CONTRACT FOR JANITORIAL SERVICES

This CONTRACT made and executed into at the City of Dasmariñas, Cavite, Philippines by and between:

The TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES (Cavite Campus), a state institution of higher learning, created and existing under the laws of the Republic of the Philippines, with office and postal address at CQT Ave., Salawag, City of Dasmariñas, Cavite, herein represented by its Campus Director, DR. MYRNA A. FERNANDO, hereinafter referred to as the “FIRST PARTY”,

-and-

The PAD SERVICES and CONSTRUCTION CORP., a corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at the 2nd Floor YP Commercial Complex, DASA San Isidro, Paranaque City, herein represented by its President, MR. ANDRES S. PABALAN, hereinafter referred to as the “SECOND PARTY”; 

WITNESSETH THAT-

WHEREAS, the FIRST PARTY has published the Invitation to Bid for Janitorial Services with the Philippine Government Electronic Procurement System (PhilGEPS) dated August 5, 2013;

WHEREAS, the FIRST PARTY, after complying with the bidding requirements as provided for by law, is now ready to engage the services of the SECOND PARTY for it to provide/render janitorial services for the maintenance of cleanliness and sanitation of the various areas/premises, facilities and offices of the FIRST PARTY;

WHEREAS, the SECOND PARTY, having been engaged in the business of providing janitorial services and after undergoing the process of procurement mandated by the law, was found and qualified to have the capability, resources and manpower to meet the requirements needed by the FIRST PARTY;

WHEREAS, upon the recommendation by the Bids and Awards Committee BAC Resolution No. 18 s. 2013, the FIRST PARTY hereby awards the contract for the supply and provisions of janitorial services to the SECOND PARTY to take effect from September 16, 2013 to September 15, 2014;
NOW, THEREFORE, for and in consideration of the mutual covenant and stipulations herein provided, the parties agree on the following terms and conditions governing this Contract:

1. This Contract shall be for a period of One Year commencing September 16, 2013 to September 15, 2014 unless earlier revoked/terminated for cause.

2. The SECOND PARTY shall provide/render janitorial services to the FIRST PARTY for the maintenance of cleanliness and proper maintenance of its designated premises/areas, offices and facilities by furnishing adequately trained, qualified, and physically fit janitors at its own account to do the job for eight (8) hours daily, six (6) days a week except for declared holidays, which in no case shall be one (1) Janitorial Supervisor and nine (9) Janitorial Personnel for a total of ten (10) Janitorial Personnel, under the following scope of work but not limited to:

   a. Sweeping, mopping, spot scrubbing and polishing of all floors and hallways, waiting areas and comfort rooms to continuously guarantee cleanliness of all buildings, surroundings, playground and parking areas of TUPC compound;
   b. Landscaping, gardening, and watering of plants;
   c. Cleaning, sanitizing, and deodorizing of toilets and washrooms, with the use of effective disinfecting chemicals on the wash bins, urinals, and toilet bowls;
   d. Dusting and damp wiping of all hallways and comfort rooms;
   e. Dusting and cleaning of horizontal and vertical surfaces including all ceilings, walls, and windows;
   f. Dusting and damp wiping of window panes/glass and window ledges;
   g. Emptying, collecting and/or disposing of trash from waste cans or trash containers within the confines of the building to the receptacles provided for the purpose at least six (6) times a day, cleaning and sanitizing of the same;
   h. Removal of cobwebs and scrubbing of stain marks or fingerprints on walls, doors whenever necessary;
   i. Checking of water faucets, water apparatus, lights and electrically run equipment, windows and doors at the close of office hours;
   j. Checking, controlling and maintaining the refilling of overhead water tanks;
   k. Assisting in hauling, moving of tables, chairs, cabinets, etc. upon instruction of authorized officials of concerned unit/department; and
   l. Perform such other relevant duties that may be assigned by authorities.

3. The SECOND PARTY shall be solely responsible in hiring, payment of wages of the janitors and other personnel movement like suspension or dismissal, and under no circumstances shall these janitors be considered as employees of the FIRST PARTY under this Contract, provided, however, that the FIRST PARTY has the right to demand for replacement of any of the janitors who may be found remiss in the performance of their duties or in any way undesirable.

4. The FIRST PARTY shall not in any way be liable to the janitors for the payment of any claim for injury, sickness, or any other claim under the existing laws, rules and regulations nor for the payment of their Social Security System, Pag-ibig and PhilHealth contributions, all these being for the account of the SECOND PARTY. Further, the SECOND PARTY shall submit to the FIRST PARTY certified copy of the payroll signed by the janitors after each pay day as well as certified copy of receipts of payment of government dues/remittances for the janitor's SSS, PhilHealth and Pag-ibig, all of which shall be part of the requirements in processing the payment of semi-monthly billing for this Contract.
5. For the unkeep of the premises, ensure cleanliness and maintain landscaped areas, the **SECOND PARTY** shall promptly and regularly provide much needed cleaning/maintenance equipment such as, but not limited to: floor polisher – heavy duty complete with accessories, grass cutters, vacuum cleaner and supplies/materials such as, but not limited to: floor wax, detergent soap, muriatic acid, broomstick, soft brooms, rubber pumps, Lysol, deodorant cake, freshener, mop heads with handle, steel brush and garbage bags, all without any obligation on the part of the **FIRST PARTY**.

6. The **SECOND PARTY** shall also do: (1) landscaping; (2) provision on plants on selected areas (maximum of 20 pot plants); (3) provision of high pressure washer; (4) rain coat or paraphernalia that protects gardener against sun heat; (5) provide garden soil and garden tools; (6) fogging of specific areas/premises to prevent insect bites and keep everyone from sickness.

7. The **SECOND PARTY** is also obliged to conduct regular inspection, monitoring and supervision of its personnel and assign a working supervisor to ensure performance efficiency. The janitors to be furnished must have uniform and proper ID, and shall be provided with tools and protective wears when needed.

8. Other obligations of the **SECOND PARTY**:

   a. Provide extra manpower to render reasonable extra hours of service when extremely necessary during special occasion/celebration of the **FIRST PARTY** and in case of emergencies and natural calamities without cost to the **FIRST PARTY**;
   b. Submit its workers to body search by the **FIRST PARTY**;
   c. Submit quarterly report to the **FIRST PARTY**;
   d. Follow pertinent rules and regulations implemented by the **FIRST PARTY**;
   e. Conduct quarterly written evaluation on the performance of janitors using prescribed instrument that will involve the contractor’s representative and the end-user and/or office/department where the janitors is assigned;
   f. Put up and deposit a performance bond in favor of the **FIRST PARTY** which may either be in cash, surety bond and/or GSIS bond, in order to secure the faithful performance and compliance with the provisions of this Contract and as provided for under RA 9184 and its Implementing Rules and Regulations; and
   g. Be vigilant and faithful in the performance of its obligations under this Contract.

9. In consideration for the services rendered by the **SECOND PARTY**, the **FIRST PARTY** shall pay the **SECOND PARTY** for the 9 janitorial staff the amount of TEN THOUSAND EIGHT HUNDRED SEVENTY ONE AND 37/100 PESOS (Php 10,871.37) and for the 1 supervisor the amount of TEN THOUSAND EIGHT HUNDRED SEVENTY ONE AND 37/100 PESOS (Php 10,871.37) per month (or a total of ONE MILLION THREE HUNDRED FOUR THOUSAND FIVE HUNDRED SIXTY FIVE PESOS (Php 1,304,565.00) for one year), VAT inclusive, payable by the said **FIRST PARTY** to the **SECOND PARTY** on the 15th and 30th day of each month.

10. It must be understood that the **SECOND PARTY** has the obligation to abide by all the stipulations in its submitted Technical Proposal and Specification considered during the procurement process which form as integral parts on this Contract.
11. Should there be any need to clarify issues/concerns pertinent to this Contract for its effective implementation same must be express in writing by either party duly signed and communicated to the other party and the same once ratified/concurred by both parties shall form part of this Contract, provided that such clarification shall not result to its substantial amendments or giving undue advantage to either party.

12. The FIRST PARTY has the right to terminate the services of the SECOND PARTY on valid/lawful grounds anytime within the Contract period with prior notice to the SECOND PARTY, for any of the following grounds: (a) gross violation/s of the provision/s of this Contract; (b) consistent poor performance; (c) violation of labor laws, rules and regulations; and (d) failure to comply timely remittance of legally demandable obligations.

13. Should any portion of provisions of this Contract be declared invalid, illegal or unenforceable, for any reason whatsoever, the legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. In case of dispute, the parties agree to settle those amicably using alternative modes of dispute resolution. If it fails and a party resort to litigation, the venue of the action or proceeding shall be the proper courts of the City of Dasmarinas, Cavite or the Province of Cavite to the exclusion of all other venue.

15. EFFECTIVITY. This Contract shall become valid and binding upon signing by the parties with their instrumental witnesses and subject to the confirmation of the TUP Board of Regents.
IN WITNESS WHEREOF, the parties to this Contract have hereunto affixed their signatures this _ day of ___, 2013 at the City of ___, Philippines.

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES - CAVITE

BY:

MYRNA A. FERNANDO, Ed. D.
Campus Director/FIRST PARTY

ANDRES S. PABALAN
President/SECOND PARTY

Signed in the Presence of:

TOMAS M. CUENO
Witness for FIRST PARTY

MAREYN BRACAMONTE
Witness for SECOND PARTY

Certified Funds Available:

LUISETO S. GUEVARRA
Accountant II, TUPM

APPROVED:

OLYMPIO V. CAPARAS, Ed. D.
University President

PROCUREMENT OF JANITORIAL SERVICES
ACKNOWLEDGEMENT

Republic of the Philippines

BEFORE ME, a notary public for and in this day of 2013, personally appeared:

Competent Evidence of Identity

DR. MYRNA A. FERNANDO
TIN 122 – 145 – 847

ANDRES S. PABALAN
Driver’s License No7-67-001151

both known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent in this instance.

This instrument pertain to the CONTRACT for the PROCUREMENT OF JANITORIAL SERVICES at the TUP Cavite Campus consisting of six (6) pages including this Acknowledgement Page signed by the parties hereto and their instrumental witnesses on each and every page thereof.

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

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