CONTRACT FOR JANITORIAL SERVICES

This CONTRACT made and entered into this JAN 1, 2016 st day of 2016, at the City of Manila, Philippines by and between:

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES (TUP), a state institution of higher learning established by virtue of its Charter, P.D. 1518, with main office address at Ayala Boulevard corner San Marcelino Street, Ermita, Manila, represented herein by its President, DR. ADORA S. PILI, and hereinafter referred to as the FIRST PARTY;

- and -

MEGA MAINTENANCE & ALLIED SERVICES, INC., a duly registered business entity organized and existing under Philippines laws with business address at Unit 3 Bldg. 14 URCI Townhomes, Pampalona, Las Piñas City, represented herein by its President, MS. REMEDIOS C. GARCIA, hereinafter referred to as the SECOND PARTY;

WITNESSETH, that:

WHEREAS, the FIRST PARTY, invited bids for janitorial, housekeeping and sanitation services for the main Campus;

WHEREAS, the SECOND PARTY participated in the public bidding held for the purpose and submitted the Lowest Calculated Responsive Bid;

WHEREAS, after complying with the bidding requirements as provided for by law, and undergoing the process of post-qualification, SECOND PARTY was found and qualified to have the capability, resources and manpower to meet the requirements needed by the FIRST PARTY which is now ready to engage the services of the SECOND PARTY in providing janitorial services;

WHEREAS, upon the recommendation by the Bids and Awards Committee through BAC Resolution No. 2015-RESO-036, the FIRST PARTY hereby awards the contract for the supply and provision of janitorial services to the SECOND PARTY to take effect from January 1, 2016 to December 31, 2016;

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. OFFICIAL BID DOCUMENTS. The following Official Bid Documents are incorporated and made integral parts of this Contract which include but not limited to:
   a. Bid Form and the Price Schedule submitted by the SECOND PARTY as Annex “A”;
   b. Instruction to Bidders as Annex “B”;
   c. Bid Data Sheet as Annex “C”;
   d. General Conditions of Contract as Annex “D”;
   e. Schedule of Requirements as Annex “E”;
f. Special Conditions of Contract "Annex F";
g. Technical Specification/Scope of Work/Terms of Reference as Annex "G";
h. Notice of Award as Annex "H";
i. Performance security as Annex "I"; and
j. Supplemental Bid Bulletin, if any.

It must be understood that the SECOND PARTY has the obligation to abide by all stipulations in its submitted Technical Proposal and Specification considered during the procurement process which form as integral parts of this Contract.

2. This Contract shall be for a period of One Year commencing January 1, 2016 to December 31, 2016, unless earlier revoked/terminated for cause.

3. The SECOND PARTY shall provide and render janitorial services to the FIRST PARTY for the 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 days a week except for declared holidays, which in no case shall be less than twenty three (23) janitors, under the following scope of work but not limited to:

a. Sweeping, mopping, spot scrubbing and polishing of all floors and HALLWAY, waiting areas and comfort rooms to continuously guarantee cleanliness of all buildings, surroundings, playground and parking of TUP Manila 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, posts, and ceiling;
i. Cleaning and removing of cobwebs and scrubbing of stain marks on elevator walls and doors whenever necessary;
j. Checking of water faucets, water apparatus, lights and electrically run equipment, windows and doors at the close of office hours;
k. Checking and controlling and maintaining the refilling of overhead water tanks;
l. Assisting in hauling, moving of tables, chairs, cabinets, supplies, equipment etc. upon instruction of authorized officials of concerned Department;
m. All the cleaning materials must be delivered before the said date of delivery.
n. All cleaning materials, equipment, supplies must be conform to the table of specifications, and;
o. Other duties that may be assigned by authorities.

p. All supplies and materials must be checked by the Supply Office.

4. The **SECOND PARTY** shall be solely responsible in the 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.

5. For the upkeep 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 polishers – 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 of plants on selected areas (maximum of 20 pot plants); (3) provision of high pressure washer; (4) raincoat or paraphernalia that protects gardener against sun heat; (5) provide garden soil and garden tools; and (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 by the **FIRST PARTY**;

   b) Submit its workers to body search by the **FIRST PARTY’s** security guards as warranted by circumstances;

   c) Submit quarterly report to the **FIRST PARTY**;

   d) Follow pertinent rules and regulations implemented by the **FIRST PARTY** such as:

      i. Conduct of 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 janitor is assigned;

      ii. Be vigilant and faithful in the performance of its obligations under this Contract.
9. PERFORMANCE SECURITY. The SECOND PARTY shall 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 obligation under this Contract and the Official Bid Documents. The performance security shall be equivalent to a percentage of the Contract Price as provided for under the Official Bid Documents.

10. FORFEITURE. Failure of the SECOND PARTY to comply with any of the requirements under this Contract shall constitute sufficient grounds for declaring it as non-performing, leading to termination of this Contract and the forfeiture of its performance and security.

11. The FIRST PARTY reserves the right to demand the immediate replacement of any personnel employed by the SECOND PARTY who may be remiss in the performance of their duties and/or found wanting in competence, honesty, integrity or whose continued employment may be deemed prejudicial to the interest of the FIRST PARTY.

12. 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 any 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.

13. PAYMENT AND CONSIDERATION. In consideration for the services rendered by the SECOND PARTY, the FIRST PARTY shall pay the SECOND PARTY the amount of Three Million Nine Hundred Eight Five Thousand Two Hundred Thirty Seven Pesos (Php 3,985,237.00) for 23 Janitors for one year, VAT inclusive, payable by the said FIRST PARTY to the SECOND PARTY on the 15th and 30th day of each month.

14. As requirement in processing of bi-monthly billing by FIRST PARTY and prior to the release of payment, the SECOND PARTY shall submit the following documents:

a. An affidavit that the salaries and allowances of its personnel furnished and assigned to FIRST PARTY for that period being collected had been paid in accordance with all existing labor laws; and


All payments made to SECOND PARTY shall be subject to existing accounting and auditing rules and regulations.

15. PERFORMANCE WARRANTY. The SECOND PARTY represents and warrants that it possesses all the requisite knowledge, skills, technical know-how, capabilities, expertise and manpower to perform, or cause to be performed, all its obligations under this Contract in a proper, efficient, timely and professional manner and that the performance of its obligation under the Contract shall be in conformity with applicable laws, government regulations and business practices.
16. **LICENSE TO OPERATE.** The SECOND PARTY warrants that it has the necessary permit or license to operate and agrees to comply with all rules which are or may be issued by competent authorities.

17. **ANTI-GRAFT PRACTICES.** The SECOND PARTY warrants that it has not given or promised to give money or gift, directly or indirectly, to any official or employee of FIRST PARTY to secure this Contract. Any violation of this warranty shall be sufficient ground for FIRST PARTY to revoke or cancel this Contract without the necessity of judicial intervention, by giving written notice to that effect to SECOND PARTY.

18. **SAFETY AND SECURITY.** The SECOND PARTY and its personnel shall at all-time comply with all the safety and security regulations of FIRST PARTY.

19. 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: (1) gross violation/s of the provision/s of this Contract; (2) consistent poor performance; (3) violation of labor laws, rules and regulations; and (4) failure to comply timely remittance of legally demandable obligations such as SSS, Philhealth and PAG-IBIG.

20. **LIQUIDATED DAMAGES.** In the event that the SECOND PARTY fails to perform its obligations within the agreed period as specified in this Contract, the other applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. The damages herein provided are fixed and that the FIRST PARTY shall not be required to adduce proof thereof.

21. Should there be any need to clarify issues/concerns pertinent to this contract for its effective implementation same must be expressed 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.

22. Should any portion or provision 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.

23. In case of dispute, the parties agree to settle them 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 in the City of Manila to the exclusion of all other venue.

24. **EFFECTIVITY.** This Contract shall take effect upon signing by the parties and their instrumental witnesses, subject to confirmation and approval by the TUP Board of Regents.
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of __________, 2016 at the City of Manila, Philippines.

FEB 12 2016

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES
(FIRST PARTY)

By:

DR. ADORA S. PILI
President

MEGA MAINTENANCE OF & ALLIED SERVICES, INC.
(SECOND PARTY)

By:

REMEDIOS C. GARCIA
President

Signed on the presence of:

ENRICO R. HILARIO
Vice President for Admin. & Finance

CARMEN M. PANGAMON
Authorized Representative

FUNDs AVAILABLE:

CATALINO A. FORTES, JR.
Accountant IV/Head, Accounting Office
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
City of MANILA

BEFORE ME, a Notary Public for and in the City of MANILA, on this ___ day of ___ 2016 personally appeared:

Name           Valid Gov't. Issued ID
DR. ADORA S. PILI  CTC No. 297-93114
REMEDIOS C. GARCIA  EC1B22341 - Passport

known to me and to me known to be the same persons who executed the foregoing instrument consisting of SEVEN (7) pages including this acknowledgment and they acknowledged to me that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL.

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Book No. 2016
Series of 2016.

Notary Public

Makati City