANAN**  
Deputy Clerk of Court  
and Chief Administrative Officer

Witness (Supreme Court)

Supreme Court

Witness (Starcom Manpower and Allied Services, Inc.)

Starcom Manpower and Allied Services, Inc.

  
**IVY B. SILVA**

  
**MARIFE M. LOMIBAO-CUEVAS**

  
**CARMELO T. AYSON**



Republic of the Philippines  
Social Security System



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RAZON S DE LA PAZ

SSS MEMBER



PROUD TO BE A FILIPINO