



2011018

JANITORIAL SERVICE AGREEMENT

(Quezon City General Hospital)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a public corporation existing under the laws of the Philippines, represented herein by the Honorable MA. JOSEFINA G. BELMONTE, in her capacity as City Mayor, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, and hereinafter referred to as the "CITY"

-and -

M8 MANPOWER SERVICES, a sole proprietorship organized and existing under the laws of the Republic of the Philippines with office address at #39 Unit B K 8th St. West Kamias, Quezon City, represented herein by its Marketing Officer, MS. IVY O. MACALALAD, hereinafter referred to as the "SERVICE PROVIDER"

(CITY and SERVICE PROVIDER may be referred to individually as a "Party" and collectively, as "Parties.")

RECITAL

WHEREAS, in view of its mandate to administer cleanliness, sanitation and beautification of the City Government facilities, the procurement of an effective and efficient janitorial service is imperative to attain this purpose;

WHEREAS, on 13 October 2020, a public competitive bidding for the procurement of Janitorial Services (Quezon City General Hospital) with Purchase Request No. GF-20-09-01426 (the "Project") was conducted;

WHEREAS, the **SERVICE PROVIDER** participated in the competitive bidding and was declared to be the lowest bid as read;

WHEREAS, the SERVICE PROVIDER passed both the detailed evaluation and post qualification stages, and was determined to be the lowest calculated and responsive bid for the Project;

WHEREAS, on OCT 3 0 2020, the Notice of Award was issued to the SERVICE PROVIDER, subject to the terms and conditions hereafter set forth.

WHEREAS, an award for the Project was issued to the SERVICE PROVIDER on 0.7 3.0 2020 2020;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:





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Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the SERVICE PROVIDER undertakes to provide janitorial services (the "Services") to the Quezon City General Hospital (the "Janitorial Site") as defined herein and in the TOR, which shall include, but is not limited to, the following:

A. Daily Routine Operations:

- Office Spaces, Quarters, Kitchen, Comfort Rooms and Elevator Areas, Stairways, Lobbies and other Common Areas
 - 1. Sweep, mop with disinfectant cleaners, spot scrub, polish all floors of office, stairways, corridors, lobbies, elevators, entrance driveway and walkways and waiting areas. These areas have to be serviced continuously during hours of public use to guarantee cleanliness
 - 2. Dust, wipe and polish accessible surfaces such as hand rails, brass signs and trims, desks, chairs, tables and other office furniture and equipment
 - 3. Spot-clean marks next to light switches, doors and door frames, glass panels/windows/doors
 - 4. Clean and disinfect railings, doorknobs, telephones and counter tops/surfaces
 - 5. Clean and sanitize telephones
 - 6. Pick up trash, empty all waste receptacles and reline receptacles with plastic liners, clean matting located on the entrance building
 - 7. Segregate and dispose waste properly ever shift. Colored plastic trash bags shall be implemented as per DENR Rules and Regulations
 - 8. Cleaning, sanitize and deodorize of toilets and washrooms in offices.
 - 9. Clean and sanitize conference halls before and after every use.
 - 10. Clean and disinfect garbage chutes.
 - 11. Clean and polish chapel floor and lanai.
 - 12. Dust and wipe pews at the chapel.
 - 13. Keep free of obstructions all corridors/ hallways, lobbies, entrances and stairways.
 - 14. Switch of all lightings when not use and report areas where illumination is
 - 15. Report necessary repair works in their work areas through the Supervisors City General Hospital/ END-USER Representative/s Quezon immediately.
 - 16. Perform other duties as may be required/assigned from time to time with respect to janitorial works and as may be requested during special affairs or in case of emergencies.
 - Clinical Areas (Service Wards, Out-Patient Department, Private/Pay Rooms, Emergency Ward, Clinics, Wash Rooms)
 - 1. Pick up trash, empty all waste receptacles, reline with appropriate colored plastic liners.
 - 2. Segregate and dispose properly every shift. Colored plastic trash bags shall be implemented as per DENR rules and regulations.
 - 3. Clean sanitize and deodorize wash rooms (toilet bowls, toilet seats, urinals lavatories, hand rails, other fixtures, wall and floors) in private rooms, subject to supervisor's inspection.
 - 4. Clean, sanitize and deodorize common wash rooms (toilet bowls, toilet seat, urinals lavatories, hand rails, other fixtures, wall and floors) every hour and/or as needed, subject to supervisor's inspection.
 - 5. Clean and disinfect horizontal surfaces within reach.







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- 6. Clean and disinfect beds, IV stands, footstools, side rails, etc.
- 7. Clean appliances including refrigerators.
- 8. Remove gum plasters, hair, blood stains and other foreign substances from floor and other fixtures.
- 9. Sweep and mop floors with disinfectant and polish all tiled areas.
- 10. Clean and sanitize door, door knobs
- 11. Clean and disinfect garbage chutes.
- 12. Follow standard cleaning protocols in case of chemicals spills.
- 13. Perform other duties as may be required/ assigned from time to time with respect to janitorial works and maybe requested during special affairs or in case of emergencies.
- III. Outdoors, parking Areas, Perimeter Area
 - 1. Sweep all ground areas of garbage and leaves.
 - 2. Pick up trash, empty trash cans, reline with appropriate colored plastic liners.
 - 3. Segregate and dispose waste properly every shift. Colored plastic trash bags shall be implemented as per DENR rules and regulations.
 - 4. Clean, disinfect and deodorize garbage dumping/ pick up area after every pick up by the garbage collector hired by the QC Government subject to Supervisor's inspection.
 - 5. Water, trim and cultivate all ornamental plants, pesticide as needed.
 - 6. Spray with insecticide areas where flying and crawling insects breed.
 - 7. Perform other duties as may requested during special affair or in case of emergencies.

B. Weekly Operations

- 1. Clean all electric fans.
- 2. Remove cobwebs.
- 3. Thoroughly wash with soap and water and apply of approved wax on all floors. Strip old wax on floors must be done, if necessary.
- 4. Refinish, wax and polish all floors.
- 5. Wash and scrub hallways and stairways.
- 6. Thoroughly clean glass windows/doors both outside and inside surfaces by means of approved glass cleaner (by schedule).
- 7. Wash and clean lighting diffusers (by schedule).
- 8. Thoroughly scrub, clean and disinfect all wash rooms.
- 9. Clean, wax and polish office furniture and fixture, counters, etc. except those items or equipment that require specialized maintenance.
- 10. Wash with soap and water chairs made by plastic (by schedule).
- 11. Wash and scrub driveways, walkways and parking areas (by schedule)
- 12. Polish all metal signs, reception table and stair nosing.
- 13. Clean vertical walls, ceiling and doors including signage on the walls, bulletin boards and other wall hangings and fire extinguishers.
- 14. Clean all blinds and vertical draperies.
- 15. Thoroughly clean doctor's and nurse's quarters.
- 16. Sweep, clean and remove dirt and debris in all roof decks, ledges, canopies and roof tops.

C. Monthly Operations

- 1. Spray with insecticide building interior or flying and crawling insects or as needed.
- Thoroughly clean glass windows/ doors both outside and inside surfaces by means of approved glass cleaner (by schedule).







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- 3. Wash and scrub motor pool areas.
- 4. Assists in the cleaning of hospital reservoir (by schedule).
- 5. Clean air conditioning units, air filters and casings.
- 6. Clean and clear fire exits, linen chutes and storage areas.
- 7. Wash and clean lightings and lighting fixtures/diffusers (by schedule).
- 8. Thoroughly scrub, clean and disinfect all the wash rooms.
- 9. Wash with soap and water leatherette upholstered furniture (by schedule).
- 10. Wash with soap and water patient's leatherette covered mattresses (by schedule).
- 11. Shampoo and clean modular partitions (by schedule).
- 12. Clean with metal polish all patient's beds in all wards and special areas.

D. Quarterly Operations

- 1. General cleaning of walls and ceilings.
- 2. General cleaning of lighting pipes (sprinkling system), wall and baseboards.
- 3. Scrub and wax of all floors.
- 4. Trim trees branches, if needed.

E. Miscellaneous Operations

- 1. Provide free in-house pest control, as needed.
- 2. Provide free indoor plants for the lobby, upon request.
- 3. Provide free glade/ pledge and tissue rolls in the Director's Office.
- 4. Provide roving inspector who would visit the Quezon City General Hospital/END-USER premises from time to time to check the performance of the janitors/janitress in coordination with the Quezon City General Hospital/END-USER representative.
- 5. Provide additional personnel during emergency cases.

The Services shall include the provisions on labor, equipment, tools, supplies, service vehicles and cleaning materials necessary for the performance of Services on the Janitorial Site.

In performing the Services, the **SERVICE PROVIDER** shall provide the appropriate number of janitorial personnel and skilled workers who are tasked to maintain the cleanliness and sanitation and ensure a clean, orderly and sanitized Janitorial Site free from any garbage, dirt, hazardous elements and unpleasant odor.

The **SERVICE PROVIDER** shall perform the required services in accordance with the conditions set forth in the TOR. To ensure that the janitorial services are property conducted, the services to be performed by the **SERVICE PROVIDER** shall be monitored and evaluated by the **CITY**.

Section 2. Service Areas. Consistent with the TOR, the janitorial services defined herein shall be rendered at the Janitorial Site (i.e. the Quezon City General Hospital, new building, dietary, chapel, out-patient department, hospital grounds and parking spaces).

Section 3. Reserved Manpower Requirement. The SERVICE PROVIDER shall, upon request by the CITY, provide additional manpower for a period of ten (10) days a month without cost, but not to exceed twenty percent (20%), as required by the City and be made available in cases of emergency or as may be determined by the CITY, such as in emergency situations, special operations, activities and/or events, or deployment to other CITY installations.

The manpower provided herein shall include supplies, tools and equipment, service vehicles and janitorial supervisors necessary to carry out the janitorial services.







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Section 4. Contract Documents. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Terms of Reference (TOR);
- (b) Invitation to Bid;
- (c) Instruction to Bidders;
- (d) Bid Data Sheet;
- (e) General Conditions of Contract;
- (f) Special Conditions of Contract;
- (g) Schedule of Requirements;
- (h) Technical Specifications;
- (i) Notice of Award;
- (j) Bid Form;
- (k) Schedule of Prices;
- (l) Cost Summary and Cost Derivation Sheet;
- (m) Post-Qualification Inspection/Evaluation Report;
- (n) Certificate of Availability of Fund (CAF);
- (o) Performance Security; and
- (p) Any and all other documents submitted to the City during the course of the procurement process.

The documents mentioned above shall be collectively referred to as "Contract Documents".

Section 5. Term. This Agreement shall be effective for the period of one (1) year commencing on NOV 0 1 2020 and ending on OCT 3 1 2021, subject to a regular performance rating by the CITY.

Section 6. Contract Price. In consideration of the complete and faithful delivery of the Janitorial Services and performance of any and all obligations of the SERVICE PROVIDER under this Agreement, the SERVICE PROVIDER shall be paid for the entire duration of the Agreement the total amount of Seventeen Million Three Hundred Thirty One Thousand Seven Hundred Fifty Two Pesos and 40/100 (Php17,331,752.40) inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the conditions set forth in Section 7 hereof.

Section 7. Terms of Payment. The payment of the Contract Price shall be made monthly based on actual services rendered and subject to strict monitoring of the CITY.

The CITY shall pay the SERVICE PROVIDER based on the latter's actual performance of the services under this Agreement and bid specifications taking into consideration the number of personnel posted, the contract rate per month and deduction for penalties committed, and other charges, if any, for the particular month.

Processing of payments shall be made subject to the submission by the SERVICE PROVIDER of (a) Statement of Account; (b) the Daily Time Record; (c) Certification/Summary of Expenses/Request of Allotment; and (d) Certificate of Acceptance. The submission of the Statement of Account shall be made every 15th and 30th day of the month for the preparation of the disbursement voucher.







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The processing of payments will entail the approval by the CITY of the SERVICE PROVIDER'S complete documentation and deliverables before billings may be processed for payment. The CITY likewise reserves the right to validate billing/invoice before payment.

Section 8. Project Cost Adjustment. As stated in Republic Act 9184, otherwise known as the Government Procurement Reform Act, Section 61.2, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines, promulgated after the date of bid opening, [such as, but not limited to, increase in minimum daily wage pursuant to law or new wage order], a contract price adjustment shall be made on a no loss-no gain basis.

Section 9. Standard of Performance. The SERVICE PROVIDER shall, consistent with the TOR, perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards based on industry practice.

Section 10. **Penalties.** The **SERVICE PROVIDER** shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

Section 11. Liquidated Damages. It is understood and agreed that time is of the essence of this Agreement. In the event the SERVICE PROVIDER refuses or fails to completely supply and deliver to the CITY the Services defined herein within the delivery schedule provided under Section 3 hereof at no fault of the CITY, the SERVICE PROVIDER shall be liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay until the Project is completely delivered: Provided, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: Provided, further, that, once the cumulative amount of liquidated damages exceeds ten percent (10%) as provided herein, the CITY, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the CITY under this Agreement and pursuant to any and all applicable laws.

Section 12. Authority to Deduct Penalties and Liquidated Damages. For purposes of assessment and enforcement of the penalties and liquidated damages in the immediately preceding sections, the CITY, upon written notice to the SERVICE PROVIDER, is hereby authorized to deduct any amount due as penalty and/or liquidated damages from any amount due or may become due and owing to the SERVICE PROVIDER or from any and all bonds or securities posted by the SERVICE PROVIDER in favor of the CITY, at the option of the latter. It is hereby agreed and understood that the imposition of penalty and assessment of liquidated damages are cumulative and not alternative remedies of the CITY under this Agreement.

Section 13. Assignment and Sub-contracting. This Contract or any portion hereof shall not be assigned, transferred or ceded to any other party/ies without the written consent of the CITY. SERVICE PROVIDER is further prohibited from sub-contracting any obligations in this contract to any other party.

Section 14. Representations and Warranties of the Service Provider. The SERVICE PROVIDER hereby represents and warrants to the CITY as follows:

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- a. The **SERVICE PROVIDER** is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.
- b. The **SERVICE PROVIDER** has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.
- c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.
- d. This Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, constitute, or when executed and delivered pursuant thereto, will constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.
- e. The execution and delivery of this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not:
 - i. conflict with its Articles of Incorporation, By-Laws or other constitutive documents;
 - ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;
 - iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or
 - iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.
- f. There are no actions, suits or proceedings existing, pending or, threatened against or directly affecting the **SERVICE PROVIDER** and/or any of its assets before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect the ability of the **SERVICE PROVIDER** to perform its obligations hereunder.
- g. No event has occurred and is continuing which might materially and adversely affect the carrying out of its obligations under this Agreement.
- h. It is in compliance with all applicable laws and regulations in connection with the delivery of the Project.



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i. Each of the representations and warranties herein shall survive the execution of this Agreement and shall be deemed repeated during the effectivity of this Agreement.

Section 15. Indemnification. The SERVICE PROVIDER shall indemnify and save the CITY and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the SERVICE PROVIDER's supply, deliver and performance of its Services under this Agreement.

Section 16. Events of Default of the Service Provider. Any of the following shall constitute an Event of Default under this Agreement:

- a. When the SERVICE PROVIDER becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the SERVICE PROVIDER, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the SERVICE PROVIDER for the benefit of its creditors; (iii) the admission in writing by the SERVICE PROVIDER of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the SERVICE PROVIDER or approving its reorganization, winding-up or liquidation, or (v) the lawful appointment of a receiver or trustee to take possession of the properties of the SERVICE PROVIDER;
- b. When the **SERVICE PROVIDER** suspends or discontinues all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;
- c. Any material breach by the **SERVICE PROVIDER** of any of its warranty, representation or covenant made under this Agreement.

Section 17. Consequences of Default. Upon occurrence of any Events of Default under this Agreement, the CITY may declare the SERVICE PROVIDER in default and shall have the right to:

a. Terminate this Agreement;

- b. Call on the Performance Security to answer for any and all damages of whatever nature suffered by the CITY resulting or arising from the SERVICE PROVIDER's default; and
- c. Take such other steps or actions against the **SERVICE PROVIDER** for the full protection and enforcement of the **CITY**'s rights and interests.

Section 18. Compliance with Laws, Ordinances and Regulations. The SERVICE PROVIDER shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto. For this purpose, any and all pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are deemed written and incorporated in this Agreement. In case of conflict between any of the provisions of this Agreement and those of the applicable laws and regulations, the latter shall prevail.







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Section 19. Indemnities and Attorney's Fees. Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

Section 20. Notification. All notices and communications shall be done in writing and shall be directed as follows:

CITY

OFFICE OF THE CITY MAYOR

c/o Bids and Awards Committee Secretariat

2nd Floor Finance Bldg, Quezon City Hall Complex,

Elliptical Road, Diliman, Quezon City

SERVICE PROVIDER:

Ms. IVY O. MACALALAD
M8 MANPOWER SERVICES

#39 Unit B K 8th St. West Kamias, Quezon City

Section 21. Effectivity. This Agreement shall be effective upon execution by the parties hereto.

Section 22. Miscellaneous Provisions.

- a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. This Agreement may be amended and supplemented in writing at any time as decided and agreed upon by mutual consent of the parties.
- b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The SERVICE PROVIDER shall not assign its rights and obligations under this Agreement without the written consent of the CITY.
- c. This Agreement embodies the entire arrangement or agreement of the parties and no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties except as herein expressly set forth.
- d. The parties hereby certify that they have read or caused to be read to them all the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the parties and that they have fully understood the same.
- e. The parties hereby represent and warrant that they have the necessary power and corporate authority to execute and deliver this Agreement and perform their obligations as incorporated herein and that such execution, delivery and performance do not and will not contravene any provision of their respective Articles of Incorporation, by-laws, any agreements or instruments to which they are a party or any laws or regulations of any governmental authority.
- f. If any provision of this Agreement be declared by any court or other authorized agency of the government to be null and void, the nullity thereof shall not affect the





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greement

validity of this transaction or any other provisions herein which shall then be considered as valid and binding between the parties.

g. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF the pon, at (nereunto set their hands to this A
QUEZON CITY GOVERNMENT	r	M8 MANPOWER SERVICES
MA. JOSEFINA G. BEIMONTE City Mayor	Ву:	IVY O. MACALALAD Authorized Representative
Sign	ned in the pres	sence of:
Gunang		
RUBY G. MANANGU City Accountant		
City Accounting Department		

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REPUBLIC OF THE PHILIPPINES	} }s.s.		
ACKNOWLEDGMENT			
BEFORE ME, a Notary Public for and in OCT	3 0 2020, this, personally appeared:		
Name	Competent Proof of Identity		
HON. MA. JOSEFINA G. BELMONTE, capacity as Mayor of the Local Governme Quezon City			
IVY O. MACALALAD, in her capacity a Marketing Officer and authorized repres M8 MANPOWER SERVICES	(144 15		

all known to me and to me known to be the same persons who executed this Agreement, and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the parties which they respectively represent.

I certify that the foregoing Agreement, signed by the parties and their instrumental witnesses, consists of Eleven (11) pages, including this page on which the acknowledgement is written.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. No. <u>40</u>; Page No. <u>51</u>; Book No. <u>604</u>; Series of 2020.



ATTY. MARK JOSPINE MARCEI
NOTARY BUBLIC
ROOM 405 PM BUILDING, MATALINO ST. Q.C.
ROLL NO. 69314 I NOTARIAL NO. 259
UNTIL DECEMBER 31, 2020
PTR NO. 7377353! 1-08-10 | Q.C.
IBP NO. 016606 | MCLE NO. VI-0026095