

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this 25 JUN 2021 day of _____ 2021 in Mariveles, Bataan, by and between:

The **AUTHORITY OF THE FREEPORT AREA OF BATAAN**, a body corporate created and existing under Republic Act No. 9728, as amended by Republic Act No. 11453, with office address at the Second Floor AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Administrator, **EMMANUEL D. PINEDA**, hereinafter referred to as the "AFAB";

– and –

MMA COMPETENT MANPOWER AND GENERAL SERVICES, INC., a duly organized and existing corporation under Philippine laws, with office address at Room 301, RCBC Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Vice President for Operations, **LEONARD J. ADRIANO**, who is likewise duly authorized, hereinafter referred to as the "CONTRACTOR";

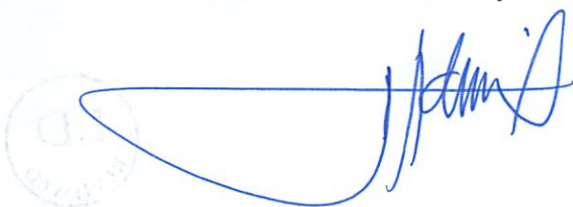
WITNESSETH:

WHEREAS, the AFAB invited Bids for certain goods and ancillary services *viz*, **PROCUREMENT OF JANITORIAL SERVICES FOR WORKERS' CAFETERIA AND ADDITIONAL AREAS OF NEW AFAB FACILITIES**, hereinafter referred to as the "PROJECT", with an approved budget of Three Million Pesos and 00/100 (Php 3,000,000.00) per year, with a duration of two (2) years, renewable for another year;

WHEREAS, a competitive bidding process was conducted by the AFAB in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations, and the CONTRACTOR was selected having submitted the single calculated and responsive bid;

WHEREAS, the CONTRACTOR has expressed willingness to supply the said requirement of the AFAB;

NOW, THEREFORE, in view of the foregoing premises and the mutual covenants and undertakings hereinafter provided, the AFAB and the CONTRACTOR, hereinafter collectively referred to as the "PARTIES", agree as follows:




1. In consideration of the full and faithful performance and accomplishment of all obligations specified in this Agreement which the CONTRACTOR agrees to undertake, perform and accomplish, the AFAB shall pay the CONTRACTOR the total contract price of **TWO MILLION NINETY SEVEN THOUSAND SEVEN HUNDRED FORTY TWO PESOS AND THIRTY TWO CENTAVOS (PHP 2,097,742.32) per year;**
2. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
3. The following documents shall be deemed integral parts of this Agreement and the terms and conditions embodied therein shall be deemed reproduced herein by reference and/or incorporation:
 - a. the Bid Form, the Price Schedule, the Schedule of Requirements, and the Technical Specifications submitted by the CONTRACTOR;
 - b. the other documents/statements contained in the bidding envelopes submitted by the CONTRACTOR;
 - c. the Terms of Reference including its Annexes posted in the PhilGEPS;
 - d. the additional Post-Qualification Documents submitted by the CONTRACTOR;
 - e. the Invitation to Bid and Bid Documents issued to the CONTRACTOR including Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
 - f. the Resolution of the Bids and Awards Committee declaring the Single Calculated and Responsive Bidder and Recommendation for Award;
 - g. the Entity's Notice of Award with the CONTRACTOR's conforme thereto;
 - h. the CONTRACTOR's Performance Bond; and
 - i. Other requirements of laws, rules and regulations and executive orders applicable thereto.
4. The CONTRACTOR shall furnish all labor, materials, equipment and supplies, and the performance of all operations necessary for the complete implementation of the PROJECT, all in strict compliance with the terms and conditions of this Agreement, as well as all the applicable terms and conditions of the documents listed in Section 3 above.
5. Payment for the Project shall be paid in increments upon CONTRACTOR's submission of the request for payment/billing to the AFAB not later than the tenth (10th) day of the following month. The request for payment/billing shall be premised on the actual and satisfactory accomplishment of the CONTRACTOR of the payment requirements listed under the Terms of

Reference. Billing and payment shall be based on the number of janitorial personnel who actually rendered service and supplies delivered subject to Expanded Withholding Tax of 2% and Final Withholding Tax on Value-Added Tax (VAT) of 5%.

6. The CONTRACTOR shall submit to AFAB its monthly billing for each month following that for which the services were rendered. The AFAB Administrative Services Department (ASD) shall monitor the performance of the CONTRACTOR and its assigned or hired personnel, the result of which will affect the release of payment for the services rendered. Only the actual number of workdays and man-hours spent shall be considered for billing purposes pursuant to a "No Work, No Pay" policy;
7. In relation to this Agreement, the CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the AFAB to suspend payment of the services delivered by the CONTRACTOR.
8. The CONTRACTOR shall present to the AFAB, on an annual basis, a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
9. The CONTRACTOR is the sole employer of all the workers assigned under this Agreement and shall be solely responsible and liable for strict compliance with all pertinent labor legislation, rules and regulations. No employer – employee relationship exists between the AFAB and the CONTRACTOR or any of the workers in the CONTRACTOR's employ. Neither is there deemed any agency, partnership, license or joint venture. The CONTRACTOR holds the AFAB absolutely free and clear by any of the said workers, for any reason whatsoever.
10. The CONTRACTOR shall pay the salaries and wages of the deployed personnel twice on the following schedule:
 - a. From 1 to 15th of the month – not later than 25th of the month; and
 - b. From 16th to the end of the month – not later than 10th of the following month
11. The terms and conditions herein set forth shall be automatically modified by the applicable provisions of laws, rules and regulations, especially as they pertain to minimum wage rates and other statutory benefits of the workers.
12. The CONTRACTOR must assume liability for loss, damage or injury to property and persons, including death, directly or indirectly, through the fault, negligence or omission of its personnel or while in the performance of their duties. The AFAB shall not be liable in case of occurrence of the said event.

13. For the provision of supplies under this Agreement, a warranty security shall be required from the CONTRACTOR for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the AFAB of the delivered supplies.
14. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period; *Provided, however*, that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Agreement have been fully met.
15. Should the CONTRACTOR fail to satisfactorily render the services provided under the Agreement within the specified period, inclusive of duly granted extensions, if any, the CONTRACTOR shall pay liquidated damages, and not by way of penalty, in the amount equivalent to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Project for each calendar day of delay, including Sundays and Holidays, until the work is completed and accepted by the AFAB, in accordance with the formula and conditions set forth in the existing and prevailing rules and regulations; *Provided*, that the payment of liquidated damages shall not in any manner relieve the CONTRACTOR from its obligations and responsibilities under this Agreement;
16. The CONTRACTOR shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed unless otherwise terminated for failure of the CONTRACTOR to perform its obligations under this Agreement, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated 22 December 2004).
17. This Agreement shall take effect for a period of two (2) years and may be renewed upon mutual agreement of the Parties.

for the AFAB



IN WITNESS WHEREOF, the parties have set their hands on the date and at the place first written above.

**AUTHORITY OF THE FREEPORT
AREA OF BATAAN**


**MMA COMPETENT MANPOWER
AND GENERAL SERVICES, INC.**

BY:

BY:



EMMANUEL D. PINEDA
Administrator




LEONARD J. ADRIANO
Vice President for Operations

SIGNED IN THE PRESENCE OF:



MARIA CHELEN B. VELASCO



DARLENE M. CIERNA

ACKNOWLEDGMENT

Republic of the Philippines)
Mariveles, Bataan) S.S.

BEFORE ME, this JUN 29 2021 of 2021 in Mariveles, Bataan, personally
appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
EMMANUEL D. PINEDA		
LEONARD J. ADRIANO		

both known to me to be the same persons who executed the foregoing instrument and
they acknowledged to me that the same is their own free and voluntary act and deed, as
well as that of the entities they represent.

This instrument refers to a "CONTRACT FOR JANITORIAL SERVICES" that
consists of six (6) pages including the page whereon this acknowledgment is written,
and which is signed by the Parties and their instrumental witnesses on each and every
page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the date and at the
place first written above.

Doc. No. 431;
Page No. 88;
Book No. XVI;
Series of 2021.

Notary Public
Atty. LORENZO B. CASTILLO
NOTARY PUBLIC until December 31, 2021
For and in the PROVINCE OF BATAAN
Notarial Commission No. 2020-001 - ML
1/F FAB Post Office Bldg., Mariveles, Bataan
Roll No. 24642; MCLE VI- 0029000 10/01/19
IBP #122120 1/04/21; PTR #1098055 1/06/2021

for the true

[Signature]

[Signature]

[Signature]