

CONTRACT AGREEMENT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **Contract Agreement for Janitorial Services** is made and entered into this 10th day of FEB 2019 at BACOR CITY CAVITE by and between:

The **ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE (ASTI)**, a government agency attached to the Department of Science and Technology (DOST) created by virtue of laws of the Philippines, with principal address at U.P. Technology Park Complex, C.P. Garcia Avenue, U.P. Campus, Diliman, Quezon City 1101, represented in this Agreement by its Acting Director, **JOEL JOSEPH S. MARCIANO, JR., Ph.D.** hereinafter referred to as the "DOST-ASTI";

-and-

The **TRIPLE 7 MANPOWER SERVICES, INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address at G/F Cavite Coliseum, Aguinaldo Highway, Bacoor City represented by its President, **LAMBERTO G. MERCADO** hereinafter referred to as the "CONTRACTOR".

Witnesseth:

WHEREAS, the DOST-ASTI requires the services of a qualified contractor for one (1) year provision of janitorial manpower services to its officials, personnel, office and environment;

WHEREAS, the Approved Budget for the Contract is One Million Five Hundred Thousand Pesos Only (₱1,500,000.00);

WHEREAS, in line with the procurement project, an Invitation to Bid was published in the Philippine Government Electronic Procurement System, DOST-ASTI website and in conspicuous bulletin boards on 13 November 2018;

WHEREAS, the Pre-bidding Conference was conducted on 20 November 2018;

WHEREAS, a Supplemental/Bid Bulletin was issued on 26 November 2018 to clarify, modify and amend items in the Bidding Documents;

WHEREAS, the Submission and Opening of Bids were held on 03 December 2018 and the CONTRACTOR's bid was found to be the Single Calculated Bid in the amount of One Million Four Hundred Thirty-One Thousand Seventy Pesos and 20/100 Only (₱1,431,070.20) and after the conduct of post qualification evaluation of the End-user and Bids and Awards Committee (BAC), was declared to be the Single Calculated and Responsive Bid in accordance with Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (IRR);

WHEREAS, the result of the bidding was submitted to the DOST-ASTI Acting Director, for the approval of the Award of the Contract to the CONTRACTOR, under BAC Resolution No. SCR-18-12-036 dated 19 December 2018;

WHEREAS, the DOST-ASTI Acting Director approved said BAC Resolution recommending the Award of the Contract to the CONTRACTOR in the amount of One Million Four Hundred Thirty-One Thousand Seventy Pesos and 20/100 Only (₱1,431,070.20) for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the foregoing, is entered into by and between the DOST-ASTI and the CONTRACTOR with the following covenants, to wit:

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

ANNEX NO.	DESCRIPTION OF DOCUMENT
A	Invitation to Bid
B	Supplemental Bid Bulletin
C	Section II. Instructions to Bidders
D	Section III. Bid Data Sheet
E	Section IV. General Conditions of Contract
F	Section V. Special Conditions of Contract
G	Section VI. Schedule of Requirements
H	Section VII. Technical Specifications
I	Financial Proposal Submission Sheet
J	Notice of Award
K	Performance Security

II. Effectivity of Contract

- A. The CONTRACTOR shall provide services and supplies/materials/equipment to the DOST-ASTI for the period of one (1) year, specifically, from 03 January 2019 until 31 December 2019.
- B. The DOST-ASTI reserves the right to pre-terminate the Contract in case the CONTRACTOR fails to fulfill any of the terms and conditions set forth in this Contract Agreement. In which case, the DOST-ASTI will not in any way be liable to pay the CONTRACTOR any amount representing the portion of the contract which has not been served due to its pre-termination including penalties. This is also without prejudice to any legal liability of the CONTRACTOR where the DOST-ASTI shall bring before any judicial or quasi-judicial agency.
- C. In case of termination, a fifteen (15) day written notice shall be made by either party subject to existing obligations that may be incurred by the CONTRACTOR due to the unfulfilled remainder of contract period.

III. Payment

- A. For and in consideration of the services to be rendered and supplies/materials/equipment delivered by the CONTRACTOR to the DOST-ASTI, the latter obliges itself to pay and deliver to the former every month, upon the former's submission to the latter a Statement of Account (SOA), the sum of One Hundred Nineteen Thousand Two Hundred Fifty-Five Pesos and 85/100 Only (₱119,255.85).
- B. The CONTRACTOR shall furnish the DOST-ASTI a SOA, together with copies of payroll, remittances with official receipt of Social Security System (SSS), Home Development Mutual Fund (PAGIBIG), Philippine Health Insurance (PHILHEALTH) and other state insurance fund contributions for all janitorial personnel assigned, every 15th day of the month. Should the CONTRACTOR fail to comply, the DOST-ASTI shall withhold the payment for the current month until the latter shall have complied with subject requirement.
- C. Should there be any law or executive order mandating the increase of minimum wage, requiring additional compensation in any form, or adjustments in premium contributions for mandatory benefits, i.e., SSS, PAGIBIG, PHILHEALTH, the CONTRACTOR must inform the DOST-ASTI in writing. Both parties shall adjust the rates stipulated herein through negotiation and mutual agreement. Such amount, if any, shall in no case be more than the amount that is legally mandated by law or executive order.

D. Payments made by the DOST-ASTI shall be inclusive of Value Added Tax and in accordance with the government accounting and auditing rules and regulations.

IV. Work Schedule

A. The CONTRACTOR shall provide five (5) janitorial personnel, one (1) of which will be designated as the supervisor, who shall work from Monday to Saturday, observing the following schedules:

SCHEDULE			
Monday to Friday	Janitorial Personnel 1 (Supervisor), 2 & 3	7:00 AM – 4:00 PM	Eight (8) hours, one (1) hour break
	Janitorial Personnel 4 & 5	9:00 AM – 6:00 PM	
Saturday	All Janitorial Personnel	8:00 AM – 5:00 PM	

B. Sleeping while on duty is not allowed. The CONTRACTOR must impose disciplinary action to its janitorial personnel caught sleeping on his/her duty.

C. The CONTRACTOR must provide "substitute or reliever" in case of absence of one or more janitorial personnel at no cost to the DOST-ASTI.

V. Workwear

A. The CONTRACTOR must provide proper uniform or workwear, as well as instruct janitorial personnel to wear the same when in the premises of DOST-ASTI, from Monday to Saturday, for easy identification.

B. The CONTRACTOR's personnel shall wear identification cards when they enter and while inside the DOST-ASTI premises. Wearing of proper uniform or workwear is mandatory.

C. The CONTRACTOR shall provide safety work clothing to protect workers while performing delicate tasks. Safety shall not be compromised at all times.


VI. Scope of Services

A. Regular Duties of Five (5) Janitorial Personnel

1. Daily Periodic Routine. The daily routine services of janitorial personnel shall include:

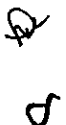
- a. Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, stairs and entrances or areas which may be specified by the Client;
- b. Cleaning and wiping of all office tables, glass tops, furniture and fixture, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors;
- c. Cleaning and sanitizing of comfort rooms (CRs) at least three (3) times a day, pantries, bath and kitchens sinks and removal of spots or stains from floors and other surfaces;
- d. Fetching water and filling of containers in the CRs when water is not available;
- e. Cleaning driveways, parking spaces and immediate surroundings of the buildings;
- f. Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the DOST-ASTI compound;
- g. Upkeep of indoor potted plants; and



- 
- h. Prepare and serve refreshments during conferences and/or meetings.
2. **Weekly Periodic Routine.** The weekly routine services of janitorial personnel shall include:
 - a. Spot scrubbing, dirt stain removal and cleaning of chairs, carpets, and rugs;
 - b. Thorough cleaning, washing and scrubbing of all rooms and CRs facilities;
 - c. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging; and
 - d. Washing, scrubbing, stripping, waxing and polishing floors.
 3. **Monthly Periodic Routine.** The monthly routine services of janitorial personnel shall include:
 - a. Dusting and removing of cobwebs from ceiling of the premises;
 - b. Cleaning of ornamental plants and polishing of stair railings and metal signs;
 - c. General cleaning of draperies and blinds;
 - d. Spraying of insecticides and other pest control activities;
 - e. Disinfecting of all bathrooms;
 - f. Refilling of liquid deodorizers, liquid soaps, among others, in all bathrooms; and
 - g. Trimming of grass/shrubs in the DOST-ASTI grounds.
 4. **Quarterly Periodic Routine.** The quarterly routine services of janitorial personnel shall include:
 - a. Thorough and general cleaning of all areas including windows; and
 - b. Thorough shampooing of all chairs, panels, carpets and rugs.
 5. **Miscellaneous Routine and Other Services.** Miscellaneous services to be rendered by janitorial personnel as per request of the concerned units of the DOST-ASTI shall include, but not limited to:
 - a. Carrying, transporting or moving of office furniture, equipment or supplies within and/or outside office premises as may be assigned from time to time or during major DOST-ASTI activities;
 - b. Report any damaged/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair;
 - c. Errand services as required by concerned DOST-ASTI units. In performing errand services, the janitorial personnel must fill out a Pass Slip (form to be provided by CONTRACTOR) duly authorized by the Janitor Supervisor which shall be submitted to the security guard on duty in order to be informed of his/her whereabouts or itinerary in case of the need to be located or contacted;
 - d. Provide one (1) roving coordinator who will coordinate with the supervisor from time to time in monitoring the performance of the personnel deployed; and
 - e. Render extra hours of service during special occasions and affairs celebrated/held by DOST-ASTI.

B. Duties of Janitor Supervisor

The Janitor Supervisor, on top of his/her regular duties, shall:

1. Submit to the Chief Administrative Officer (CAO) or DOST-ASTI authorized representative monthly manpower schedules every first Monday of the month;
 2. Submit to the CAO or DOST-ASTI authorized representative a projected monthly and quarterly schedule of cleaning within ten (10) days from assumption of duties;
- 

3. Evaluate and verify employee performance through review of completed work assignments. He/She shall submit to the CAO or DOST-ASTI authorized representative quarterly performance evaluation of the janitorial staff;
4. Ensure compliance and implementation of DOST-ASTI's rules and regulations apart from the cleanliness and sanitation of its premises;
5. Conduct inspection of the premises to ensure clean and safe conditions and inspect equipment for cleanliness and repair;
6. Prepare daily bathroom cleaning checklist, checklist must be attached to the back of each CR's door;
7. Ensure delivery of the supplies needed by its complement for the month and submit therewith a list/inventory thereof to the CAO and/or Property/Supply Officer every first Monday of the month;
8. Determine, on a monthly basis, the materials, supplies, and equipment needed;
9. Submit every first Monday of the month to the CAO and/or Property/Supply Officer a report of the supplies consumed during the previous month and an inventory of the remaining supplies to be consumed for the year; and
10. Ensure correctness of daily log entries of all janitorial personnel assigned to the DOST-ASTI.

VII. Supplies, Materials and Equipment

A. The CONTRACTOR shall provide the following type and quantity of tools, supplies, materials and equipment, which must be of guaranteed high quality to ensure maximum cleaning results:

1. The CONTRACTOR must provide the following equipment and materials ten (10) calendar days upon deployment of janitorial personnel to DOST-ASTI:

DESCRIPTION	QUANTITY	UNIT
Heavy Duty Floor Polisher 16" or 18" with Accessories	3	Unit
Heavy Duty Vacuum Cleaner	1	Unit
High Pressure Washer	1	Unit
Mop Squeezer with Bucket	3	Unit
Caution Sign with Accessories	5	Piece
Aluminum Ladder 8 Ft.	1	Unit
Garden Hose 5/8" x 50" with Nozzle	2	Roll
Grass Cutter	2	Unit
Push Cart	2	Units
Dust Pan, Aluminum	5	Piece
Pail, At least 4 Gal. Capacity	3	Piece
Ceiling Brooms	3	Piece
Mop Handle, Aluminum, Heavy Duty	10	Piece
Mop Head	10	Piece
Glass Squeegee	5	Piece
Toilet Bowl Pump	15	Piece
Push Brush	3	Piece
Ornamental Plants with Pots, Small and Medium (for Sink and Suitable Spaces in Common CRs)	12	Piece

2. The following supplies and consumables must be provided to the DOST-ASTI in a monthly basis, specifically, every first Monday of the month:

DESCRIPTION	QUANTITY	UNIT
Round Cloth Rags	1.5	Kilogram
Flannel (Pranela) Rags	20	Piece
All Purpose Cleaner	2	Gallon
Powdered Soap	10	Kilogram
Bleaching Solution / Stain Remover	2	Gallon

Handwritten initials or mark.

Hand Liquid Soap, 750 mL (with Container for Sink)	10	Bottle
Toilet Bowl and Urinal Cleaner	5	Bottle
Bathroom Deodorizer (Cake)	30	Piece
Muriatic Acid	10	Bottle
Liquid Plumber (Sosa)	5	Bottle
Furniture Polish	6	Can
Natural Floor Wax	3	Gallon
Toilet Tissue Paper, 12 Rolls per Pack (for Common CRs)	10	Pack
Glass Cleaner, Liquid	5	Bottle
Steel Wool	10	Piece
Sponge	20	Piece
Scouring Pad	5	Piece
Carpet Shampoo	1	Gallon
Carpet Stain Remover	5	Bottle
Garbage Bag (Biodegradable/Compostable), Large	12	Rolls
Garbage Bag (Biodegradable/Compostable), Medium	12	Rolls
Garbage Bag (Biodegradable/compostable), Small	10	Rolls
Dishwashing Liquid	2	Gallon

3. The following supplies and consumables must be provided to the DOST-ASTI in a quarterly basis and delivered every 15th day of the first month of the quarter:

DESCRIPTION	QUANTITY	UNIT
Hand Dustpan and Brush	3	Piece
Steel Brush	3	Piece
Soft Broom	5	Piece
Stick Broom	3	Piece
Toilet Brush	10	Piece
Disinfectant	10	Bottle
Mop Head	10	Piece
Doormat, Rectangular Shape (for CRs)	16	Piece
Floor Polishing Pad	6	Piece
Stripping Pad	6	Piece
Air Freshener, 300 Ml	10	Canister
Insecticide Spray, Odorless	3	Canister
Metal Polish, 150 Grams	2	Canister
Hand Gloves	5	Pair
Dust Grabber (Duster)	3	Piece

- B. The CONTRACTOR shall hold the DOST-ASTI free from any liability arising from loss or damage of such materials and equipment. Appropriate internal control on inventory management shall be implemented by the CONTRACTOR and shall be audited by DOST-ASTI authorized representative/s.

VIII. Other Matters

- A. The CONTRACTOR shall furnish the DOST-ASTI with a valid and sufficient Performance Bond in accordance with the rules set forth under RA No. 9184 and its 2016 Revised IRR.
- B. It is expressly understood that no employee-employer relationship exists between the parties or of their employees, representatives and agents. The DOST-ASTI shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or in the course of the performance of the functions of the janitors pursuant to this Contract.

Handwritten marks: a checkmark and the letter 'D'.

- C. The CONTRACTOR shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The DOST-ASTI may suspend or withhold whatever contract payments may be due the CONTRACTOR should they fail to pay such losses or damages within fifteen (15) days from the date of written notice, or until such loss or damage shall have been duly paid, restituted or repaired by the CONTRACTOR, or go after the Performance Bond set forth in this Contract Agreement. Likewise, the DOST-ASTI has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.
- D. The CONTRACTOR shall maintain effective discipline and full control and supervision over the janitorial personnel assigned under this Contract Agreement, as well as the manner of performance of their duties. However, the CONTRACTOR binds itself to cause the implementation and enforcement of any and all rules, regulations or directives that DOST-ASTI may issue concerning the conduct of said janitorial personnel.
- E. The CONTRACTOR and its janitorial personnel shall undergo periodic performance evaluation which shall serve as the basis of continuation of its services.
- F. Extension of Contract is subject to the provisions of RA No. 9184 and its 2016 Revised IRR. The extended term shall automatically terminate upon effectivity of a new contract.

ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE



JOEL JOSEPH S. MARCIANO, JR., Ph.D.
Acting Director

TRIPLE 7 MANPOWER SERVICES, INC.



LAMBERTO G. MERCADO
President



SIGNED IN THE PRESENCE OF:



MAY C. CAYABAN
Chief Administrative Officer



ELIZABETH T. GUEVARRA
Operations Manager

CERTIFIED FUNDS AVAILABLE



GAY CONCEPCION S. BUGAGAO
Accountant III
RA 10964 As Amended

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
BACOR CITY CAVITE S.

BEFORE ME, a Notary Public for and in the BACOR CITY CAVITE Philippines, this
12 FEB 2019, personally came and appeared:

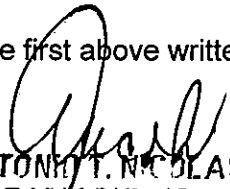
NAME	IDENTIFICATION	DATE OF ISSUANCE	PLACE OF ISSUE
Joel Joseph S. Marciano, Jr.	Passport No. P5021262A	10 November 2017	DFA Manila
Lamberto G. Mercado			

Known to me and to me known to be same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed and that of the corporation which they hereby represent.

Instrument, consisting of eight (8) pages including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnesses.

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

Doc. No. 418
Page No. 81
Book No. XIV
Series of 2019.


ATTY. ANTONIO T. NICOLAS
CAVITE NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
POBLACION BACOR CAVITE
ROLL No. 27875
PTR No. 1932946/13-193AC00R
IBP No. 059037/1-11-19-IMUS
MCLE - VI - 0011370