

Republic of the Philippines
Department of Science and Technology
PHILIPPINE TEXTILE RESEARCH INSTITUTE
General Santos Avenue, Bicutan, Taguig City

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

SEP 27 2018

This Contract made and entered into at Bicutan, Taguig City, Philippines, this _____ day of _____ 2018 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 **CBII PHILIPPINES INTERNATIONAL, INC.**, a corporation, duly organized and existing under the laws of the Philippines with principal address at No. 8771 Unit-C Santol 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 28 August 2018 the Entity has accepted the bid of the **Contractor**, having submitted the Single Calculated and Responsive Bid (SCRB) for the execution and completion of "The Services" pursuant to the PTRI Notice of Award dated 12 September 2018, and duly accepted by the **Contractor** on 14 September 2018;

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;
- Innovation Center for Yarns and Textiles ✓
- Natural Textile Fiber Processing Center; ✓
- NTFPC - Long Staple Fiber;
- Chemical Dyes Auxiliaries and By Product Utilization Technology Business Incubation Center
- 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 the 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". Chief PPGSS 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 2.8 below.

2.5 The **Contractor** shall provide three (3) cleaning personnel including one (1) Supervisor and two (2) 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 October 2018 to 30 September 2021**. 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/delivered;
 - (2) Time Management;
 - (3) Management and suitability of personnel;
 - (4) Contract administration and management, and;
 - (5) 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 Php123,767.72 (PTRI Main Office) and Php13,517.38 (PTRI-TC) per month or a total of Php1,647,421.24 for the first year, payable every 15th 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 subject to funds availability.

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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 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 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 remuneration 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 hereto 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.


**PHILLIPINE TEXTILE
RESEARCH INSTITUTE**

By:



CELIA B. ELUMBA
Director IV

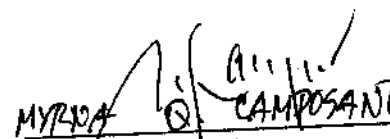
CBII PHILIPPINES INTERNATIONAL, INC.

By:

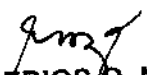

REYNALDO M. CUEVAS
President


Signed in the presence of:


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


Attorney-in-fact
CBII PHILIPPINES INT'L., INC.

Certified Funds Available:


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


JOSUE C. ROSAL
Accountant III
Accounting Section
PTRI-DOST

ACKNOWLEDGEMENT

Republic of the Philippines }
City of Makati } S.S.

BEFORE ME, a Notary Public for and in consideration, seal my hand this SEP 27 2018, day
of _____, 2018 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			

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 acknowledgment is written, consists of five (5) pages, all signed by the parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place

[Signature]
ATTY. HENRY D. ADASA
NOTARY PUBLIC
PTR NO. 345537/01/07/2018
JEP NO. 10-7411/01/03/2018 Z.N. CHAPTER
MCLE NO. COMPLIANCE NO. IV 0025957
ROLL NO. 23679
TIN NO. 172-528-620


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Book No. XXVI
Series of 2018

ANNEX A
(Contract for Janitorial Services)


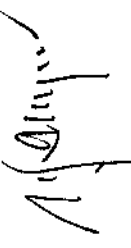
HOUSEKEEPING PLAN

MAINTENANCE SERVICES


DAILY BASIS:

- 
1. Daily sweeping, mopping, spot scrubbing, and polishing of all hallways, lobbies and stairways from the basement to fourth floor of the main building and all spaces in the pilot plants/fiber plan buildings within the Entity's premises;
 2. Vacuuming of all carpeted rooms;
 3. Dusting, damp-wiping and polishing of furniture, counters, sills and other office fixture, including the emptying of waste paper/material container and cleaning, of the containers;
 4. Cleaning, disinfecting and sanitizing of toilets, washrooms and wiping wash basins and toilet fixtures;
 5. Cleaning and polishing of glass doors/partitions and brass attachments;
 6. Spot cleaning of walls;
 7. Washing and drying of cups, saucers, plates, spoons, glasses and other utensil of the offices of the officers;

WEEKLY/MONTHLY BASIS:

- 
- 
1. A thorough washing, scrubbing and stripping of old wax on all floors;
 2. Refinishing, washing and polishing of all floors;
 3. Cleaning of walls, ceiling and doors;
 4. Polishing of all railings, counters, doorknobs, glass partitions, and light diffusers;
 5. Washing and cleaning of light diffusers;
 6. Cleaning of all windows and sun baffles;
 7. General cleaning of all exterior glass;

QUARTERLY BASIS:


- 
1. Application of wax and polishing of furniture;
 2. Cleaning of all ornament plants and greeneries;
 3. Washing of all lighting fixtures;
 4. General cleaning of rooms, /strip cleaning of furniture, electric fans, and refrigerators;
 5. Cleaning of mini-blinds;
 6. Polishing of all metal signs;

ANNEX A (cont)
(Contract for Janitorial Services)


HOUSEKEEPING PLAN

LANDSCAPING SERVICES:



DAILY BASIS:

- 
1. Sweeping of grounds, parking area, etc,
 2. Keeping free of obstruction all area of passage;
 3. Washing of paved areas;
 4. Cutting, trimming, pruning of trees and shrubs and sweeping of withered grass and plants;
 5. Watering of glass and plants;
 6. Artistic cutting of ornamental plants;
 7. Grass maintenance;
 8. Spraying and fertilizing of plants;
 9. Cleaning of all kinds of debris, waste materials, garbage, rubble, and the like;
 10. Upkeep of access roads;
 11. Other services that may be assigned by the Entity.

WEEKLY BASIS:

- 
1. Grass cutting using lawn mower and grass cutter;
 2. Transfer of plants/pots from inside the building to the nursery;
 3. Trimming of shrubs and plants;
 4. Disposal of garbage;
 5. Maintenance of nursery and propagation of plants therein;
 6. Fertilization of all plants and trees;

MISCELLANEOUS SERVICES:

- 
- a. Provision of one (1) roving Project Coordinator
 - b. Errand and messenger services at Entity's premises and within DOST compound;
 - c. Carpentry and plumbing helper services;
 - d. Insect spraying (semi-annual)
 - e. Assistance in handling of office furniture and equipment within the Entity's premises;
 - f. Reporting of necessary repairs such as leaking faucets, busted lights, etc;
 - g. Perform other services as may be required by the Entity from time to time.
- 

ANNEX B
(Contract for Janitorial Services)

LIST OF TOOLS AND EQUIPMENT

PTRI Main Office

	QUANTITY	UNIT
For Maintenance		
Collapsible Trolley	2	units
Floor Polisher	4	units
Extension Cord	4	units
Vacuum Cleaner	2	units
Aluminum Step Ladder	1	units
Glass Wiper	4	units
For Landscaping		
Grass Cutter Motorized	2	units
Buggy	2	units
Bolo	2	pcs
Garden Tools	2	sets
Garden Hose 25 mtrs	2	sets
Rolling Waste Receptacle	2	units

PTRI Technology Center, Misamis Oriental

	QUANTITY	UNIT
For Maintenance		
Floor Polisher	1	unit
Extension Cord	1	unit
Aluminum Step Ladder	1	unit
Glass Wiper	1	unit
For Landscaping		
Grass Cutter Motorized	1	unit
Buggy	1	uni
Bolo	2	pcs
Garden Tools	1	set
Garden Hose 50 mtrs	1	set
Rolling Waste Receptacle	1	unit

ANNEX C
(Contract for Janitorial Services)

PRODUCTION DELIVERY SCHEDULE
PTRI Main Office

MONTHLY SUPPLIES

ITEMS	QUANTITY
• Marble Wax	3 gallons
• Emulsion Wax	4 gallons
• Natural Wax	2 gallons
• Disinfectant	2 gallons
• Muriatic acid	2 gallons
• Powder Soap	15 kilos
• Cleanser	5 kilos
• Scrubbing Pad	10 pieces
• Round Rags	15 pieces
• Mop Heads	12 pieces
• Deodorant Cake	24 pieces
• Garbage Bag	60 pieces
• Furniture Polish	2 gallons
• Toilet Bowl Cleanser	4 gallons
• Tissue Paper 2-ply	60 pieces
• Doormat	20 pieces
• Air freshener (lemon scent)- Glade	5 pieces
• - Pledge	5 pieces
• Insect Spray	4 tubes
• Bleach Solution	2 gallons
• Steel Wool	2 tubes
• Liquid Hand Soap	2 gallons
• Dishwashing Soap / paste	2 gallons

SEMI-ANNUAL

• Soft Broom	12 pieces
• Stick Broom	12 pieces
• Water Dipper	10 pieces
• Polishing Pad (for Floor Polisher)	4 pieces
• Scrubbing Pad (for floor Polisher)	4 pieces
• Mop Handle	6 pieces
• Toilet Bowl Brush	5 pieces
• Dustpan	6 pieces
• Spray Gun	3 pieces
• Water Pail	6 pieces
• Spatula	2 pieces
• Push Brush	4 pieces
• Ceiling Broom	3 pieces
• Stripping Pad	4 pieces

FOR LANDSCAPING

• Ornamental Plants (semi-annual)	10 pieces
• Pot	10 pieces

ANNEX C (cont)
(Contract for Janitorial Services)

PRODUCTION DELIVERY SCHEDULE
PTRI Technology Center, Misamis Oriental

MONTHLY SUPPLIES

ITEMS	QUANTITY
• Emulsion Wax	1 gallon
• Disinfectant	1 gallon
• Powder Soap	2 kilos
• Cleanser	1 kilo
• Scrubbing Pad	1 piece
• Round Rags	5 pieces
• Mop Heads	3 pieces
• Deodorant Cake	6 pieces
• Garbage Bag	6 pieces
• Toilet Bowl Cleanser	1 gallon
• Tissue Paper 2-ply	8 pieces
• Doormat	6 pieces
• Insect Spray	1 tube

SEMI-ANNUAL

• Soft Broom	6 pieces
• Stick Broom	2 pieces
• Water Dipper	2 pieces
• Mop Handle	2 pieces
• Toilet Bowl Brush	2 pieces
• Dustpan	2 pieces
• Spray Gun	2 pieces
• Water Pail	2 pieces
• Push Brush	2 pieces
• Ceiling Broom	2 pieces

Alfonso C. C. C.

[Signature]

ANNEX D
(Contact for Janitorial Services)

MANPOWER REQUIREMENTS

Care Best personnel to be assigned at PTRI, Main Office

- | | | | |
|----|----------------------|---|------------------------|
| 1. | ASTON, Helen D. | - | Janitress / Supervisor |
| 2. | CASERES, Luisa T. | - | Janitress |
| 3. | MADRIAGA, Eduardo B. | - | Janitor / Landscaper |
| 4. | DONAYRE, Kevin M. | - | Janitor / Lansacper |
| 5. | RAMONES, Sancho G. | - | Janitor / Landscaper |
| 6. | VERZOLA, Solomon D. | - | Janitor / Landscaper |

CBII Philippines International, inc.. personnel to be assigned at PTRI Technology Center, Misamis Oriental

- | | | | |
|----|------------------|---|---|
| 7. | ALAUD, Emelda G. | - | Janitor / Landscaper (Misamis Oriental) |
|----|------------------|---|---|