

CONTRACT OF JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF JANITORIAL SERVICES is made and entered into this ____ day of November, 2013 in Manila, Philippines by and between:

PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE (PCOO), a government office duly authorized and existing under and by virtue of the laws of the Republic of the Philippines, with official address at New Executive Building, J.P Laurel Street, Malacañang, Manila, herein represented by its Secretary, **HON. HERMINIO B. COLOMA, JR.**, hereinafter referred to as the **CLIENT**;

-and-

EXCELLENT GENERAL SERVICES, INC., a duly established company organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 28 Evangelina Reyes St., BF Resort Village, Talon II, Las Piñas City, represented by its President/General Manager, **MS. GINA O. RAMOS**, hereinafter referred to as the **SERVICE AGENCY**.

-WITNESSETH-

WHEREAS, the **CLIENT** requires a janitorial service contractor to provide janitorial, cleaning and maintenance services to the offices of PCOO at the New Executive Building and its premises and Bahay Ugnayan and its premises at Malacañang Compound, Manila;

WHEREAS, the **SERVICE AGENCY**, engaged in the business of furnishing janitorial maintenance services and represents itself to be qualified in the field of janitorial services, buildings and general maintenance, has offered its services to the client;

WHEREAS, the PCOO Bids and Awards Committee, through Resolution No. **003** issued on ____ October 2013, awarded to the **SERVICE AGENCY** the janitorial maintenance and sanitation services requirements of the **CLIENT**;

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein contained, the parties agree as follows:

I. TERM OF CONTRACT:

This contract shall take effect on **1 DECEMBER 2013 up to 2 DECEMBER 2014**.

After the expiration of this period, the same service contractor will be deemed on a hold-over capacity until such time as another public bidding for the janitorial service shall be conducted by the PCOO, subject to the rules and regulations imposed by the Government Procurement Policy Board (GPPB).

Either party may terminate this contract for any legal and valid cause at any time, upon written notice to other party at least thirty (30) days from the intended date of effectivity of termination of the contract.

II. MODE OF PAYMENT:

CLIENT agrees to pay as total contract price the amount of **ONE MILLION ONE HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-SIX & 48/100 PESOS (Php 1,128,966.48)** to be paid in twelve (12) equal monthly installments and

within seven (7) working days from receipt of the statement of account or billing statement; provided that the actual number of personnel deployed and the salary rate per janitor indicated in the submitted bid be complied with; provided further that payment of said amount shall be subject to the withholding of any lawful charges; provided finally that the same is subject to the presentation by the **SERVICE AGENCY** of an accomplishment report and certification and that the wages have been paid and that all remittances due to the government are made as required under existing government auditing rules and regulations.

Should the **CLIENT** require the **SERVICE AGENCY's** personnel to render services beyond their regular working hours/schedule, the **CLIENT** agrees to pay the corresponding overtime computed based on the existing provisions in the labor code. All overtime shall be covered with a written authorization from the **CLIENT**.

III. PERFORMANCE BOND:

The **SERVICE AGENCY** shall furnish the **CLIENT** a Performance Bond in an amount equal to a percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	5%
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30%
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

The Performance Bond, which shall remain and continue to be in full force and effect for as long as this Contract subsists, shall be dominated in Philippine Pesos and posted in favor of the **CLIENT**, which shall be forfeited in the event it is established that the **SERVICE AGENCY** is in default in any of its obligations under this Contract.

IV. RESPONSIBILITIES OF THE SERVICE AGENCY:

1. The **SERVICE AGENCY** shall furnish and provide necessary labor, materials, equipment and/or cleaning paraphernalia, supplies and supervision for the maintenance and cleanliness of the **CLIENT's** offices and its premises. To effectively render this task, the **SERVICE AGENCY** shall undertake the following schedules regularly:

A. DAILY ROUTINE SCHEDULE:

1. Clean and maintain such cleanliness throughout the day of areas provided for in Section VII of the Bidding Documents which is attached hereto as **Annex A**, and forms an integral part of this contract;

2. Sweep, mop, spot, scrub and polish all floor areas, including, but not limited to the entrance, main lobby, hallways, waiting areas and comfort rooms continuously through the day to guarantee cleanliness;
3. Clean and sanitize the restrooms and its implements such as the wash basin, faucets, mirrors, urinals, and toilet bowls, with effective disinfecting chemicals and deodorizers;
4. Dust and clean windows, ledges, air vents, balconies, terraces, partitions which require daily attention;
5. Dust and clean office furniture and fixtures;
6. Empty and clean of ashtrays in the smoking areas, trash bins, and other receptacles provided for that purpose;
7. Ensure that glass elements in the building are clear and devoid of any dirt, readily apparent or otherwise;
8. Vacuum and clean all rugs and carpets from time to time as may be deemed necessary;
9. Run errands and provide messengerial services from time to time, when limitations of the office dictate such need; and
10. Other duties that may be assigned in connection with janitorial services.

B. WEEKLY ROUTINE SCHEDULE:

1. Wash, scrub, and strip floor areas of tough stains, and thereafter polish them;
2. Rid fixtures suspended from the ceilings and walls such as light fixtures, drapes, and blinds of dust and cobwebs by washing, dusting, or by vacuum;
3. Clean, wax and polish office furniture and counter tops, excluding equipment which requires special maintenance.
4. Wash and clean furniture, such as davenport and chairs, showing signs of soil due to many causes;
5. Vacuum and cleaning of draperies, rugs and carpets; and
6. Thorough cleaning of surroundings of the **CLIENT's** premises.

C. MONTHLY PERIODIC OPERATIONS:

1. General cleaning of all areas provided for in Section VII of the Bidding Documents, including canopy roofing and roof-gutter of surrounding;
2. Render assistance in the pest and insect controls, beautification, and improvement operations of the **CLIENT**;
3. Assist the **CLIENT** in handling janitorial personnel during the inventory by the **CLIENT** of its supplies, office furniture, and equipment;
4. Utilize janitorial service personnel in the conduct of pest and insect control operations of the **CLIENT**;

5. Provide labor support assistance during ground beautification and improvement projects of the **CLIENT**;
6. Provide additional manpower during celebrations and special occasions;
7. Run errand and messengerial services;
8. Provide indoor ornamental plants;
9. Provide one hundred (100) pieces of plastic bags for the collection of garbage monthly; and
10. Provide additional supplies, whenever necessary, to attain cleanliness and optimum maintenance.

D. OTHERS

Notwithstanding the above-mentioned responsibilities, those enumerated in items 3.0 up to 3.3 in Section VII of the Bidding Documents shall be performed. Section VII of the Bidding Documents are hereby attached and included as integral part of this Contract of Services.

2. The **SERVICE AGENCY** shall furnish the **CLIENT** with physically fit, well-trained and carefully selected janitorial personnel and supervisor(s) to perform the above maintenance task and sanitation job from Monday to Sunday including Holidays. The following time schedule of janitorial services shall be observed:

(FROM MONDAYS TO FRIDAYS)

- | | | |
|-----------------------------------|---|-------------------------|
| a. Four (04) janitorial personnel | - | 6:00 a.m. to 3:00 p.m. |
| b. One (01) janitorial personnel | - | 7:00 a.m. to 4:00 p.m. |
| c. One (01) janitorial personnel | - | 11:00 a.m. to 8:00 p.m. |

(DURING SATURDAYS)

- | | | |
|------------------------------------|---|------------------------|
| a. Three (03) janitorial personnel | - | 7:00 a.m. to 4:00 p.m. |
|------------------------------------|---|------------------------|

(DURING SUNDAYS)

- | | | |
|------------------------------------|---|------------------------|
| a. Three (03) janitorial personnel | - | 7:00 a.m. to 4:00 p.m. |
|------------------------------------|---|------------------------|

(DURING HOLIDAYS)

- | | | |
|------------------------------------|---|------------------------|
| a. Three (03) janitorial personnel | - | 7:00 a.m. to 4:00 p.m. |
|------------------------------------|---|------------------------|

3. The **SERVICE AGENCY** shall provide one (1) supervisor to oversee the job and his/her salary charged to the account of the **SERVICE AGENCY**.
4. The **SERVICE AGENCY** shall provide the **CLIENT** with relievers and/or replacement in case of absences.
5. The **SERVICE AGENCY** shall provide the **CLIENT** with adequate supply of janitorial equipment and cleaning supplies and materials necessary for the effective performance of the services.
6. The **SERVICE AGENCY** shall secure necessary security clearances from the proper agencies for all its personnel assigned for this purpose.
7. The personnel of the **SERVICE AGENCY** shall be issued Presidential Security Group (PSG) identification (ID) cards after due application and screening.

8. The **SERVICE AGENCY** and its personnel shall observe and obey all existing rules, regulations, orders and directives and those that may be issued to them.
9. The **SERVICE AGENCY** shall assume pecuniary liability for any damage or loss of any property belonging to the **CLIENT**, the New Executive building and its premises, Bahay Ugnayan and its premises if, after proper investigation, such loss or damage is attributable to the negligence or misdemeanor of the personnel of the **SERVICE AGENCY**.
10. The personnel of the **SERVICE AGENCY** shall always wear their uniforms with the corresponding logo of their company during working hours for easy identification.
11. The **SERVICE AGENCY** also agreed that its personnel may be subjected to on-the-spot search by the **CLIENT**'s authorized guards or security while on duty every time the janitorial personnel enters and leaves the premises of the **CLIENT**.
12. The **SERVICE AGENCY** warrants its full and faithful compliance with the provisions of the New Labor Code, as well as with other laws, rules and regulations pertaining to the employment of labor which are now existing or which may hereinafter be promulgated or enacted, as well as to assist, defend and hold the **CLIENT** free and harmless from any claim/s which the **SERVICE AGENCY**'s personnel may lodge against the **CLIENT**.
13. It is understood that the assigned janitors shall be under the direct employ, control, and supervision of the **SERVICE AGENCY**. The **CLIENT**, however, shall at all times, have the right to inspect the work of the **SERVICE AGENCY**'s personnel at its premises. If in the judgment of the **CLIENT**, a particular employee of the **SERVICE AGENCY** assigned at the premises is not performing effectively, the **CLIENT** shall have the right to require the **SERVICE AGENCY** to relieve and replace said janitor and replacement shall be made within twenty four (24) hours from written notice.

V. RESPONSIBILITY AND RIGHT OF THE CLIENT:

The **CLIENT** shall allocate a suitable storage inside or within the building premises for the use of janitorial personnel of the **SERVICE AGENCY** for their supplies, equipment and materials needed in the daily work.

The **CLIENT** has the option to request for the increase/decrease in the number of janitorial personnel assigned by the **SERVICE AGENCY** as the need arises. Moreover, the **CLIENT** has the right, in the best interest of the service, to direct the **SERVICE AGENCY** to replace any employee(s) from assignment if they do not meet any of the standards as herein provided or in the Bidding Documents.

VI. EMPLOYER - EMPLOYEE RELATIONSHIP:

It shall be understood that the personnel of the **SERVICE AGENCY** assigned in the **CLIENT**'s premises or jurisdiction remain to be the former's employee and the latter will not in any way be responsible for any act of misdemeanor and/or any claim(s) that may arise relating to or in connection with their employment with **SERVICE AGENCY**.

VII. AMENDMENTS AND REVISIONS:

Any amendment or revision to this Contract may be executed through a supplemental contract which shall be agreed upon mutually by both parties. Amendments or revisions may include, but not limited to, inclusion of additional personnel to be provided by the **SERVICE AGENCY**.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract of Agreement on the date and place above-written.

**PRESIDENTIAL COMMUNICATIONS
OPERATIONS OFFICE**
Client

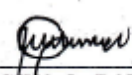
EXCELLENT GENERAL SERVICES, INC.

Service Agency

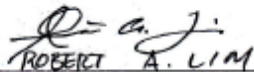
By:

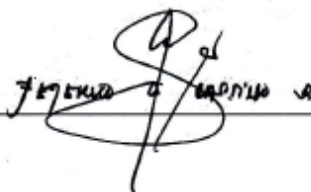
By:


Hon. HERMINIO B. COLOMA, JR.
Secretary


Ms. GINA O. RAMOS
President/General Manager

SIGNED IN THE PRESENCE OF:


ROBERT A. LIM



ACKNOWLEDGEMENT

Republic of the Philippines)
____ City) S.S.

BEFORE ME, this ____ day of _____ 2013 at _____, personally appeared the parties to this agreement, known to me to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free act and deed and the free act and deed of the entities they represent and that they have been duly authorized to execute this instrument, having personally exhibited to me the following valid identification documents issued by an official agency and bears their photographs and signatures:

Name

ID No./Date & Place of Issue

SEC. HERMINIO B. COLOMA, JR.

MS. GINA O. RAMOS

SSS No. 03-8500564-9

This instrument consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin on each and every page thereof by the above-named parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day, year, and place above-written.

Doc. No. ;
Page No. ;
Book No. ;
Series of 2013.