

**CONTRACT FOR THE JANITORIAL AND MAINTENANCE SERVICES
FOR THE PERIOD 01 MAY TO 31 DECEMBER CY-2011**

KNOW ALL MEN BY THESE PRESENT:

This Contract made and entered into by and between:

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

- and -

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

WHEREAS, the **PNRI** is desirous that certain services should be performed, namely:

**JANITORIAL AND MAINTENANCE SERVICES
FOR THE PERIOD 01 MAY TO 31 DECEMBER CY-2011**

and has accepted the Bid of the **AGENCY** for such services, for the amount of **ONE MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED THIRTY FIVE PESOS & 84/100 CENTAVOS (1,875,535.84)**

NOW, THEREFORE, the Parties hereto have agreed as follows:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of the Contract hereinafter referred to.

2. The following documents shall be deemed to form and be interpreted and construed as part of this Contract vis:
 - 2.1 Invitation to Bid
General Conditions and Specifications for the Supply of Janitorial and Maintenance Services for CY 2011
 - 2.2 Approved Budget for the Contract
 - 2.3 Bids and Abstract of Bids
 - 2.4 Technical Proposal and Financial Proposal and all other supporting documents
 - 2.5 Approved BAC Resolution/Recommendation
 - 2.6 Notice of Award (with attachments), duly accepted by the winning bidder
 - 2.7 Notice to Proceed
 - 2.8 Performance/Surety Bond
 - 2.9 Pertinent provisions of RA 9184, its Implementing Rules and Regulations and other applicable laws and rules
3. In consideration of the payments to be made by the **PNRI** to the **AGENCY** as hereinafter mentioned, the **AGENCY** hereby covenants with the **PNRI** to render the Janitorial and Maintenance Services in conformity in all respects with the provisions of this Contract and the General Conditions and Specifications for the Supply of Janitorial and Maintenance Services.
4. For the purpose of performing the services herein contracted and stipulated, the **AGENCY** shall assign to **PNRI** fifteen (15) janitors/janitress including one (1) working supervisor. The names and required documents of the 15 janitors/janitress who will be permanently assigned plus that of the three (3) relievers shall be submitted to the **PNRI** before the start of the contract period. The janitors/janitress shall wear uniform and ID card with names legibly written and which shall be worn at all times while they are inside the PNRI compound. They shall be issued official daily time record (DTR) where their time-in and time-out will be recorded using the PNRI Bundy clock. A logbook shall be maintained at the PNRI main guard house, wherein the said janitors/janitresses shall record their attendance. Authority to get out and enter the PNRI compound during work hours shall be allowed only with the approved gatepass from the Chief, Finance and Administrative Division or her designated representative.
5. The other duties, responsibilities and contractual obligations of the **AGENCY** to the **PNRI** shall be those provided in the General Conditions and Specifications for the Supply of Janitorial and Maintenance Services for CY 2011.

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6. The **AGENCY** shall provide the following Equipment, Supplies and Materials as stated in its bid proposal :

6.1 Cleaning and Maintenance Materials/Equipment

Materials

- 1 unit Step Ladder (new)
- 1 unit Buggy (new)
- 6 pcs. Glass Squeeze/wiper (new)
- 2 sets Garden Hose, 30m long each (new)
- 6 pcs. Long and heavy duty Bolo (new)
- 4 pcs. Carit (new)
- 1 set Garden tools (new)

Equipment

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

Quarterly Consumable Cleaning Supplies to be replenished

- 6 pcs. Mop Handle
- 6 pcs. Plastic Dust pan
- 4 pcs. Ceiling Broom
- 1 gal. Carpet Shampoo
- 1 gal. Muriatic Acid (Apollo)
- 1 pc. Push Brush
- 2 pcs. Bowl pump
- 1 pc. Polishing pad

Monthly Consumable Cleaning Materials

<u>Qty</u>	<u>Unit</u>	<u>Brand</u>	<u>Supplies/Materials</u>
12	kls	Tide/Breeze	Powder Soap
2	gals	SC Johnson	Traffic Grade Wax
2	kls.	Ajax/Dutch	Cleanser
1	gal.	Lysol	Disinfectant
1	gal.	Zonrox	Clorox
6	cans	Glade/Pledge	Dry Air Freshener (for OD, ODD & Div. Head's Office & Conference Rooms)
2	doz.	Scotch Brite	Hand pads
4	doz.		Black Garbage Plastic (3XL)
1	doz.		Mop Heads

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1	can	Baygon/Raid	Pest/Insect Spray
2	doz.		Steel Wool
1	gal.		Liquid Toilet Deodorant
2	doz		Stick Broom
6	pcs.		Soft Broom

7. In addition to the duties and responsibilities of the **AGENCY** stated under provision no. 5, the **AGENCY** shall provide the following extra services:

7.1 One (1) Roving Project Coordinator who will coordinate with the project supervisor from time to time in monitoring the performance of the personnel deployed.

7.2 Errand and messengerial services within the PNRI premises.

7.3 Other related services that may be assigned and required by PNRI.

8. In support of the Zero Waste Management Program, the **AGENCY** shall provide the **PNRI** with receptacles, tools and other materials.

9. For and in consideration of the aforementioned service to be rendered by the **AGENCY** to the **PNRI**, the **PNRI** during the life of the Contract shall pay the **AGENCY** an amount of **TWO HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED FORTY ONE PESOS AND 98/100 CENTAVOS (P234,441.98)**, which amount shall include value added tax (VAT). This amount shall be paid by the **PNRI** per month in two equal payments to the **AGENCY**, after the 15th and 30th 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 **AGENCY** 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/janitress.

9.3 Copy of payroll and sworn certification of the **AGENCY** that it has paid the wages and allowances of its janitor/janitress assigned to the **PNRI** in accordance with all labor laws and adjustments mandated.

9.4 Certified Copy of monthly/quarterly remittance to SSS, PAG-IBIG and PHILHEALTH.

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10. To avoid interruptions of service, an **AGENCY** personnel shall come to the **PNRI** twice a month to give the salary. If system of payment is through Automated 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 **AGENCY** to its assigned janitors/janitress, at any given time.
11. In the absence of the assigned janitor(s)/janitress(es), the **AGENCY** shall make replacement(s) readily available at all times to insure continuous and uninterrupted services. Replacements shall be taken from the pool of relievers assigned for the **PNRI** as stipulated in the General Conditions and Specifications for Janitorial Services. Proportionate deductions shall be made for any absences without replacement. **Replacement by trainee shall not be allowed.** Likewise, payment of salaries for the same shall not be effected.
12. The **AGENCY**, shall in the performance of its duties, bear full responsibility and liability, civil or otherwise, for any loss and/or damage to office and/or laboratory, equipment or properties of the **PNRI** caused by any act or omission of **AGENCY's** personnel, as determined by the **PNRI's** In-House Security Committee. For this purpose, the **PNRI** has the authority to deduct the value of the lost/damaged properties to the **AGENCY's** fees due, as verified/agreed by both parties.
13. In addition to the Performance Security bond provided in the General Conditions and Specifications for the Supply of Janitorial and Maintenance Services, the **AGENCY** shall post a **Surety Bond** equal to the total consideration of cost of labor to be rendered in pursuance of this Contract to answer for the wages due to janitors/janitress should the **AGENCY** fail to pay the same. Likewise, for non-fulfilment by the **AGENCY** of its obligation under the Contract, breach of warranty by the **AGENCY**, any cause which will defeat the purpose or rationale for contracting the services of the **AGENCY**, and upon evidence of unsatisfactory performance, the **PNRI** shall terminate the Contract of Janitorial and Maintenance Services.
14. This Contract shall be *effective* **01 May** ²⁰¹¹ and shall continue to have force and effect *until* **31 December 2011** unless sooner terminated by either party upon a 30-day written notice to the other without prejudice to the rights and obligations of the parties that have agreed prior to such termination.
15. The **AGENCY** warrants that it has not given or promised to give any money or gifts to any employee or official of the **PNRI** to secure this Contract.
16. In the event of suit arising from this Contract, the **AGENCY** hereby agrees that the venue of the action shall be in the Court sitting at Quezon City only.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of April 2011 at Quezon City, Philippines.

PHILIPPINE NUCLEAR RESEARCH
INSTITUTE

VILLASERAN MAINTENANCE
SERVICES CORP.

By:



ALUMANDA M. DELA ROSA, Ph.D.
Director



MS. VIRGINIA N. VILLASERAN
President

SIGNED IN THE PRESENCE OF:



CELESTINO M. SANTOS
Head, Accounting Unit



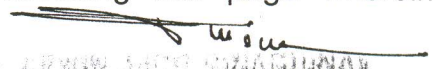
NOEME S. VITALICIO
Liaison Officer

A C K N O W L E D G E M E N T

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

BEFORE ME, a Notary Public, personally came and appeared DR. ALUMANDA M. DELA ROSA with Community Tax No. 10584927 issued at Quezon City on January 3, 2011 and **MS. VIRGINIA N. VILLASERAN**, with Community Tax No. 20563610 issued at MANILA on JANUARY 11, 2011, known to me to be the same persons who executed the foregoing Contract consisting of six (6) pages including this page wherein this Acknowledgement is written.

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Series of 2011


CITY OF QUEZON CITY
NOTARY PUBLIC
UNTIL DECEMBER 31, 2011
LIN. 903-631-220
FOR: 923200
SIGNED AT Quezon City ON April 28