

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this 27th day of December 2013 at Taguig City, by and between the:

TECHNICAL EDUCATION AND SKILL DEVELOPMENT AUTHORITY, a national government mandated by Republic Act No. 7796, with principal place of business at TESDA Complex, East Service Road, South Luzon Expressway, Taguig City, Metro Manila, represented in this Contract by its Director General, **SEC. EMMANUEL JOEL J. VILLANUEVA**, and hereafter referred to as the "**AUTHORITY**";

-and-

SUPERCLEAN SERVICES CORPORATION, a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 10th Floor, Manufacturers Building, Plaza Sta. Cruz, Manila, Philippines, represented in this Contract by its General Manager, **MS. EDITHA R. LOPEZ**, hereinafter referred to as the "**AGENCY**".

WITNESS THAT:

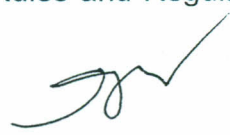
WHEREAS, the **AUTHORITY** intends to apply the sum of **Eighteen Million Three Hundred Ninety Six Thousand Three Hundred Sixty Three Pesos and 60/100 (Php 18,396,363.60)** being the total Approved Budget for the Contract (ABC) for CY 2014 for the provision of Janitorial Services for TESDA Central Office for CY 2014-2016;

WHEREAS, the **AUTHORITY** advertised the Invitation to Bid for the provision of Janitorial Services for TESDA Central Office for CY 2014-2016 in a newspaper of general circulation and posted the same in the PhilGEPS on 09 October 2013 and 10 October 2013, respectively;

WHEREAS, responding to the abovementioned Invitation to Bid, three (3) prospective bidders signified their interest to participate in said bidding process by purchasing bidding documents, namely: 1) Superclean Services Corporation, 2) LBP Service Corporation and 3) Philcare Manpower Services;

WHEREAS, the submission of bids and bid opening were held on 05 November 2013, 2:15 p.m. at the OCSA Conference Room, 2nd Floor of TESDA Administration Building in Taguig City;

WHEREAS, only the **AGENCY** passed the eligibility requirements pursuant to Sections 23 and 25 of Rule VIII of the Revised Implementing Rules and Regulations of Republic Act No. 9184;



WHEREAS, accordingly, a Technical Evaluation Group (TEG) was created to assist the Bids and Awards Committee (BAC) in evaluating the eligibility, technical and financial requirements submitted by the **AGENCY** during the bid opening;

WHEREAS, in view of the TEG report, the **AGENCY** had been found to be the Single Calculated and Responsive Bid pursuant to Section 36 (b) of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, the recommendation to award the contract in favor of the **AGENCY** through BAC Resolution No. 18-2013 on 18 November 2013 had been elevated by the Director General to the TESDA Board for approval;

WHEREAS, the TESDA Board approved the award of contract to the **AGENCY** in the amount of Eighteen Million Three Hundred Sixteen Thousand Three Hundred Forty Four Pesos and 56/100 (Php 18,316,344.56) through Board Resolution No. 2013-08 issued on 17 December 2013;

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

A. PERFORMANCE BY THE AGENCY


1. The **AGENCY** shall provide the **AUTHORITY** with:

- a) Eighty one (81) janitorial attendants who shall render janitorial services at the abovementioned address of the **AUTHORITY**; and
- b) Said janitorial attendants shall render janitorial services for eight (8) hours a day and six (6) days a week excluding legal holidays in accordance with specific schedules as may be submitted by the **AUTHORITY** effective 01 January 2014 to 31 December 2014.

2. The services to be rendered by the **AGENCY** shall consist of the following:

I. Daily Routine Operations:

- a) Sweeping, mopping, spot scrubbing and polishing of all floors. Areas such as the main lobby, entrance way, waiting areas, elevator cars and comfort rooms shall be serviced continuously during hours of use to maintain cleanliness;
- b) Cleaning, sanitizing of toilets and rest rooms with the use of effective disinfecting chemicals on the wash basins, urinals and toilet bowls, and fogging of toilets and hallways with deodorants;
- c) Dusting and cleaning of horizontal and vertical surfaces including all furniture;
- d) Dusting, polishing and cleaning of all glass tops, glass doors, glass partitions, inside windows, window ledges, air vents, partitions, and brass attachments which require daily attention;



- e) Emptying and cleaning of ash-trays and waste paper containers, pick-up butts from sand, burns and disposal of trash to the receptacles provided for this purpose;
- f) Sweeping of cobwebs and removing of finger marks on the walls and ceilings when necessary;
- g) Maintenance and watering of ornamental plants and trees;
- h) Sweeping of sidewalks fronting the building;
- i) Vacuuming of all carpeted floors;
- j) Checking of water faucets, water apparatus, lights and equipment and windows at the close of office hours; and
- k) Maintenance of grounds including cutting of overgrown plants and grasses in designated areas.

II. Weekly Periodic Operations:

- a) Washing, scrubbing, waxing and polishing of all floors and stairways;
- b) Washing of inside and outside glass windows, partitions and door;
- c) Dusting of light fixtures suspended from the ceiling, venetian blinds and drapes;
- d) Cleaning, waxing and polishing of office furniture, counters, and the like excluding items that require specialized maintenance. Furnitures such as davenport and chairs showing signs of soil due to any cause will be washed and cleaned;
- e) Placing of all indoor plants under rain or sun on weekends or holidays and returning them during weekdays;
- f) Removing of cobwebs from 7th floor down to the basement including all walls and columns inside the building;
- g) Polishing of all metals signs;
- h) Vacuum cleaning of draperies;
- i) Cleaning of all fire escapes, air handling units at the 3rd floor terrace and rooftop of the building; and
- j) Cleaning, applying of wax and polishing of public areas such as auditorium, canteen and the like.

III. Monthly Periodic Operations:

- a) General cleaning of all exterior glasses;
- b) Thorough general cleaning of all areas covered by this Contract;
- c) Cleaning of diffusers, lights and other fixtures as may be required by the **AUTHORITY**; and
- d) Shampooing of carpets and furniture as may be required by the **AUTHORITY**.

IV. Miscellaneous Services

- a) Hauling of office furnitures and equipment within the premises;
- b) Report on fixtures and other building accessories needing repairs (i.e., leaking faucet);
- c) Assistance to GSD Maintenance Personnel on maintenance and repair activities; and



- d) Provide other related services as may be so required from time to time.
3. The **AGENCY** shall exercise discipline, supervision, control and administration over its janitorial attendants in accordance with the law, pertinent government rules and regulations as well as the rules and policies set forth by the **AUTHORITY** on the matter.
 4. The **AGENCY** shall guarantee for the loss or damage of the **AUTHORITY**'s property unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the **AGENCY** or any of its janitorial attendants. Such loss, pilferage, breakage or damage of the properties involved must be reported in writing to the **AGENCY** within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the **AGENCY** shall not in any way be made responsible.
 5. The **AGENCY** shall comply with all existing labor laws, i.e., minimum wage, cost of living allowance, 13th month pay, service incentives leave pay, SSS/PAG-IBIG/PHILHEALTH premium contributions and other mandatory benefits as provided by law. For this purpose, it shall submit monthly upon presentation of the bill, a sworn certification that it has paid wages, allowances and bonuses of its employees in accordance with the law.

B. PERFORMANCE BY THE AUTHORITY

1. For and in consideration of the services to be rendered by the **AGENCY** to the **AUTHORITY**, the latter obligates itself to pay and deliver to the former every month, upon the former's submission to the latter of the Statement of Account, the sum of One Million Five Hundred Twenty Six Thousand Three Hundred Sixty Two Pesos and 05/100 (Php 1,526,362.05) per month payable in two bi-monthly payments, every fifteenth and end of each month provided however, that the above amount represents payments to the **AGENCY** for the eighty one (81) janitorial attendants computed at the rate of Eighteen Thousand Eight Hundred Forty Three Pesos and 98/100 (Php 18,843.98) per month per janitorial attendant rendering eight (8) hours per day. It should be understood that the eighty one (81) janitorial attendants represent body-count or man-count. Payments made by the **AUTHORITY** shall be inclusive of the VALUE ADDED TAX (VAT).
2. The **AUTHORITY** undertakes to provide the janitorial personnel of the **AGENCY** with specific work areas and assignments to enable the **AGENCY** to fully and effectively perform its functions, duties and responsibilities.
3. It must be understood that should the **AUTHORITY** require additional janitorial personnel depending on its needs and purpose, a written notice shall be made. The same shall be paid on a per janitor basis. Provided, also that should the **AUTHORITY** require a decrease in the number of janitorial attendants, the corresponding adjustment in payment to the **AGENCY** shall also be effected.



C. WARRANTIES

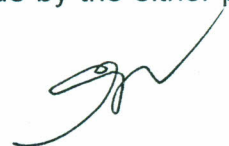
The **AGENCY** hereby warrants that it has not given or promised to give money, gift to any official or employee of the **AUTHORITY** to ensure contact and that any violation of this warranty shall be sufficient basis to terminate this contract.

D. MISCELLANEOUS PROVISIONS

1. It is expressly understood that the **AUTHORITY** and **AGENCY** have entered into a multi-year contract good for three (3) years starting CY 2014-2016 subject to the following:
 - a) The bid price for a duration of three (3) years shall be fixed and shall not be adjusted during the contract implementation except where there is increase in the minimum wage pursuant to law or new wage order issued after date of bidding, increase in taxes and increase or decrease in the number of janitorial attendants;
 - b) The Approved Budget for the Contract (ABC) which is Eighteen Million Three Hundred Ninety Six Thousand Three Hundred Sixty Three Pesos and 60/100 (Php 18,396,363.60) is good for CY 2014 only;
 - c) Before end of each year, an assessment or evaluation of the performance of the service provider based on a set of performance criteria shall be made and used as basis whether to continue with the contract or pre-terminate it.
2. It is expressly understood and agreed that the **AGENCY** is not an agent or employee of the **AUTHORITY** in all intents and purpose under contract with the **AGENCY**. Accordingly, the **AUTHORITY** shall not be responsible for any and all claims for personal injury or damage including death caused either to any of the janitors or any third person where such injury or death arises out or in the course of the lawful performance of said janitors.
3. The **AUTHORITY** reserves the right to pre-terminate the contract in case the **AGENCY** fails to fulfill any of the obligations set forth in this Agreement. In which case, the **AUTHORITY** will not in any way be liable to pay the **AGENCY** any amount representing the portion of the contract which has not served due to pre-termination including penalties.

E. EFFECTIVITY OF CONTRACT

1. This agreement shall commence from 01 January 2014 and shall continue in full force and effect until 31 December 2016 subject to the Guidelines in the Procurement of Security and Janitorial Services and Item D (1) hereof.
2. In case of termination, a fifteen (15) day notice shall be made by the either party subject to Item D (3) hereof.



IN WITNESS whereof, the parties hereunto signed this Agreement, this 29th of December 2013 at Taguig City.

TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY

SUPERCLEAN SERVICES
CORPORATION

By:

By:

SEC. EMMANUEL JOEL J. VILLANUEVA
Director General

EDITHA R. LOPEZ
General Manager

WITNESSES:

TITO L. BARTOLOME
Chief Administrative Officer
General Services Division

RUEL L. GEAN
Supervisor

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
LAGDIG CIT) S.S.

BEFORE ME, a Notary Public for and in the Province /City of LAGDIG CIT this
02 JAN 2014 2014 personally came and appeared:

Name	Government Issued ID No.	Issued by
EMMANUEL JOEL J. VILLANUEVA	1998-2454	TESDA
EDITHA R. LOPEZ		

Known to me and to known to be the same persons who executed the foregoing instrument which they acknowledge before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this 02 JAN 2014 day of 2014 at
LAGDIG CIT.

Doc. No. 84
Page No. 19
Book No. XVII
Series of 2014

EDILBERTO F. FACINABA
NOTARY PUBLIC
UNTIL DEC. 31, 2014
PTR NO. A-2015718
ISSUED ON 01-02-2014
AT TAGUIG