

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT is made and entered into this ____ day of _____ 2016 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, with office address at the 2nd Floor AFAB Administration Building, Freeport Area of Bataan (FAB), Mariveles, Bataan, represented herein by its Acting Chairman and Administrator, PATRICK LESTER N. TY, hereinafter referred to as the "AFAB".

– and –

J/A CLEANWELL MAINTENANCE SERVICES INC., a duly organized and existing corporation under Philippine laws, with office address at Rm. 412 PSMBF1 Bldg. Santolan Road, San Juan City, represented herein by its President, ERNESTO B. MACABATA JR., who is likewise duly authorized, hereinafter referred to as the "CONTRACTOR";

WHEREAS, the AFAB invited Bids for certain goods and ancillary services viz, JANITORIAL SERVICES, hereinafter referred to as the "PROJECT", and has accepted a Bid by the CONTRACTOR for the supply of those goods and services in the sum of FOUR MILLION SIX HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED SIXTY SIX AND 5/100 PESOS (PhP 4,634,466.15) for, hereinafter called the "CONTRACT PRICE":

WITNESSETH:

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 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 additional Post-Qualification Documents submitted by the CONTRACTOR;
 - d. the Invitation to Bid and Bid Documents issued to the CONTRACTOR including Bid Bulletin/s (if any) and Minutes of Pre-Bid Conference;
 - e. the Resolution of the Bids and Awards Committee declaring the Lowest Complying Responsive Bidder and Recommendation for Award;
 - f. the Entity's Notice of Award with the CONTRACTOR's conforme thereto;
 - g. the CONTRACTOR's Performance Bond;
 - h. Special Conditions of the Contract, attached herewith as Annexes "A" and "B";
 - i. Other requirements of laws, rules and regulations and executive orders applicable thereto.
3. 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 2 above.

4. Payment for the Project shall be paid in increments upon submission of the CONTRACTOR of progress billing to the AFAB. The progress billing shall be based upon the actual and satisfactory accomplishment of the various phases of the PROJECT done or services rendered by the CONTRACTOR, as evidenced by a Certificate of Acceptance to be issued by the AFAB.
5. In relation to this Contract, 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.
6. The CONTRACTOR is the sole employer of all the workers assigned under this Contract 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 FAB 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 FAB absolutely free and clear by any of the said workers, for any reason whatsoever.
7. 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.
8. The CONTRACTOR shall commence the execution of this Agreement within seven (7) calendar days from receipt of the Notice to Proceed, and must comply with its obligations under this Agreement within the date stated in the Special Conditions of the Contract attached herewith as Annex "A" and Annex "B," unless otherwise terminated for failure of the CONTRACTOR to perform its obligations under this Contract, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated December 2004).
9. This Agreement shall take effect upon the date of receipt by the CONTRACTOR of the Notice to Proceed from 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 ARE OF
BATAAN

BY:



PATRICK LESTER N. TY
Acting Chairman and Administrator


J/A CLEANWELL MAINTENANCE SERVICES,
INC.

BY:



ERNESTO B. MACABATA JR.
President

SIGNED IN THE PRESENCE OF:



MA. LOURDES L. HERRERA
Department Manager A
Administrative Services Dept.

RUSTY V. SANTIAGO
Operation and Marketing Head

ACKNOWLEDGEMENT

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

BEFORE ME, this 26 SEP 2016 of 2016 in Mariveles, Bataan, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE/EXPIRY
PATRICK LESTER N. TY	<u>VMID OKN-0111-257 MATB-Y</u> DRIVER'S LICENSE NO2- 94247694	<u>JAN. 23, 2014</u> QUEZON CITY
ERNESTO B. MACABATA JR.		

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 will and deed, as well as that of the corporations they represent.

This instrument refers to a "Contract for Purchase of Water Meter" that consists of four (4) pages including the page whereon this acknowledgement 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. 725
Page No. 66
Book No. XVII
Series of 2016.

Notary Public
ATTY. LORENZO B. CASTILLO
NOTARY PUBLIC
FOR AND IN THE PROVINCE OF BATAAN
Notarial Commission Case No. 2016-001-ML
Until December 31, 2017
1F FAB Post Office Bldg., Mariveles, Bataan
ROLL NO. 24642, PTR No. 3021050, 01/04/16
IBP No. 92149, 01/08/2016, BATAAN

ANNEX "A"
SPECIAL CONDITIONS OF THE CONTRACT
JANITORIAL SERVICES

I. PRICE, NUMBER OF PERSONNEL AND DURATION OF THE CONTRACT

- 1.1. The contract of the Janitorial Services at the Authority of the Freeport Area of Bataan shall be three (3) years from 07 October 2016 until 06 October 2019 for ten (10) janitorial personnel including the Supervisor.

II. AREAS COVERED

- 2.1. The Contract shall cover the Janitorial Services of the whole AFAB Administration Building, from its lower ground floor to roof top and the National Transmission Corporation (TransCo) Substation II and AFAB Staff House which are outside the AFAB Administration Building.
- 2.2. The Contractor shall provide janitorial and sanitation services as well as provision of cleaning solutions, equipment and/or materials and assign janitorial personnel who shall maintain the cleanliness and orderliness of the offices in accordance with the standards known by AFAB.

III. REQUIREMENTS FROM THE CONTRACTOR

- 3.1. The Contractor should be in the janitorial services business for at least a decade to make sure its integrity and financial stability. Certified photocopies of the appropriate permits or licenses are required to submit to prove legitimacy of the Contractor.

A. RECRUITMENT/PLACEMENT

- 3.2. The Contractor shall provide AFAB with the number of janitorial personnel and one (1) janitor-supervisor to oversee the performance of the janitors based on the schedule stated above. At least twice a month visit (during weekdays) of Field Manager of the Contractor is required to make sure that the concern/s of AFAB shall be properly addressed.
- 3.3. The Contractor shall deploy the needed janitor personnel at the Authority of the Freeport Area of Bataan (AFAB), Freeport Area of Bataan, Mariveles, Bataan who are:
- 3.3.1. Physical and mentally fit and negative in prohibited drugs as evidenced by a medical certificate;
 - 3.3.2. Person of good moral character and reputation, courteous, and no derogatory records as evidenced by Police or NBI Clearance;
 - 3.3.3. TESDA-certified (NCII) on Housekeeping;

The Contractor shall submit to the Chief of Administrative Services Division, Administrative Services Department the certified photocopies of the documents as proofs that the janitorial personnel met the above-mentioned requirements.

B. SALARY AND BENEFITS

- 3.4. The Contractor shall provide the janitorial personnel with appropriate uniform (2 sets of uniform per person annually), identification card, equipment and cleaning materials.
- 3.5. The Contractor shall give the salaries to its janitorial personnel through an automated teller machine (ATM) account. Hence, the contractor needs to assist its janitorial personnel to secure an ATM account.
- 3.6. Payment of salaries and janitorial personnel shall be made twice on the 15th and 30th of the month without delay. The Contractor shall make sure that its employees shall receive their reasonable and due compensation timely through their ATM payroll/savings account. Janitorial personnel shall also be provided with the corresponding payslip.

C. MONTHLY BILLING AND ITS REQUIREMENTS

- 3.7. The monthly billing fee for services rendered by the Contractor shall be released only upon submission of the following requirements:
 - a. Sworn Statement showing actual services have been rendered by the janitors for the billing claimed;
 - b. Proof of payment of salaries, wages and/or benefits of all its janitors for the previous billing period;
 - c. Proof of remittances of SSS/Philhealth/Pag-ibig/ECC and BIR premium payments and other deductions/contributions such as SSS salary loan, Pag-Ibig loans and deductions required or authorized by law;
 - d. DTRs duly signed by AFAB-assigned supervisor; and
 - e. Certification from the Manager of Administrative Services Department stating that the Agency has satisfactorily performed the scope of work as provided for in the contract.

D. PROVISION OF MONTHLY SUPPLIES

- 3.8. The Contractor shall continuously supply the janitorial personnel with heavy duty cleaning equipment and cleaning supplies/solutions of good quality based on the List of Supplies and Equipment (Annex "B") attached in this Contract. It can be revised or changed through offsetting arrangement on a monthly basis, provided it is within the budget and approved by the Administrative Services Department. The supplies and equipment to be used shall be pre-approved by the Authority through the Administrative Services Department.

- 3.9. For proper inventory of cleaning supplies, materials and equipment, the janitorial personnel should surrender the empty or damaged supply/ies to the Supply Officer of the Administrative Services Department before issuance or replacement of new item/s.

E. HOURS OF WORK

- 3.10. The janitorial personnel shall operate on a daily routine operation. Six (6) of the 8 janitors shall render services from 7:00 a.m. to 4:00 p.m., while the remaining two (2) shall work from 9:00 a.m. to 6:00 p.m. to ensure cleanliness before and after office hour, for six-day operation, that the AFAB may require the Contractor's night personnel on extraordinary occasions for which the contractor shall make the necessary time and/or shifting adjustment.

F. RELIEVER

- 3.11. The Contractor shall provide reliever/s who meet/s the criteria cited in Section 3.2 whenever there will be absent on the janitorial personnel to make sure the each office is clean and the need of janitorial services will be properly attended to.
- 3.12. The Contractor agrees that the AFAB reserves the right to screen and to deny or accept the assignment of any janitorial personnel recommended by the contractor to perform the service.

G. QUARTERLY PERFORMANCE EVALUATION

- 3.13. The Contractor, through its supervisor, shall submit a quarterly performance and behavioral evaluation of its janitorial personnel to the Chief of the Administrative Services Division, Administrative Services Department. A grade of at least 80% or adjectival rating of Very Satisfactory is required for two consecutive quarters for the janitorial personnel. Failure to maintain this rating shall result to janitorial personnel replacement.

AFAB through its Administrative Services Department shall conduct a quarterly performance evaluation to all the offices to make sure the standards in cleaning and orderliness are met with the Contractor. An adjectival rating of very satisfactory is required for each evaluation. Failure in the rating for two (2) consecutive quarters may result to termination of this contract.

IV. WARRANTIES OF THE CONTRACTOR

- 4.1. The Contractor warrants that it shall conform strictly to the terms and conditions of this TOR and its refusal shall be a ground for the rescission of the contract.
- 4.2. The Contractor shall comply with the laws governing employee's compensation, Philhealth, Social Security, 13th month pay, 5-day leave and other benefits compliant to

the existing labor standards, rules and regulations applicable. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by law.

- 4.3. The Contractor, in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by laws. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.
- 4.4. The Contractor shall coordinate with AFAB Administrative Services Department in the performance of their jobs.
- 4.5. The Contractor shall be liable for loss, damage or injury due directly and indirectly through the fault, negligence or omission of its personnel and representative. It shall assume full responsibility thereof and the AFAB shall be released from any and all liabilities arising therefrom.
- 4.6. The Contractor shall neither assign, transfer, pledge, nor subcontract any part or interest therein.
- 4.7. The Contractor shall assume full responsibility for the proper performance of the duties of its employees.
- 4.8. It is understood and agreed that the employees of the Contractor are not the employees of the AFAB. Hence, the AFAB shall not in any way be liable or responsible for any personal injury or damage including death sustained or cause by any of the employees of the contractor during the performance of their duties. The Contractor shall at all times stand solely responsible and liable for such death, injuries or arising therefrom.
- 4.9. The Contractor shall hold the AFAB free from any action or liability whatsoever arising from any claim by any or all its personnel; that the due and faithful compliance with law relating to employment and services performed by personnel of the contractor shall devolve solely upon it.

V. TERMS OF PAYMENT

- 5.1. The Contractor shall be paid monthly, based on the actual number of janitorial personnel that rendered service subject to the required Expanded Withholding Tax (EWT) of 2% and Final Withholding Tax on VAT of 5%.
- 5.2. Payment shall be made within a reasonable time from submission of monthly billing together with the required documents stated in section 3.7 of this contract. The monthly billing should indicate the janitorial service fee, management fee and input VAT prior to the total amount of billing.
- 5.3. No advance payment shall be made as provided in Section 88 of PD 1445 (Statutes-Ordaining and Instituting a Government Auditing Code of the Philippines).

VI. DURATION OF THE CONTRACT

- 6.1. The contract shall be effective for a period of three (3) years, unless otherwise terminated for failure by the contractor to perform its obligations under the contract, in line with the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board (GPPB Resolution No. 018-2004 dated December 2004).

ANNEX "B"

LIST OF MONTHLY SUPPLIES AND EQUIPMENTS

Description	Quantity	Unit
Air freshener	12	bottles
Deodorant cake (sampaguita/strawberry scent)	78	Pcs.
Door mat (color: dark or gray, heavy duty)	21	Pcs.
Rags (round, white)	78	Pcs.
Fabric conditioner antibacterial (, blue, l)	10	Liters
Polishing pad 16"	5	Pcs.
Scrubbing pad (16", medium, 3M (5pcs/pk)	5	Pcs.
Glass cleaner	4	Gal.
Carpet shampoo	2	Gal.
Hand gloves	10	Pairs
Muriatic acid	9	Gal.
Disinfectant (bleach)	9	Gal.
Hand soap (PAMET approved, white, 80 grams)	21	Bars
Dish washing liquid (500 ml)	12	Pcs.
Scouring pad	4	Pcs.
Liquid Wax	4	Liters
Metal Polish (150ml)	10	Pcs.
Furniture polish (330 ml, anti-dust formula, lemon scent)	8	Cans
Powder soap	15	Kilos
Liquid hand soap	2	Gal.
Detergent Bar	9	Pcs.
Mop Head	6	Pcs.

Will be supplied only as needed:

Mop Handle (wood)	5	Pcs.
Mop Bucket	5	Pcs.
Spray bottle	10	Pcs.
Cob web duster	3	Pcs.
Feather duster	5	Pcs.
Utility belt	10	Pcs.
Toilet pump	2	Pcs.
Trash bin (gray, slim type, 10 liters)	15	Pcs.
Floor polisher	3	Pcs.
Water pail	10	Pcs.
Toilet bowl brush with cup	6	Pcs.
Push brush	6	Pcs.
Garbage receptacle (medium)	3	Pcs.
Dust pan (plastic, with cover, black)	10	Pcs.
Broom sticks	10	Pcs.
Soft brooms (good quality)	10	Pcs.
Toilet bowl brush (round)	10	Pcs.
Small Squeegee	6	Pcs.