

**CONTRACT FOR JANITORIAL AND MAINTENANCE SERVICES  
FOR THE PERIOD 2014 (JUNE-DECEMBER) TO MAY 31, 2016**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into by and between:

The **PHILIPPINE NUCLEAR RESEARCH INSTITUTE** hereinafter referred to as the "**PNRI**", a government agency under the Department of Science and Technology, existing under the laws of the Republic of the Philippines with office address at Commonwealth Avenue, Diliman, Quezon City, represented in this agreement by its Director, **Dr. ALUMANDA M. DELA ROSA**.

- and -

The **VILLASERAN MAINTENANCE SERVICE CORPORATION** hereinafter referred to as the "**CONTRACTOR**", a private agency engaged in janitorial services, recognized and existing under the laws of the Republic of the Philippines with business address at 413 Cavite cor. T. Earnshaw Sts., Gagalangin, Tondo, Manila, represented in this agreement by its President, **Ms. VIRGINIA N. VILLASERAN**.

**WITNESSETH:**

**WHEREAS**, the **PNRI** is desirous to enter into a contract for the procurement of Janitorial and Maintenance Services for **PNRI**;

**WHEREAS**, the Government Procurement Policy Board (GPPB) in its Resolution No. 24-2007 dated 28 September 2007, allowed government agencies to enter into a multi-year contracts but not to exceed three (3) years, in the procurement of security and janitorial services;

**WHEREAS**, in accordance with the invitation to Bid, the **PNRI** advertised and published in a newspaper of general circulation and posted as well at the PHILGEPS website, and bulletin boards of **PNRI**, DOST and Quezon City Hall, and the **CONTRACTOR** submitted its bid for the aforesaid janitorial and maintenance services.

**WHEREAS**, after the opening of bids on April 7, 2014, and the conduct of bid evaluation and post-evaluation, it was determined that the bid submitted by the **CONTRACTOR** was the most responsive bid;

**WHEREAS**, on May 2, 2014, the Bids and Awards Committee issued Resolution No. 008-2012 recommending the awarding of the contract to the **CONTRACTOR**;

**WHEREAS**, the Notice of Award was issued on May 8, 2014 and the same was received by the **CONTRACTOR** with the latter's Conformance on May 13, 2014.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby stipulate and agree on the covenants hereinafter set forth:

## I. MANPOWER REQUIREMENTS

1. The **CONTRACTOR** shall provide janitorial and maintenance services to **PNRI** located in Commonwealth Avenue, Diliman, Quezon City.
2. The **CONTRACTOR** shall assign to **PNRI** fifteen (15) janitors/janitresses including one (1) working supervisor. A pool of at least three (3) permanent relievers of equal qualifications shall also be maintained by the **CONTRACTOR** for the **PNRI**. The names and required documents of these 15 janitors/janitresses and three (3) permanent relievers shall be submitted to **PNRI** before the start of the contract period. The janitors/janitresses shall wear uniform and ID card with name legibly written and which shall be worn at all times while they are inside the **PNRI** compound.
3. The **CONTRACTOR** shall provide janitors/janitresses with official daily time record (DTR) where their time-in and time-out shall be recorded using the **PNRI** Bundy clock. A logbook shall also be maintained at the **PNRI** main guard house, wherein the said janitors/janitresses shall also personally record their attendance. Authority to get out and enter the **PNRI** compound during work hours shall be allowed only with the approved gate pass from the Chief, Finance and Administrative Division or her designated representative. Absent janitor/janitress shall be immediately replaced to avoid delay of service. Permanent replacement will be required for six (6) days of absence of any janitor. Replacement shall be taken from the pool of relievers with the **CONTRACTOR** notifying the **PNRI** upon assumption of permanent post. Replacement by trainees shall not be allowed. Likewise, payment of their salaries shall not be effected.

## II. QUALIFICATIONS

1. At least high school graduate;
2. Have at least one (1) year experience in cleaning offices and building, maintaining grounds and handling plants/trees, as appropriate;
3. Should not be less than 21 nor more than 50 years of age;
4. Physically and mentally fit;
5. Have been screened and cleared by the National Bureau of Investigation (NBI) and the Philippine National Police (PNP), and
6. Have Certification from previous employer and Barangay Captain that he/she is of good moral character and reputation, honest and of cooperative disposition.

In connection with the above listed qualifications, the **CONTRACTOR** shall provide the **PNRI** with the corresponding documents/certifications for each janitor, such as High School Diploma, results of Psychological Test, Drug Test and Chest X-ray (with film) from the concerned agencies, upon approval of the contract and before



assumption to duty of the janitors/janitresses. No janitor/janitress shall be assigned to **PNRI** without prior clearance/approval by the **PNRI**. Further, the **PNRI** reserves the right to examine the assigned janitor/janitress by its Medical Officer and to reject those found to be physically and mentally unfit to do the job.

### III. SCOPE OF WORK

#### 1. Work Area: Approximately 9 hectares

##### 1.1 Buildings (including comfort rooms)

- 1) ARC Building
- 2) Reactor East and West Wings
- 3) Nuclear Administration, Regulation and Training (NART) Building
- 4) ITR Building
- 5) Radiation Protection Building
- 6) Tc-99m Production Laboratory Building
- 7) Nuclear Materials Building
- 8) Engineering / Machine Shop Building
- 9) NDT Building
- 10) Cobalt-60 and Electron Beam Facility Building
- 11) Biomed Modular Laboratories I and II
- 12) Agriculture Modular Laboratories I and II
- 13) Seed Processing Modular Laboratory
- 14) Entomology Modular Laboratory
- 15) SIT Fruitfly Modular Laboratory
- 16) Health Physics Modular Laboratory
- 17) SSDL Modular Laboratory
- 18) Environmental Isotope Center (EIC):
  1. Isotope Ratio Mass Spectrometry Laboratory (IRMS)
  2. Tritium Modular Laboratory
- 19) Cytogenetics Modular Laboratory
- 20) Motorpool

##### 1.2 Lawns, Roads and Others

#### 2. Work Schedule

##### 2.1 Regular Working Days

For offices and laboratory rooms, corridors, lobbies, stairways, comfort rooms, surrounding areas, care of ornamental plants.

Regular hour - 7:00 A.M. to 4:00 P.M.

Broken Time (2 Janitors) – 7:00 A.M. to 6:00 P.M.

##### 2.2 Saturdays - 8:00 A.M. to 5:00 P.M.

##### 2.3 Sundays and Legal Holidays - No Work (Legal Holidays with pay)

### 3. Work Activities

#### 3.1 Daily Activities (Monday to Friday)

- Maintenance of buildings/laboratories
  - Sweeping, mopping, spot scrubbing and polishing of all floors including corridors
  - Dusting of all office furniture/equipment, fixtures, laboratory equipment
  - Dusting and cleaning of horizontal and vertical building surfaces
  - Dusting and cleaning of all glass/panels, windows, window edges and partitions which require daily attention
  - Cleaning of trash receptacles
  - Disposing of trash from the confines of the building to outside receptacles provided for this purpose
  - Cleaning and sanitizing of toilets and wash rooms
  - Filling up of at least two (2) drums of water in every comfort rooms for water storage
  - Provides messengerial/errand works and attending to the needs of the senior staff during meetings, as required.
- Maintenance of Grounds
  - Maintenance/upkeep of all ornamental plants
  - Grass cutting of the PNRI landscape areas (at least twice a month)
  - Sweeping of fallen leaves and ring weeding of plants (daily)
  - Roadways and side walk cleaning including covered walk (daily)
  - Cutting of blown down trees including stumps caused by typhoons
  - Propagation of indoor ornamental plants
  - Grass cutting of the forested areas.

#### 3.2 Weekly Periodic Operations

- Cleaning / Clearing of roofs of all modular buildings
- Washing, scrubbing, waxing and polishing of all floors
- Washing of inside glass windows and all outside windows that can be reached by hand and which will not require scaffoldings
- Dusting of light fixtures suspended from ceiling
- Dry vacuum cleaning of the carpeted areas
- Maintenance and upkeep of indoor plants
- Defogging/spraying of all rooms and laboratories with insecticides/ mosquito killers

#### 3.3 Monthly Operations

- Shampooing of carpeted areas;
- Washing of venetian blinds
- Cutting of trees along the PNRI perimeter fence and plant Maintenance along Central Avenue

#### 3.4 Other Related Services

- Provides messengerial/errand work and other related services
- Provides all necessary assistance in support of the Zero Waste Management Program



- Assists in the implementation of the Energy Conservation Program
- Assists in the implementation of the PNRI Disaster Preparedness Plan
- Provides one (1) roving project coordinator who will coordinate with the Janitor Supervisor from time to time in monitoring the performance of the deployed personnel.

#### IV. LIST OF EQUIPMENT, SUPPLIES AND MATERIALS

##### 1. Equipment

- 3 units Floor Polishers (heavy duty) with scrubbing pad and extension cord
- 2 units Vacuum Cleaner (wet and dry, heavy duty) with extension cord
- 3 units Grass Cutter (heavy duty)
- 40 pcs. Pail and dipper (tabo)

##### 2. Materials

- 1 unit Step ladder
- 1 unit Buggy (new)
- 6 pcs. Glass squeegee / wiper (new)
- 2 sets Garden hose at least 30m long each (new)
- 6 pcs. Long and heavy duty Bolo (new)
- 4 pcs. Carit (new)
- 1 set Garden tools (new)

##### 3. Other Materials

###### 3.1 Quarterly Semi-consumable/consumable Cleaning Materials

- 6 pcs. Mop Handle
- 3 pcs. Plastic Dust Pan
- 3 pcs. Ceiling Broom
- 1 gal. Carpet Shampoo
- 1 gal. Muriatic Acid (Apollo)
- 1 pc. Push Brush
- 6 pcs. Bowl Pump
- 1 pc. Polishing Pad

###### 3.2 Monthly Consumable Materials

- 13 kg. Powder Soap (Tide / Breeze)
- 2 gal. Traffic Grade Wax (SC Johnson)
- 1 kg. Cleanser (Ajax)
- 2 gals. Disinfectant (Lysol)
- 2 gal. Clorox (Zonrox)
- 6 cans Dry Air Freshner (Glade / Pledge)
- 3 doz Hand Pads (Scotch Brite)
- 5 doz Black Garbage (3XL)
- 6 pcs.. Mop Heads (Cotton)
- 1 can Insect Spray (Baygon/Raid)
- 2 doz Steel Wool
- 1 gal. Liquid Toilet Deodorant
- 2 doz. Stick Broom
- 6 pcs. Soft Broom

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The **CONTRACTOR** shall immediately provide replacement for lost or out-of-order equipment and cleaning materials within two (2) days after the loss or damage; otherwise, the **PNRI** shall issue a Memorandum of Unsatisfactory Service to the **CONTRACTOR**.

The above listed items shall be delivered in accordance with the delivery schedule below, otherwise penalty shall be imposed:

1. Delivery Schedule:

- 1.1 For items under no. 1 and 2, delivery shall be made one week before the start of the contract period.
- 1.2 For items under no. 3.1, delivery for the first quarter shall be done one week before the start of the contract period, then on the last week of the month before the next quarter thereafter; and
- 1.3 For items under no. 3.2, delivery for the first month shall be one week before the start of the contract period and on the 3rd week of every month thereafter.

2. Penalty:

For failure of the **CONTRACTOR** to deliver the items within the specified dates, a penalty of one tenth (1/10) of 1% of the total value of the supplies due for delivery shall be imposed for each day of delay.

**V. OTHER CONDITIONS**

1. The following documents shall be deemed to form and be interpreted and construed as part of this Contract vis:
  - 1.1 General Conditions and Specifications for the Supply of Janitorial and Maintenance Services for 2014 (June-December) to 31 May 2016
  - 1.2 Approved Budget for the Contract
  - 1.3 Invitation to Bid
  - 1.4 Technical and Financial Proposals with all the supporting documents
  - 1.5 Bids and Abstract of Bids
  - 1.6 Approved BAC Resolution/Recommendation
  - 1.7 Notice of Award (with attachments), duly accepted by the winning bidder
  - 1.8 Notice to Proceed
  - 1.9 Performance/Surety Bond
  - 1.10 Pertinent provisions of RA 9184, its Implementing Rules and Regulations and other applicable laws and rules
2. The **PNRI** reserves the right to reduce or increase the number of janitors/janitresses or replace all, some or any particular janitor/janitress, as the exigencies of its operation may require. Such reduction, increase or replacement shall become effective twenty-four (24) hours after notice thereof is given by the **PNRI** to the **CONTRACTOR**, in which case, corresponding proportionate adjustment, (in case of reduction or increase in the number of janitors/janitresses), in the consideration prescribed hereof shall be made.



The **PNRI** shall likewise reserve the right to request for the immediate replacement of any janitor/janitress which in its judgment is found lacking in qualification, competence, honesty or integrity, or for any reasonable cause. Failure on the part of the **CONTRACTOR** to take appropriate action thereon within forty-eight (48) hours from receipt of formal advice from **PNRI** shall be considered a cause for the pre-termination of the contract.

3. The **PNRI** shall at all times be informed by the **CONTRACTOR** of the names and deployment of its personnel working in the **PNRI** premises.
4. The janitors/janitresses referred to in this Contract are exclusively the employees of the **CONTRACTOR**, and the latter shall assume all liability for any and all acts or omissions committed or allowed to be committed by said janitor/janitress resulting to the loss of, or damage to, any of the properties of **PNRI**. For this purpose, the **PNRI** has the authority to deduct the value of the lost/damaged properties to the payment due to **CONTRACTOR**, as verified/agreed by both parties.
5. In connection with the employment relationship with the janitors/ janitresses, the **CONTRACTOR** hereby agrees to comply with laws bearing on employment as follows:

- 5.1 Minimum wage
- 5.2 COLA
- 5.3 13th Month pay
- 5.4 Five days incentive leave with pay
- 5.5 Separation pay
- 5.6 SSS, Philhealth, ECC and Pag-Ibig
- 5.7 Legal holidays (with pay, even if no work was rendered by the janitor/janitress on that day)
- 5.8 Special holiday (principle of "no work" no pay" applies)
- 5.9 Employer's liability

6. The **CONTRACTOR** shall hold the **PNRI** free from any claim by any or all of the janitor/janitress related thereto. Valid complaints received by **PNRI** regarding non-payment / incomplete payment of the above benefits especially the minimum daily wage shall be considered a breach of this contract and can therefore be a ground for the termination of the said contract.
7. The **CONTRACTOR** shall allow **PNRI** to access their records including but not limited to remittances to Social Security System (SSS), Philhealth, Employees Compensation Commission (ECC) and Pag-Ibig.

8. Contract price per Janitor per month is broken down as follows:  
(Coverage: June to December 2014)

A. Due to Janitor (Labor Cost)

Daily Rate	P	451.00
Basic Salary (P451.00 x 184.2/7)	P	11,887.07
COLA (P15x183/7)		392.14
13 <sup>th</sup> Month pay (P451x184.5/7/12)		990.59
5 Days incentive pay (P451x5/12)		187.92
Retirement Benefits per R.A 7641 (P451x22.50/12)	P	<u>845.63</u>
Total Due to Janitor (Labor Cost)	P	14,303.35

B. Due to Government

SSS	P	920.80
Philhealth		150.00
ECC		10.00
Pag-ibig		<u>100.00</u>
Total Due to Government	P	1,180.80

C. Total Amount Payable to Janitors and Government

P 15,484.15

TOTAL AMOUNT FOR 15 JANITORS

P 232,262.25

D. Agency Administrative Overhead Margin

Supplies & Materials	P	7,425.78
Equipment Rental		0.00
Agency Fee	P	<u>23,226.23</u>

Total Administrative Overhead Cost P 30,652.01

TOTAL AMOUNT (C+D)

P 262,914.26

E. Value Added Tax [TOTAL (C+D) x 12%]

31,549.71

TOTAL COST PER MONTH

P 294,463.97

TOTAL COST FOR SEVEN (7) MONTHS

P2,061,247.79

9. For and in consideration of the services to be rendered by the **CONTRACTOR** to the **PNRI**, the **PNRI** during the life of the Contract on the bases of the actual services rendered according to scheduled of operation, shall pay the **CONTRACTOR** the amount of **TWO HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED SIXTY THREE AND 97/100 (P294,463.97)** per month, payable in two equal payments, i.e., after the 15<sup>th</sup> and 30<sup>th</sup> of each month, subject to existing laws and government accounting and auditing rules and regulations and upon submission of the following requirements:



- 9.1 Certification by the Chief, Finance and Administrative Division or her designated representative that the **CONTRACTOR** has rendered services for the period and has complied with the terms, conditions and requirements stipulated in the Contract.
- 9.2 Daily Time Record (DTR) of janitors/janitresses.
- 9.3 Copy of payroll and sworn certification of the **CONTRACTOR** that it has paid the wages and allowances of its janitors/janitresses assigned to the PNRI in accordance with all labor laws and adjustments mandated.
- 9.4 Certified Copy of monthly/quarterly remittance to SSS, PHILHEALTH, ECC and PAG-IBIG.
10. In case the labor cost increases subsequent to the execution of this Contract based on new laws, executive order or wage order for wage increase, the **CONTRACTOR** shall be entitled to an adjustment of the stipulated contract price. Said adjustment shall be limited to the amount stipulated in the said new law, executive order or wage order. However, any deficiency in funding requirements shall be subject to availability of funds, as requested by **PNRI** from the Department of Budget and Management (DBM) for the latter's allocation and release for implementation.
11. To avoid interruptions of service, a **CONTRACTOR** personnel shall come to the **PNRI** twice a month to give the salary. If system of payment is through Automated Teller Machine (ATM), the payroll shall be brought to the **PNRI** for signature of janitors/janitresses. The **PNRI**, through its representative, reserves the right to witness payment of salaries made by the **CONTRACTOR** to its assigned janitors/janitresses, at any given time.
12. The **CONTRACTOR** shall within ten (10) days from the receipt of the Notice of Award, furnish and post a performance bond, in a form of (a) Cash/Manager's check, in the amount of **ONE HUNDRED THREE THOUSAND SIXTY TWO PESOS AND 39/100 (P103,062.39)** representing 5% of the total contract price or (b) a Surety Bond callable on demand, issued to **PNRI** by the Government Service Insurance System (GSIS) or private bonding company registered to the Philippine Insurance Commission, in the amount of **SIX HUNDRED EIGHTEEN THOUSAND THREE HUNDRED SEVENTY FOUR PESOS AND 33/100 CENTAVOS (P618,374.33)** representing 30% of the total contract price, for June to December 2012, to guarantee the performance and delivery of maintenance services, a copy of which is hereto attached as Annex "A".
13. The **PNRI** shall conduct a semi-annual performance evaluation/appraisal pertaining to the quality of service being provided by the **CONTRACTOR**. Such appraisal/evaluation shall be conducted using the officials and employees of **PNRI** as respondents. The results of the evaluation/appraisal shall be forwarded to the **CONTRACTOR**, who must faithfully comply and implement the recommendations made by **PNRI**. In case the **CONTRACTOR** fails to pass the performance evaluation/appraisal or when it fails to implement the recommendations of **PNRI** within thirty (30) days from receipt hereof, the **PNRI** may pre-terminate the service contract with the **CONTRACTOR**, provided that **PNRI** shall issue a pre-termination notice to the **CONTRACTOR** thirty (30) days before the termination date.



14. At the end of the CY 2014, the **CONTRACTOR** shall again furnish and post a performance bond to **PNRI**, in a form of (a) Cash/Manager's check an amount equivalent to 5% of the total contract price, or (b) a Surety Bond from same bonding company stated above, equivalent to 30% of the total contract price for CY 2015 and CY 2016, to guarantee the performance and delivery of maintenance services, on the following schedule:

14.1 For Calendar Year 2015 - on or before January 15, 2015

14.2 For Calendar Year 2016 - on or before January 15, 2016

15. This Contract shall be effective from June 1, 2014 and should end on May 31, 2016. However, this Contract may be terminated before its expiration date by either party upon thirty (30) days advanced written notice to the other, provided that the termination of this Contract shall be without prejudice to the rights and obligations of the parties for services which have accrued prior to such termination. The **PNRI** reserves the right to terminate the Contract by notarial or judicial cancellation in the event of any breach of the stipulations of this Contract by the **CONTRACTOR**. In case the termination of this Contract is due to its expiration date, a written notice from the **PNRI** shall no longer be necessary.
16. In the event that this Contract is pre-terminated for violation of any of the provisions set forth in this Contract, or the expiration thereof, the **CONTRACTOR** shall cause the vacation from the premises of **PNRI** within twenty-four (24) hours from the effectivity of said termination. Thereafter, the presence of any personnel of the **CONTRACTOR** in said **PNRI** premise shall be treated as acts of trespass and shall be prosecuted accordingly.
17. At the end of this Contract or any supplemental thereto, the last payment due to the **CONTRACTOR** shall only be released upon submission by the **CONTRACTOR** to **PNRI** of a certification that all compensations including but not limited to the CASH BOND due to the janitors/janitresses had been fully paid/reimbursed.
18. The personnel of the **CONTRACTOR** shall be subjected to on-the-spot search by the **PNRI** through the duly authorized security guard on duty, every time service personnel enter and leave the premises.
19. The notarial fees and requisite documentary stamp shall be for the account of the **CONTRACTOR**.
20. Any dispute or differences that may arise in the implementation of this Contract shall be first resolved amicably or subject for arbitration in accordance with the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act of 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". During the pendency of any such dispute, the **CONTRACTOR** shall proceed diligently with the performance of its obligations and undertakings under this Contract, as directed by **PNRI**.
21. Violation or any interpretation of the provisions of this Contract shall be brought exclusively to the proper Court of Quezon City only. The venue of litigation or court actions pertaining to this Contract and other related issues shall be brought exclusively to a court of competent jurisdiction in the Quezon City only.

*Handwritten signatures and initials in blue ink, including a large signature and several smaller ones.*



## VI. AMENDMENT

Except as expressly provided in the Contract, no modifications of the terms and conditions or any of the provisions hereof shall be made except by written instrument which shall be signed by both Parties hereto.

## VII. CONTRACTOR'S WARRANTY

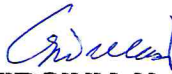
The **CONTRACTOR** warrants that it has not given or promised to give money, gift or any material favour/consideration to any officer or employee of **PNRI** to secure this Contract and that any violation of this warranty shall be sufficient ground for **PNRI** to revoke or cancel the same with or without the need of judicial action, by giving written notice to the effect to the **CONTRACTOR**.

**IN WITNESS WHEREOF**, the parties have here unto set their hands this 22<sup>nd</sup> day of May 2014 at Quezon City, Philippines.

**PHILIPPINE NUCLEAR RESEARCH  
INSTITUTE**

  
**ALUMANDA M. DELA ROSA, Ph.D.**  
Director

**VILLASERAN MAINTENANCE  
SERVICE CORPORATION**

  
**MS. VIRGINIA N. VILLASERAN**  
President

SIGNED IN THE PRESENCE OF:

  
**GERALD DG. CONISE**  
Head, Accounting Section

  
**NOEME S. VITALICIO**  
Liaison Officer

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
City of Quezon )s.s.

BEFORE ME, a Notary Public, personally came and appeared **Dr. ALUMANDA M. DELA ROSA** with Passport No. OE0014655 issued on February 14, 2014 and **Ms. VIRGINIA N. VILLASERAN**, with Community Tax No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, known to me to be the same persons who executed the foregoing Contract consisting of eleven (11) pages including this page wherein this Acknowledgement is written.

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Page No. 28  
Book No. 458  
Series of 2014

**ATTY. ARWIN JOJO SINAGUINAN**  
**NOTARY PUBLIC**

**UNTIL DECEMBER 31, 2014**

**TIN NO: 103-631-220**

**PTR NO: 111**

**ISSUED 12-3-13 ON 12-3-13**