

# CONTRACT AGREEMENT FOR PROVISION OF JANITORIAL SERVICES

## KNOW ALL MEN BY THESE PRESENTS:

This **Contract Agreement for Provision of Janitorial Services** (herein referred to as “Agreement”) is made and entered into this \_\_\_\_\_ at \_\_\_\_\_ 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 Director, **FRANZ A. DE LEON, Ph.D.** hereinafter referred to as the “**CLIENT**”;

*-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 “**SERVICE PROVIDER**”.

**CLIENT** and **SERVICE PROVIDER** are collectively called “**PARTIES**”.

## WITNESS THAT:

**WHEREAS**, the **CLIENT** needs to maintain a clean and healthy working environment that is conducive to all its officials, employees and in the delivery of its programs and services;

**WHEREAS**, the **CLIENT** desires to acquire a reputable supplier, which will provide (1) efficient janitorial services and (2) trained janitorial personnel who are able to provide adequate and reliable maintenance services to ensure its orderliness and sanitation including its buildings, facilities and grounds to support its day-to-day operation;

**WHEREAS**, the **CLIENT** intends to apply the sum of Two Million Two Hundred Eighty-Three Thousand Seven Hundred Twenty-Seven Pesos & 45/100 Only (₱2,283,727.45) being the Approved Budget for the Contract (ABC) for CY 2022 Provision of Janitorial Services;

**WHEREAS**, the **CLIENT** advertised the Invitation to Bid for the above procurement project on its website, PhilGEPS and conspicuous place reserved for this purpose;

**WHEREAS**, responding to the Invitation to Bid, one (1) prospective bidder signified their interest to participate in said bidding process by purchasing bidding documents, particularly, Triple 7 Manpower Services, Inc.;

**WHEREAS**, the Opening of Bids was held on 16 November 2021, 10:00 AM, at DOST-ASTI, CP Garcia Ave., UP Campus, Diliman, Quezon City and via videoconferencing;

**WHEREAS**, the **SERVICE PROVIDER** passed the post-qualification pursuant to Section 34, Rule X of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;

**WHEREAS**, the **SERVICE PROVIDER** had been found to be the Single Calculated Responsive Bid pursuant to Section 34.4 of the revised IRR of RA No. 9184;

**WHEREAS**, the recommendation to award the contract in favor of the **SERVICE PROVIDER** through BAC Resolution No. 21-12-182-EPA dated 06 December 2021 had been elevated by the BAC to the Director for approval;

**WHEREAS**, the Director approved the award of contract to the **SERVICE PROVIDER** in the amount of Two Million Thirty-Five Thousand Seven Hundred Eighty-Seven Pesos and 88/100 Only (₱2,035,787.88);

**NOW, THEREFORE**, for and in consideration of the foregoing, this Agreement is entered by and between the **CLIENT** and the **SERVICE PROVIDER** with the following covenants, to wit:

## **I. PLACE OF ASSIGNMENT**

A. Janitorial personnel shall be assigned to the following addresses of the **CLIENT**:

1. Five (5) janitorial personnel at DOST-ASTI Bldg., CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City 1101; and
2. Two (2) janitorial personnel at Electronics Product Development Center (EPDC), MIRDC Comp., Gen. Santos Ave., Bicutan 1631, Taguig City.

## **II. QUALIFICATIONS OF THE SERVICE PROVIDER**

A. The **SERVICE PROVIDER** should have at least three (3) years of experience in providing janitorial and/or housekeeping services. They shall provide seven (7) janitorial personnel, one (1) of which shall be designated as Janitorial Supervisor who will be assigned to monitor and supervise janitorial personnel. All janitorial personnel are subject to a quarterly evaluation at the sole discretion of the **CLIENT**.

B. Other qualifications of the Service Provider include:

1. Must be a duly licensed and registered Service Provider with the Department of Labor and Employment;
2. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
3. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAG-IBIG) and Philippine Health Insurance Corporation (PHILHEALTH);
4. Must be duly registered with the Bureau of Internal Revenue;
5. Net Financial Contracting Capacity at least equal to the ABC or Committed Line of Credit at least equal to 10% of ABC; and

6. Client/Customer Feedback Form, with at least Very Satisfactory in rating, from at least one (1) government agency or private corporation, with whom **SERVICE PROVIDER** has a past or ongoing contract for three (3) years. The **SERVICE PROVIDER**, however, may submit Client/Customer Feedback Forms from multiple clients as long as the aggregate period of the past or ongoing contracts is not less than three (3) years.

### **III. WORK SCHEDULE**

- A. Janitorial personnel shall render eight (8) hours of service and one (1) hour break. The following schedule shall be observed by the janitorial personnel assigned to the **CLIENT**:

1. DOST-ASTI

Provide janitorial force consisting of five (5) janitorial personnel, one (1) of which will be designated as the Janitor Supervisor, who shall work from Monday to Saturday, observing the following schedules:

- a. Monday to Friday
  - Four (4) Janitorial Personnel – 7:00 AM to 4:00 PM
  - One (1) Janitorial Personnel – 9:00 AM to 6:00 PM
- b. Saturday
  - All Janitorial Personnel – 8:00 AM to 5:00 PM

2. EPDC

Provide janitorial force consisting of two (2) janitorial personnel to work eight (8) hours a day, six (6) day a week, from Mondays to Saturdays (8:00 AM to 5:00 PM).

- B. The **SERVICE PROVIDER**, thru the Janitorial Supervisor, shall provide the schedule for the month to be approved by the **CLIENT**. No work shall be rendered or performed during legal and special public non-working days.
- C. Sleeping while on duty is not allowed. The **SERVICE PROVIDER** must impose disciplinary action to its janitorial personnel caught sleeping while on his / her duty.
- D. The **SERVICE PROVIDER** must provide “substitute or reliever” in case of absence of one or more janitorial personnel to ensure continuous and uninterrupted services, at no cost to the **CLIENT**. Likewise, a log sheet or logbook must be provided by the **SERVICE PROVIDER** to confirm daily logs of all janitorial personnel.
- E. The **SERVICE PROVIDER** shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform their duties and responsibilities as herein indicated.
- F. The **SERVICE PROVIDER** shall always ensure that all the tools and equipment as required in the contract be available for use and that there will be no delay in the provision of general cleaning, maintenance and other related services.

#### **IV. WORKWEAR**

- A. The **SERVICE PROVIDER** must provide proper uniform or workwear, as well as instruct janitorial personnel to wear the same, while inside the **CLIENT's** premises from Monday to Saturday, for proper identification.
- B. The **SERVICE PROVIDER's** personnel shall wear identification cards (IDs) when they enter and while inside the **CLIENT's** premises. Wearing of proper uniform or workwear is mandatory.
- C. The **SERVICE PROVIDER** shall provide safety work clothing to protect worker while performing delicate tasks. Safety shall not be compromised at all times.

#### **V. QUALIFICATIONS OF JANITORIAL PERSONNEL**

- A. One (1) Janitor Supervisor (at DOST-ASTI)
  - 1. High school graduate. High School diploma and transcript of records must be submitted;
  - 2. Must be physically fit to work. Medical certificate / clearance from a government physician, as well as drug test results must be submitted;
  - 3. Must be of good moral character, reputation courteous, alert and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted; and
  - 4. At least one (1) year work experience in a government agency / facility.
- B. Six (6) Janitorial Personnel
  - 1. Two (2) years completion in high school. Transcript of records must be submitted;
  - 2. Must be physically fit to work. Medical certificate / clearance from a government physician, as well as drug test results must be submitted;
  - 3. Must be of good moral character, reputation courteous, alert and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted; and
  - 4. At least one (1) year work experience in a government agency / facility.

#### **VI. DUTIES AND RESPONSIBILITIES OF JANITORIAL PERSONNEL**

- A. Duties and responsibilities of the assigned Janitorial Supervisor shall include but not limited to the following:
  - 1. Make rounds to check his/her subordinates, provides special cleaning instructions and/or assignment, and ascertain compliance with directives;
  - 2. Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinate of corrections necessary;

3. Determines materials, supplies needed and timely informs the Property and Supply Section of the requirement; and
4. Trains subordinates on proper cleaning methods, use of equipment, safety practice and work regulations.

B. The Janitorial Personnel shall perform the following:

1. Maintain the cleanliness and orderliness of the building and premises. This includes protection of properties from damage or destruction in connection with the janitorial activities rendered, preservation of confidentiality of DOST-ASTI and EPDC records, and proper collection and disposal of garbage; and
2. Miscellaneous services to be performed whenever required i.e., logistical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment; and other necessary errand works within and outside the DOST-ASTI and EPDC premises, as requested by DOST-ASTI and EPDC officials and personnel.

## **VII. SCOPE OF SERVICES**

A. Janitorial personnel shall render eight (8) hours of work a day, from Monday to Saturday in order to perform the following tasks:

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, and stairs and entrances or areas which may be specified by the DOST-ASTI and EPDC;
  - 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 container in the CRs when water is not available;
  - e. Cleaning of 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 and EPDC compound;
  - g. Upkeep of indoor potted plants;
  - h. Prepare and serve refreshments during conferences and/or meetings; and
  - i. Maintenance of landscape including but not limited to watering of plants, weeding gardens, trimming trees and shrubs, and keeping green spaces and walkways clear of debris and litter.
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;
  - d. Washing, scrubbing, stripping, waxing and polishing floors;
  - e. Disinfecting of all bathrooms; and
  - f. Any other works advised by the DOST-ASTI and EPDC in connection with the service.

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 stair railings and metal signs;
  - c. General cleaning of draperies and blinds;
  - d. Spraying of insecticides and other pest control activities, when necessary;
  - e. Refilling of liquid deodorizers, liquid soaps and among others in all bathrooms; and
  - f. Trimming of grass / shrubs in the DOST - ASTI grounds.
  
4. QUARTERLY PERIODIC ROUTINE. The quarterly routine services of janitorial personnel shall include:
  - a. Thorough 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 premises as may be assigned from time to time or during major DOST-ASTI activities;
  - b. Report any damage/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 and EPDC units. In performing errand services, the janitorial personnel must fill out a Pass Slip, 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 contracted; and
  - d. Render extra hours of service during special occasions and affairs celebrated/held by DOST-ASTI.
  
6. The Janitor supervisor must, on top of his / her regular duties:
  - a. Submit to the Chief Administrative Officer (CAO) and/or Property and Supply Section a monthly manpower schedule every first Monday of the month;
  - b. Submit to the CAO and/or Property and Supply Section a projected monthly and quarterly schedule of cleaning within ten (10) days from assumption of duties;
  - c. Evaluate and verify employee performance through a review of completed work assignments. He / She shall submit to the CAO and/or Building Administrator quarterly performance evaluation of the janitorial staff;
  - d. Ensure compliance and implementation of DOST-ASTI's rules and regulations apart from the cleanliness and sanitation of its premises;
  - e. Conduct inspection of the premises to ensure clean and safe conditions and inspect equipment for cleanliness and repair;
  - f. Prepare daily bathroom cleaning checklist, checklist must attached to the back of each CR's door;
  - g. Ensure delivery of supplies needed by its complement for the month and quarter and submit therewith a list/inventory thereof to the CAO and/or Property/Supply Officer every first Monday of the month;
  - h. Determine, on a monthly basis, the materials, supplies, and equipment needed;

- i. 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
- j. Ensure correctness of daily log entries of all janitorial personnel assigned to the DOST-ASTI.

**VIII. SUPPLIES, MATERIALS AND EQUIPMENT**

The **SERVICE PROVIDER** 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:

- A. The **SERVICE PROVIDER** must provide the following equipment and materials ten **(10) calendar days upon deployment of janitorial personnel to DOST-ASTI and EPDC:**

DESCRIPTION	UNIT	QUANTITY	
		DOST-ASTI	EPDC
<b>EQUIPMENT</b>			
Heavy Duty Floor Polisher (16" or 18" with accessories)	unit	3	
Heavy Duty Vacuum Cleaner (wet & dry)	unit	1	
High Pressure Washer	unit	1	1
Mop Squeezer with Bucket	unit	3	
Caution sign with accessories	piece	5	
Aluminum Ladder 8 Ft.	unit	1	
Garden Hose 5/8" x 50" with Nozzle	roll	2	
Grass Cutter	unit	2	
Pail, At least 4 Gal. Capacity	piece	3	
Garden Shears	unit	2	
Metal Dumpster (at least 1,100 liters)	unit	2	
<b>MATERIALS</b>			
Dustpan, Aluminum	piece	5	
Ceiling Brooms	piece	2	
Mop Handle, Aluminum, Heavy Duty	piece	8	2
Glass Squeegee	piece	4	
Toilet Bowl Pump	piece	11	
Push Brush	piece	2	

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

DESCRIPTION	UNIT	QUANTITY	
		DOST-ASTI	EPDC
Round Cloth Rags	kilogram	1.5	1.5
Flannel rags (Pranela)	piece	15	10
All Purpose Cleaner	gallon	2	1
Powdered soap	kilogram	8	2
Bleaching Solutions (ex. Chlorox)	gallon	2	1
Hand Liquid Soap 500 ml/bottle (with Container for sink)	bottle	10	4
Bathroom Deodorizer (Cake)	piece	23	10
Toilet Bowl & Urinal Cleaner (ex. TBC)	gallon	4	1

Furniture Polish 330ml per can	can	5	1
Emulsion Wax	gallon	4	1
Garbage bag (Biodegradable/Compostable), Large (1 pack = 10 pcs)	pack	9	12
Garbage bag (Biodegradable/Compostable), Medium (1 pack = 10pcs)	pack	9	
Garbage bag (Biodegradable/Compostable), Small (1 pack = 10 pcs)	pack	8	
Liquid Plumber (Sosa), 250ml/bottle	bottle	0	
Steel Wool	piece	8	
Carpet Shampoo	gallon	2	
Carpet Stain Remover	gallon	2	
Dishwashing Liquid	gallon	2	
Scouring Pad / Hand Pad	piece	4	2
Sponge	piece	0	5
Toilet Tissue Paper (12 rolls / pack)	pack	8	5

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

DESCRIPTION	UNIT	QUANTITY	
		DOST-ASTI	EPDC
Hand Dustpan and Brush	piece	2	2
Soft Broom	piece	4	2
Stick Broom	piece	2	2
Toilet Bowl Brush	piece	8	2
Disinfectant (Cleaner)	gallon	8	2
Mop Head	piece	8	2
Floor Polishing Pad	piece	5	3
Air Freshener, 300ml	canister	8	3
Insecticide Spray, Odorless 500ml	canister	2	3
Hand Gloves	pair	4	2
Stripping Pad	piece	5	1
Dust Grabber (Duster)	piece	2	
Doormat, Rectangular Shape (for Comfort Rooms)	piece	16	10

The **SERVICE PROVIDER** shall hold the **CLIENT** 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 **SERVICE PROVIDER** and shall be audited by the **CLIENT's** authorized representatives.

#### **IX. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES**

Aside from paying their employees the proper wages and benefits, the **SERVICE PROVIDER** shall:

- A. Provide each Janitorial Personnel with at least two (2) sets of appropriate uniforms, protective gear, if necessary, and ensure that they shall always observe proper personnel hygiene and appear neat and clean. The **SERVICE PROVIDER** shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;



- B. The **SERVICE PROVIDER** shall pay its personnel not less than the minimum wage and other benefits mandated by law. The **SERVICE PROVIDER** shall provide the janitorial personnel their monthly pay slip containing the necessary information on it. The **SERVICE PROVIDER** shall comply with the laws governing labor standards and employee's compensation.
- C. Notify the janitorial personnel, at the time of hiring, as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
  - 1. The rate of wages payable;
  - 2. The method of calculation of wages;
  - 3. The periodicity of wage payment - the hour, day and place of payment; and
  - 4. Any increase or change with respect to any of the foregoing items during the existence of the contract.
- D. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the **SERVICE PROVIDER** on the following:
  - 1. Recruitment of personnel;
  - 2. Salaries of personnel;
  - 3. Attendance / leave credits;
  - 4. Performance standards;
  - 5. Sanctions for violation(s) of company rules and regulations;
  - 6. Equipment of supplies; and
  - 7. Duties/functions/responsibilities of personnel.

**X. OBLIGATIONS OF THE CLIENT**

- A. The **CLIENT** will provide a storage area of all equipment, to be provided by the **SERVICE PROVIDER**, in carrying out its services. Said equipment cannot be pulled out from DOST-ASTI and EPDC at any time within the contract period.

**XI. TERMS OF PAYMENT**

- A. Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the **SERVICE PROVIDER**. Services shall only be billed based on the actual services received by the **CLIENT**, hence, may be computed by a fraction of a month.

**XII. ADDITIONAL REQUIREMENTS**

- A. The **SERVICE PROVIDER** shall submit the following, within fifteen (15) days upon issuance of the Notice to Proceed (NTP), valid upon submission:
  - 1. Photo of Janitorial uniform or workwear;
  - 2. Janitorial personnel's resume;
  - 3. Transcript of Record;
  - 4. Medical Certificate/Clearance (Must be valid for one (1) year or before the deadline for the submission and receipt of offers, preferably issued this year);
  - 5. Drug Test Result (Must be valid for one (1) year or before the deadline for the submission and receipt of offers, preferably issued this year);

6. Police and NBI Clearances (Must be valid for one (1) year or before the deadline for the submission and receipt of offers, preferably issued this year)
- B. In the event that the winning bidder is the current **SERVICE PROVIDER**, and the same janitorial staff are assigned, submission of the said requirements are no longer required.

### **XIII. OTHER MATTERS**

- A. The **SERVICE PROVIDER** shall furnish the **CLIENT** with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A No. 9184) and its 2016 revised IRR.
- B. Should there be any wage or mandated benefit (i.e., SSS, PAG-IBIG and PHILHEALTH) increase in favor of the assigned janitorial personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the **SERVICE PROVIDER** must inform the **CLIENT** in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation, subject to the accounting and auditing rules and regulations and upon showing actual payment made to their employees.
- C. The **SERVICE PROVIDER** shall furnish the **CLIENT** the monthly billing, together with copies of payroll, remittances (with official receipt of SSS, PAG-IBIG and PHILHEALTH) and other state insurance fund contributions for all janitorial personnel assigned, every 15th of the month. Should the **SERVICE PROVIDER** fail to comply, the **CLIENT** shall withhold the payment for the current month until the latter shall have complied with subject requirement.
- D. It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives and agents. The **CLIENT** 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 during the performance of the functions of the janitors pursuant to this contract.
- E. The **SERVICE PROVIDER** shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The **CLIENT** may suspend or withhold whatever contract payments may be due the **SERVICE PROVIDER** should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the **SERVICE PROVIDER**, or go after the Performance Bond set forth in this Agreement. Likewise, the **CLIENT** 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.
- F. The **SERVICE PROVIDER** shall maintain effective discipline and full control and supervision over the janitorial personnel assigned under this Agreement, as well as the manner of performance of their duties. However, the **SERVICE PROVIDER** binds itself to cause the implementation and enforcement of all rules, regulations or directives that the **CLIENT** may issue concerning the conduct of said janitorial personnel.
- G. The **SERVICE PROVIDER** and its janitorial personnel shall undergo periodic performance evaluation which shall serve as the basis of continuation of its services.
- H. The **SERVICE PROVIDER** shall provide two (2) units, one (1) for DOST-ASTI and one (1) for EPDC, of official cellphone with load allowance for the janitorial personnel assigned to be used for official business only.

- I. Extension of Contract is subject to the provisions of R.A. No. 9184 and its 2016 revised IRR. The extended term shall automatically terminate upon effectivity of a new contract.
- J. The **SERVICE PROVIDER** agrees that the **CLIENT**, through Property and Supply Section, reserves the right to screen and accept or deny the deployment of any personnel recommended by the **SERVICE PROVIDER**.

**XIV. NOTES**

- A. Should there be any discrepancy with the technical requirements stipulated herein and the Terms of Reference, requirement/s provided for in the former shall govern.
- B. Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by the **CLIENT** and the **SERVICE PROVIDER**.
- C. The **SERVICE PROVIDER** must comply with all specifications contained in this PR, TOR and supplemental bid bulletin, if any.

The **CLIENT** has the right to screen applicants and choose the personnel to be assigned.

**ADVANCED SCIENCE AND  
TECHNOLOGY INSTITUTE**

**TRIPLE 7 MANPOWER SERVICES,  
INC.**

by:

by:

**FRANZ A. DE LEON, Ph.D.**  
Director, DOST-ASTI

**LAMBERTO G. MERCADO**  
President

**SIGNED IN THE PRESENCE OF**

**MAY C. CAYABAN**  
Chief Administrative Officer

\_\_\_\_\_

**CERTIFIED FUNDS AVAILABLE**

**GAY CONCEPCION S. BUGAGAO**  
Accountant III

ORS No. 011011012022-01-000032  
Date: January 14, 2022  
PHP 2,035,787.88

## ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the \_\_\_\_\_ of \_\_\_\_\_, personally appeared **Franz A. De Leon** with **Identification No. DFA P8081541A (Passport)** issued on **25 July 2018** at **DFA, Manila** and **Lamberto G. Mercado** with Identification No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, both known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of only four (4) page/s, including this page in which this Acknowledgment is written, duly signed by them and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ at \_\_\_\_\_, Philippines.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_.