

Republic of the Philippines  
Department of Science and Technology  
PHILIPPINE TEXTILE RESEARCH INSTITUTE

**CONTRACT FOR JANITORIAL SERVICES**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and entered into at Bicutan, Taguig City, Philippines, this \_\_\_\_ day of January 2015 by and between:

The **PHILIPPINE TEXTILE RESEARCH INSTITUTE – DOST (PTRI-DOST)**, a government institution with principal address at General Santos Avenue, Bicutan, Taguig City, represented by its Director, **CELIA B. ELUMBA**, hereinafter referred to as the “Entity”;

-and-

The **CARE BEST INTERNATIONAL, INC.**, a corporation, duly organized and existing under the laws of the Philippines with principal address at No. 8248 CBII Bldg. Camachile Street, San Antonio Village, Makati City represented by its President, **REYNALDO M. CUEVAS**, hereinafter referred to as the “Contractor”.

**WITNESSETH:**

Whereas, the **Entity** requires the necessary labor, equipment and supplies/materials for janitorial, landscaping and ground maintenance services and other related services at PTRI Main Office at Bicutan, Taguig City and at PTRI Technology Center (PTRI-TC), Villanueva, Misamis Oriental;

Whereas, after a public bidding undertaken last 15 November 2015 the Entity has accepted the bid of the **Contractor**, having submitted the lowest calculated and most responsive bid for the execution and completion of “The Services” pursuant to the PTRI Notice of Award dated 19 February 2015, and duly accepted by the **Contractor** on 20 February 2015;

**WHEREFORE**, for and in consideration of the above premises, the following covenants are mutually agreed upon:

**1. General Provisions:**

- 1.1 This Contract is for Janitorial, Landscaping, Ground Maintenance and other related services for the PTRI Main Office at Bicutan, Taguig City and at PTRI-TC, Villanueva, Misamis Oriental, hereinafter referred to as “**The Services**”, involving all works, including provisions of supplies/materials and equipment as contained in the Scope of Work which is included in the bid documents as approved by the Entity and listed as Annexes “A”, “B” and “C” respectively;

- 1.2 This Contract shall be governed by the rules and procedures as set forth under the relevant provisions of Republic Act No. 9184 and its Revised Implementing Rules and Regulations (IRR). As such, the following documents shall form as integral part of this Contract:
- a. All PTRI bid documents subject of this Contract;
  - b. All offered documents (Technical and Financial) including Annexes submitted by the **contractor** subject of the bidding for the Contract;
  - c. **Contractor's** eligibility requirements pursuant to R.A. 9184;
  - d. **Contractor's** Scope of Works and cost estimates duly approved by the **Entity**;
  - e. Cash flow projection from the **Contractor** covering the whole Contract period;
  - f. **Contractor's** Credit Line Certificate;
  - g. Performance Security from the **Contractor**;
  - h. Certificate of Availability of Funds by the **Entity**;
  - i. Notice of Award of contract issued by the **Entity** indicating the **Contractor's** conformed thereto and date received; and
  - j. Other contract documents that may be required by the **Entity** and/or required under RA 9184, its IRR and relevant existing law.
- 1.3 The **Entity** hereby assigns Ms. Corazon I. Tapulgo, PTRI Chief of Finance and Administrative Division (FAD), as the official PTRI Representative.
- 1.4 The **Contractor** hereby appoints and designates Mr. Reynaldo M. Cuevas as its true and lawful attorney-in-fact, to do, execute and perform any and all acts necessary for and all acts necessary for and in behalf of the Contractor for the services as fully and effectively as the Contractor might do if personally present.

## II. **Area Scope, Scope of Work and Responsibilities of the Contractor:**

- 2.1 **Area Scope:** The Contractor shall render the services to the Entity covering the following areas:
- 2.1.1 PTRI Compound, Bicutan, Taguig City
    - Main Building;
    - Cotton System Pilot Plant;
    - Natural Fiber Pilot Plant;
    - Long Staple Fiber Pilot Plant
    - All other areas within the entity's perimeter
  - 2.1.2 PTRI-TC, Villanueva, Misamis Oriental
- 2.2 The Contract **Scope of Work** shall include the provision of services supplies/materials, and equipment as contained in the Scope of Work which is included in the bid documents as approved by the Entity and listed in Annex "A" (Housekeeping Plan), Annex "B" (List of Tools and Equipment) and Annex "C" (Production Delivery Schedule), which annexes are made integral part of this Contract.

- 2.3 One week prior to start of the Contract, the **contractor** shall submit to the **entity** for its approval, all supplies, materials and equipment as contained in Annexes "B" and "C". A monitoring officer to be designated by the PTRI official representative shall inspect the supplies, materials and equipment, attest to its acceptability and endorse the same for approval of the **Entity**.
- 2.4 The **Contractor** shall commence its services immediately upon receipt of the Notice to Proceed, and will continue to provide its services during the entire validity of this Contract, unless otherwise revoked or terminated by the Entity by virtue of item 2.10 below.
- 2.5 The **Contractor** shall provide five (5) cleaning personnel and one (1) experienced and skilled landscaper for the Entity's Main office at Bicutan, Taguig City and one (1) cleaning personnel for the Entity's TC Misamis Oriental, which personnel shall perform all works as contained in Annex "A".
- 2.6 The **Contractor** shall make available at all times, relievers and/or replacement for its personnel in case of absence to ensure continuous and uninterrupted services.
- 2.7 The **Contractor** shall submit to the Entity the names and functions of its personnel to be permanently assigned to the entity as well as their relievers/replacement, once necessitated.
- 2.8 The **Contractor** shall answer directly for the cost of any damage to or loss of the **Entity's** property, or to those for which the Entity may be held responsible, through the negligence or dishonesty of the **Contractor's** personnel while in the course of their duties. As such, the **Contractor's** personnel agrees that its personnel shall submit themselves to a regular search by the **Entity's** security guards before entering and upon leaving the **Entity's** premises.
- 2.9 The **Contractor** agrees that there shall be no employer-employee relationship between the **Entity** and the **Contractor's** personnel to be assigned at PTRI, subject of this Contract.

### **III. Responsibilities of the Entity**

- 3.1 The **Entity** shall disburse the necessary payments to the Contractor upon completion of the target outputs in accordance with existing government accounting and auditing rules and regulation.
- 3.2 The **Entity** shall make available a storage room to store all cleaning equipment Materials and supplies necessary for the conduct of its services which the Contractor shall be accountable for The storage room shall be subject to inspection by the **Entity**.
- 3.3 The **Entity** shall ensure and timely response to requests and classification with **Contractor** may submit for the Entity action.

#### IV. Contract Duration

- 4.1 This **Contract** shall be for a period of three (3) years and shall take effect on 01 February 2012 to 31 December 2014. However, the Entity may pre-terminate the Contractor's services at anytime under this Contract by reason of its non-compliance to the terms and conditions under this Contract stating the grounds for the revocation or termination. Nothing contained which the **Entity** may Pursue as a result of a default or negligence by the Contractor and vice versa.
- 4.2 The Contract shall maintain a satisfactory level of performance throughout the term of the Contract based on a prescribed set of Performance Criteria which shall include among others:
- (1) Quality of services rendered;
  - (2) Management and suitability of personnel;
  - (3) Contract administration and management, and;
  - (4) Provision of regular progress reports
- 4.3 Before the end of each year, the Entity shall conduct an assessment or evaluation on the performance of the Contractor based on the set of Performance Criteria.
- 4.4 Based on its assessment, the Entity shall pre-terminate the Contract for failure by the Contractor to perform its obligation thereon

#### V. Contract Price

- 5.1 In consideration of the services of the Contractor, the Entity shall pay the Contractor Php105,917.40 (PTRI Main Office) and Php11,692.35 (PTRI-TC) per month or a total of Php1,411,317.00 for the first year, payable every 15<sup>th</sup> and end of the month, subject to the usual government accounting and auditing rules and regulations.

The Contract amount shall be fixed for the duration of the three (3) year period and shall not be adjusted during the Contract Implementation except for increase in minimum daily wage pursuant to law or new wage order

#### VI. Warranties and Legal instruments


- 6.1 The **Contractor** warrants that its personnel assigned under this Contract shall be:
- Experience and well-trained;
  - In good physical and mental condition;
  - Of good moral character, courteous, efficient, honest, and cooperative;
  - Provided with at least two (2) set of uniform and identification card.
- 6.2 The **Contractor** warrants and acknowledges that no authority has been conferred upon by the **Entity** to hire any persons on behalf of the Entity and that the personnel to be assigned by the **Contractor** to perform its services subject

- 6.2 The **Contractor** warrants and acknowledges that no authority has been conferred upon by the **Entity** to hire any persons on behalf of the Entity and that the personnel to be assigned by the **Contractor** to perform its services subject of this contract are not employees of the **Entity** and are not in any way or manner connected with or related to any of the **Entity's** own personnel.
- 6.3 The **Contractor** warrants that it shall fully and faithfully comply with all the laws, rules and regulations pertaining to the employment of labor, including but not limited to the requirements of the Labor Code of the Philippines, as amended, and the Social Security Act. The **Contractor** hereby warrants to hold the PTRI free from any liabilities arising out of any accident that may befall the Contractor's while performing their duties at the Entity's premises as well as for any labor claims which the Contractor's employees may file against the **Entity**.
- 6.4 The **Contractor** warrants that its personnel assigned to the **Entity** shall hold in strictest confidentiality any and all information which may be revealed to them in the course of the performance of their duties and shall not disclose any such information even to the **Contractor**.
- 6.5 The **Contractor** warrants that he/she has not given or promised to give any enumeration either by way of cash or gift to any employee of the Philippine Textile research Institute (PTRI) to secure this Contract.
- 6.6 In the event of a legal action arising from the execution of this Contract, both Parties here to agree that the venue for the action shall be settled and/or litigated in the proper courts of the City of Taguig, Metro Manila to the exclusion of all other courts Of equal or competent jurisdiction.

This Contract shall take effect immediately upon signing by the Parties to this Contract.

**IN WITNESS WHEREOF**, the parties hereto set their signatures on the day and year first above written.

**PHILIPPINE TEXTILE  
RESEARCH INSTITUTE**

By:   
**CELIA B. ELUMBA**  
Director IV

**CARE BEST INTERNATIONAL, INC.**


By:   
**REYNALDO M. CUEVAS**  
President


**Signed in the presence of:**

  
**CORAZON I. TAPULGO**  
Chief, Finance & Administrative Division  
PTRI-DOST

  
\_\_\_\_\_  
Attorney-in-fact  
Care Best International, Inc.

**Certified Funds Available:**

  
**REMEDIOS O. NOGUERA**  
Administrative Officer V  
Budget & Treasury Section  
PTRI-DOST

  
**NELSON D. LAUNIUIO**  
Accounting III  
Accounting Section  
PTRI-DOST

## ACKNOWLEDGEMENT

Republic of the Philippines }  
City of **MAKATI CITY** } S.S

22 JUN 2015

BEFORE ME, a Notary Public for and in consideration, seal my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015 personally appeared:

Name	Valid government- ISSUED I.D.	Date of Issue	Place of Issue
CELIA B. ELUMBA	PTRI ID No. 001	January 01, 2014	Bicutan Taguig City
REYNALDO M. CUEVAS			

All known to me as the person who executed the foregoing Contract for the **Janitorial, Services of the PTRI Main Office at Bicutan, Taguig City and at PTRI-TC, Villanueva, Misamis Oriental** and acknowledged to me that the same are their free and voluntary act and deed and that of the principals they represent.

I further acknowledge that this instrument, including this page on which the acknowledgement is written, consists of thirteen (13) pages including annexes, all signed by the parties and their witnesses and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL** on the date and place.

Doc. No. 302  
Page No. 6  
Book No. XXXVII  
Series of 2015

NOTARY PUBLIC  
*[Signature]*  
ATTY. DWIGHT M. GALARRITA  
NOTARY PUBLIC  
APPOINTMENT NO. M-2874/MAKATI CITY  
UNTIL DECEMBER 31, 2015  
PTR NO. 4754217 / 01-07-2015 / MAKATI CITY  
IBP NO. 0983907 / 01-09-2015 / QUEZON CITY  
MCLE COMPLIANCE NO. IV-0021190 / 07-09-2015  
ROLL NO. 42425