

## 2021 CONTRACT FOR JANITORIAL SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

THIS **Contract** for Janitorial Services, made this JUL 29 2021 day of \_\_\_\_\_, by and between:

**MARITIME INDUSTRY AUTHORITY**, a government agency created and existing by virtue of Presidential Decree No. 474, with principal office address at A. Bonifacio Drive corner 20<sup>th</sup> Street, Port Area, Manila, as represented by its Administrator, **VADM ROBERT A EMPEDRAD AFP (RET)** and hereinafter referred to as the **MARINA**;

-and-

**LSERV 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 Unit C & D, 21<sup>st</sup> Floor, Petron Mega Plaza Building, #358 Sen. Gil Puyat Avenue, Makati City as represented by its Vice President, **Mr. GENEROSO T. CANLAS, JR.**, herein after referred to as the "**CONTRACTOR**".

### WITNESSETH:

**WHEREAS**, the **MARINA** invited bids for the 2021 JANITORIAL SERVICES for the MARINA Central Office (**Public Bidding No:2020-04**) and has accepted a bid by the **CONTRACTOR** amounting of Seven Million Three Hundred Fifty-Three Thousand Four Hundred Forty-Eight Pesos and 20/100 (P7,353,448.20), 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 meaning 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 the 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 thirty-four (34) utility personnel and one (1) Supervisor shall be assigned by the **CONTRACTOR** to **MARINA** to work from Monday to Friday, from 07:00 A.M. to 06:00 P.M. on shifting schedules:

  
**VADM ROBERT A EMPEDRAD AFP (Ret)**  
Administrator



No. of Utility Personnel	LOCATION
28	MARINA Office at A. Bonifacio Drive corner 20th Street, Port Area, Manila
3	MARINA Satellite Office at SM City Manila, Concepcion corner Arroceros St., San Marcelino, Ermita, Manila
2	MARINA Satellite Office at PITX, Parañaque City
1	MARINA Satellite Office at POEA
1	Supervisor
<b>35</b>	<b>TOTAL</b>

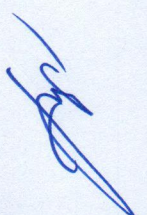
3.1 To perform the following:

#### 3.1.1 DAILY ROUTINE OPERATIONS:

- a. Sweeping, mopping and spot scrubbing and polishing 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 carpets and draperies;
- f. Cleaning of trashcans and 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/outdoor plants.

#### 3.1.2 WEEKLY PERIODIC OPERATIONS:

- a. Polishing of floors;
- b. Carpet shampooing;
- c. Dusting of lighting fixtures, hanging lamps and electric fans, etc.;

  
**VADM ROBERT A. EMPEDRAD AFP (Ret)**  
 Administrator



- d. Washing and cleaning of inside and outside glass windows, glass partitions and doors, including venetian blinds;
- e. 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. Reporting minor repair and close coordination;
- d. To provide other equipment that will be necessary during general cleaning;

- 4. That the **CONTRACTOR** shall provide the minimum number of all the necessary cleaning equipment and supply of materials (Annex I) 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;

  
VADM ROBERT A EMPEDRAD AFP (Ret.)  
Administrator

Reviewed By:

OFFICE OF THE GENERAL COUNSEL  
LSERV CORPORATION

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2021 Janitorial Services



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 set forth 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 terms 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 assessment of evaluation of the performance of the service **CONTRACTOR** based on the set of performance criteria prescribed by the **MARINA**.
9. That the **CONTRACTOR** warrants to comply with its obligations as employer pursuant to the Labor Code, Worker's Compensation Law, Social Security Act, and other Philippine Laws, with regard to its personnel who may be 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 is for the period of twelve (12) months effective January 2021 to December 2021 and may be extended without prejudice to and in accordance with the provision 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;
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;

VADM ROBERT A EMPEDRAD AFP (Ret)

Administrator

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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 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."

JUL 29 2021

IN WITNESS THEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ at Manila, Philippines.

LSERV CORPORATION

MARITIME INDUSTRY AUTHORITY

BY:

BY:

MR. GENEROSO T. CANLAS, JR.  
Vice President

VADM ROBERT A EMPEDRAD AFP (RET)  
Administrator

SIGNED IN THE PRESENCE OF:

Nenita S. Atienza 8/3/21

ANDREW SALVADORA BALDE  
Manager

**NENITA S. ATIENZA**  
Director II, Management Financial and  
Administrative Service (MFAS)



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ~~MAKATI~~ CITY.

MAKATI CITY

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

1. MR. GENEROSO T. CANLAS, JR.
2. VADM ROBERT A EMPEDRAD AFP (Ret)

DRIVER'S LICENCE NO. 02-01-075124  
Expiration 2023/10/29  
MARINA 10 - 0203-849

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 Memorandum of Agreement for the printing and delivery of Blank Security Papers and consists of five (5) pages including this page 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 JUL 29 2021 at  
MAKATI CITY

DOC. NO. 173 ;  
PAGE NO. 36 ;  
BOOK NO. 146 ;  
SERIES OF 121

ATTY. GEORGE DAVID D. SITON  
NOTARY PUBLIC FOR MAKATI CITY  
APPT. NO. M-382 UNTIL DEC. 31, 2021  
ROLI NO. 68407 MOLE COMPLIANCE NO. VI-0021936/3-29-2019  
VBP O.R. NO. 2275859-LIFETIME MEMBER MAY. 3, 2017  
PTR NO. 8533058-JAN 04, 2021- MAKATI CITY  
EXECUTIVE BLDG. CENTER MAKATI AVE., COR., JUPITER ST. MAKATI CITY

VADM ROBERT A EMPEDRAD AFP (Ret)  
Administrator



## ANNEX 1

(Attachment to the Contract – 2021 Janitorial Services)

### A. CLEANING EQUIPMENT AND SUPPLY OF MATERIALS:

#### A.1 Equipment (to be provided free of charge)

- 6 units - floor polisher
- 10 units - vacuum cleaner

#### A.2 Tools:

- 30 pieces - Stripping pad for floor polisher
- 30 pieces - polishing pad for floor polisher
- 30 units - mop squeezer
- 10 pieces - Caution Signage
- 30 pieces – spatula
- 2 pieces - 12' Aluminum ladder
- 3 units - 30 meter Water Hose
- 20 pieces - plastic pails
- 7 pieces - large plastic container (drum)
- 25 pieces - toilet hand pump
- 25 pieces - toilet bowl hand brush
- 300 pieces - rags for dry wiping/cleaning
- 300 pieces - rags for wet wiping/cleaning
- 300 pieces - soft broom
- 50 pieces - broom stick
- 60 pieces - doormats for comfort room

#### A.3 Materials

- Liquid disinfectant for comfort rooms
- Muriatic acid
- Air freshener
- Furniture liquid polish
- Liquid stain remover
- Shine polish/wax for vinyl tiles
- Liquid soap for comfort rooms
- Deodorant cake for comfort rooms
- Detergent powder
- Powder cleanser
- Scrubbing pad
- Steel wool
- Toilet tissue paper
- Insecticide
- Metal polish
- Garbage bags (big)
- Garbage bags (small, for trash bin)

  
**VADM ROBERT A EMPEDRAD AFP (Ret)**  
Administrator



**MARINA BIDS AND AWARDS COMMITTEE (BAC)**

**PROCUREMENT OF 2021 JANITORIAL SERVICES FOR THE MARINA  
CENTRAL OFFICE**

**Resolution No. 2021-04**  
Series of 2021

**WHEREAS**, the MARINA Bids and Awards Committee (BAC), the BAC-Technical Working Group (TWG) for Goods and Services and the BAC Secretariat convened on 23 February 2021, for the presentation of the Post-Qualification Report relative to the Procurement of 2021 Janitorial Services for the MARINA Central Office;

**WHEREAS**, as per BAC Resolution No. 2021-01 dated 18 January 2021, the bid of LSERV CORPORATION (LSERV) was declared as the Single Calculated Bid (SCB) for having complied with the eligibility and technical as well as the financial components and in view of the disqualification of STARCOM MANPOWER AND ALLIED SERVICES, INC. (STARCOM) for the said procurement project;

**WHEREAS**, LSERV, with the bid amount of Seven Million Three Hundred Fifty-Three Thousand Four Hundred Forty-Eight Pesos and 20/100 (P7,353,448.20) was notified to submit and present original/authenticated copies of documents required for post-qualification by the TWG for Goods and Services;

**WHEREAS**, the Post-Qualification Report dated 19 February 2021 was submitted by the TWG and presented to the BAC on 23 February 2021 for deliberation;

**WHEREAS**, the TWG reported that the post-qualification documents submitted by LSERV complied with requirements of MARINA, thus, LSERV, with bid amount of Seven Million Three Hundred Fifty-Three Thousand Four Hundred Forty-Eight Pesos and 20/100 (P7,353,448.20), was recommended by the TWG to be declared as the Single Calculated and Responsive Bid (SCRB);

**WHEREAS**, having complied with all the requirements, the BAC adopted the report and recommendation of the TWG to declare the bid of LSERV as the SCRБ and to award to it the contract for the said procurement project;


**WHEREFORE**, the BAC RESOLVES, AS IT HEREBY RESOLVED, to recommend to the Head of Procuring Entity (HoPE), to undertake the following actions:

1. Declare the bid of LSERV as the SCRБ for the project: Procurement of 2021 Janitorial Services for the MARINA Central Office;

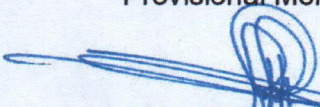


2. Award the contract in the amount of Seven Million Three Hundred Fifty-Three Thousand Four Hundred Forty-Eight Pesos and 20/100 (P7,353,448.20); and
3. Instruct the BAC Secretariat to send Notice of Award (NOA) to LSERV.

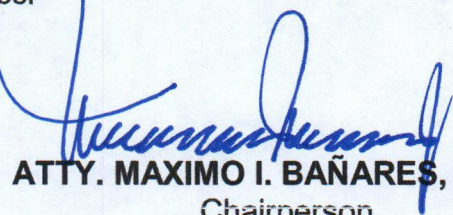
Done this 23<sup>rd</sup> day of February 2021.

  
**MR. VIEN CONSTANTINE C. MESINA**  
Provisional Member/End-user

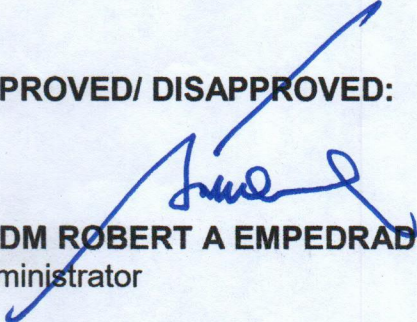
  
**ATTY. MAY FLOR C. CARPIO**  
Member

  
**MR. SAMUEL L. BATALLA**  
Member

Transferred to RO V  
**ENGR. BERNARDO A. POLLO**  
Vice Chairperson

  
**ATTY. MAXIMO I. BAÑARES, JR.**  
Chairperson

**APPROVED/ DISAPPROVED:**

  
**VADM ROBERT A EMPEDRAD AFP (Ret)**  
Administrator