

2019 CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

THIS Contract for Janitorial Services, made this _____ day of _____
2019 by and between:

The **MARITIME INDUSTRY AUTHORITY**, a national government agency created by virtue of the laws of the Philippines, with principal address at Parkview Plaza 984 Taft Avenue corner T. M. Kalaw Avenue, Ermita, Manila represented herein by its Officer-In-Charge, **VADM NARCISO A VINGSON JR**, hereinafter referred to as "**MARINA**".

and,

LBP SERVICE CORPORATION, a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 21/F Petron Mega Plaza Building, #358 Sen. Gil J. Puyat Avenue, Makati City as represented by its Executive Vice President, **JOSEPH V. ANGELES**, herein after referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, **MARINA** invited bids for the 2019 JANITORIAL SERVICES for the MARINA Central Office (**Public Bidding No: 2019-01**) and has accepted a bid by the **CONTRACTOR** amounting to Five Million Nine Hundred Ninety-Six Thousand Four Hundred Ninety-One and 20/100 (P5,996,491.20), herein called the "**CONTRACT PRICE**";

WHEREAS, the **MARINA** and the **CONTRACTOR** hereby further agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. The Bid Form and the Price Schedule submitted by the **CONTRACTOR**;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The General Conditions of the Contract;
 - e. The Special Conditions of the Contract;
 - f. The Notice of Award;
 - g. Certificate of Availability of Funds; and
 - h. The Performance Security

3. That twenty eight (28) janitors/janitress and one (1) supervisor shall be assigned by the **CONTRACTOR to MARINA** to work from Monday to Friday, from 7:00 A.M. to 6:00 P.M. on shifting schedule.

No. of Utility Personnel	LOCATION
24	MARINA Central Office
3	MARINA MDS-SCDD at SM City Manila, Concepcion corner Arroceros St., San Marcelino, Ermita, Manila
1	Supervisor
28	TOTAL

3.1 To perform the following:

3.1.1 DAILY ROUTINE OPERATIONS:

- a. Sweeping, mopping and spot scrubbing of all offices and common areas (i.e., hallway, corridors, stairways, and parking areas);
- b. Cleaning, sanitizing and disinfecting of toilets and washrooms, which includes the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls;
- c. Dusting and cleaning of horizontal and vertical structure surfaces in offices/units and common areas;
- d. Dusting and cleaning of all glass panes, windows, doors and window ledges, air vents and partitions, furniture and fixtures which require specialized maintenance;
- e. Dusting and cleaning of window sills and vacuum cleaning of draperies;
- f. Cleaning of receptacles in offices/units and common areas;
- g. Proper disposal of garbage;
- h. Spraying of air fresheners and disinfectants in all offices;
- i. Maintain indoor plants for hallways.

3.1.2 WEEKLY PERIODIC OPERATIONS (EVERY WEEKENDS):

- a. Polishing of floors;
- b. Dusting of lighting fixtures, hanging lamps and electric fans, etc.;
- c. Washing and cleaning of inside and outside glass windows, glass partitions and doors;
- d. Thorough washing/cleaning/sanitizing and disinfecting of all washrooms and toilet fixtures;

3.1.3 MONTHLY PERIODIC OPERATIONS:

- a. Thorough general cleaning by way of scrubbing, spot-checking of damaged tiles, removal of stains and others;
- b. Thorough cleaning and washing of inside walls and ceilings;
- c. Vacuuming of chairs and sofa sets;


- d. Thorough inspection and removal of stain marks on the floor;
- e. Washing and cleaning of light diffusers, venetian blinds, screens, outside walls, ceilings, etc.;


3.1.4 ADDITIONAL SERVICES TO BE PROVIDED FREE OF CHARGE:

- a. Reporting of all breakages, electrical malfunctions and others that require immediate attention;
 - b. Provide two (2) roving Coordinators who will coordinate with the supervisor from time to time in monitoring the performance of the personnel deployed;
 - c. Errand services as required by MARINA;
 - d. Reporting minor repair and close coordination;
 - e. To provide other equipment that will be necessary during general cleaning;
4. That the **CONTRACTOR** shall provide all necessary minimum number of cleaning equipment and supply of materials for the duration of the contract;
5. That the **CONTRACTOR** shall furnish the services of utility personnel who are honest, properly trained and screened, trustworthy and reliable, such that these personnel shall not disclose to anybody, any information heard or learned while rendering the services, which might be detrimental to the interest and integrity of the **MARINA**;
6. That the **MARINA** and the **CONTRACTOR** mutually agree to exert effort in undertaking remedy to any defects that may occur in the contract in order to give full effect to its provisions;
7. That if the exigency of the service so requires, the **MARINA** shall have the right to increase or decrease the number of utility personnel at the rate of compensation herein setforth and/or extend the working hours, to be considered as overtime services, compensation of which shall be in accordance with the provisions of the Labor Code and provided further that such addition or reduction shall be communicated in writing;
8. The **MARINA** reserves the right to reject and/or request for replacement of any of the **CONTRACTOR's** assigned personnel at its discretion, if it finds the services of subject personnel unsatisfactory;
- a. The **CONTRACTOR** shall maintain a very satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports
 - b. Before end of the year, MARINA shall conduct an assessment or evaluation of the performance of the service **CONTRACTOR** based on the set of performance criteria prescribed by the **MARINA**.

Social Security Act, and other Philippine Laws, with regard to its personnel who maybe assigned to render the aforementioned services at **MARINA** premises. Should any national or local wage/salary adjustment be enforced during the validity of this contract through a law or wage order, said adjustment shall be for the account of the **MARINA** and shall be considered a necessary amendment of this contract;

10. This Contract of Janitorial Services may be extended without prejudice to and in accordance with the provisions of R.A. 9184, its Implementing Rules and Regulations and Revised Guidelines on Extension of Contracts for General Support Services;
11. That in consideration of the services abovementioned, the **MARINA** hereby undertakes to pay the **CONTRACTOR** the Contract Price throughout the duration of the contract, at the time and in the manner provided below:
12. **FREE AND HARMLESS CLAUSE.** Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries which may be compensable under any workers' compensation laws;
13. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other;
14. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other;
15. **FORCE MAJEURE.** Performance by either party may be excused by the occurrence of events beyond the control of the parties, including, but not limited to, unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.
16. **STANDARD ARBITRATION CLAUSE.** "Any controversy or claim arising out of or relating to this agreement, or the breach thereof, that cannot be acceptably negotiated by both parties shall be settled by arbitration in accordance with the rules of the "Alternative Dispute Resolution Act of 2004". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof."
17. **VENUE OF ACTION:** "In case of litigation arising from or in connection with this Contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only.

 **IN WITNESS WHEREOF**, the parties hereto signed this Contract on this _____ day of _____ at _____.



LBP SERVICE CORPORATION

BY:



JOSEPH V. ANGELES
Executive Vice President

MARITIME INDUSTRY AUTHORITY

BY:

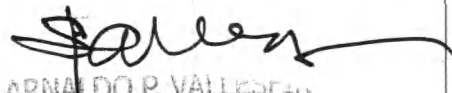


VADM NARCISO A VINGSON JR
Officer-In-Charge
Office of the Administrator

SIGNED IN THE PRESENCE OF:



GENEROSO CANLAS, JR.
Assistant Vice President



ARNALDO P. VALDEZ
Chief, General Services Dept

ACKNOWLEDGEMENT

**REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)S.S.**

BEFORE ME, a Notary Public, for and in the City of Manila, personally came and appeared:

1. JOSEPH V. ANGELES _____

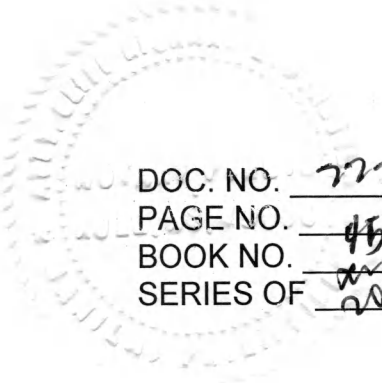
2. VADM NARCISO A VINGSON JR _____

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the corporation/agency they each represent.

This instrument pertain to a Contract for the 2019 Janitorial Services where the acknowledgment is written, signed by the herein parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on 21 MAR 2019 at

~~CITY OF MANILA~~



DOC. NO. 772 ;
PAGE NO. 45 ;
BOOK NO. 241 ;
SERIES OF 2019

ATTY. RICHARD E. GENESELA
NOTARY PUBLIC-CITY OF MANILA / ROLL NO. 49006
Commission No. 0127079 Issued on Feb. 28, 2018 Until Dec. 31, 2019 / Manila
No. 127079 Issued on Dec. 26, 2016 Until Dec. 31, 2019 / Manila
No. 160065 Issued on Dec. 26, 2016 Until Dec. 31, 2019
No. 17-0017770 Valid From April 15, 2016 Until April 14, 2019
Office, Room 305, NPC Building Magallanes Drive, Intramuros, Manila

[Handwritten signature]