

## JANITORIAL MANPOWER AND SERVICES AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS;

This Agreement is made and entered into by and between;

The **NATIONAL COMMISSION ON MUSLIM FILIPINOS (NCMF)**, a government agency created and existing by virtue of Republic Act No. 9997, with principal address at No. 79 Jocer Annex Building Commonwealth Avenue, Diliman, Quezon City, herein represented by its Secretary, **GUILING A. MAMONDIONG** and referred to hereafter as the "**PRINCIPAL**"

-and

The **ANCHOR HUMAN RESOURCES DEVELOPMENT CORPORATION**, a corporation duly organized and existing under Philippine laws, with Securities and Exchange Commission (SEC) Registration No. A199718057, dated September 17, 1977, and a principal business address located at No. 2 Malakas St, corner Mapagmahal St, Brgy. Pinyahan, Quezon City, herein represented by its President, **IMELDA M. EBORA**, referred to hereafter as the "**CONTRACTOR**"

### WITNESSETH

**WHEREAS**, the **PRINCIPAL** intends to apply the sum **TWO MILLION PESOS (Php 2,000,000.00)** being the total Approved Budget for the Contract (ABC) for Y2023 for the Supply and Delivery of Janitorial Manpower for the NCMF Central Office from January 01, 2023 to December 31, 2023;

**WHEREAS**, the **PRINCIPAL** through its Bids and Awards Committee (BAC), has published in the Philippine Government Electronic Procurement System (PhilGEPS) website, NCMF website and three (3) conspicuous places in the office of the NCMF, the Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of Janitorial Manpower and Services for the NCMF Central Office in the address above stated, from January 01, 2023 to December 31, 2023;

**WHEREAS**, during the submission of bids, the **CONTRACTOR** submitted its bid;

**WHEREAS**, in the Post Evaluation Report of the Technical Working Group (TWG), it was shown that the **CONTRACTOR** has complied with the conditions and technical specifications of the **PRINCIPAL** and the law, and its price quotation of **ONE MILLION NINE HUNDRED NINETY-TWO THOUSAND AND SEVEN HUNDRED NINETEEN PESOS & 64/100 (Php 1,992,719.64)** is within the ABC, and is the most economical and advantageous to the Government, thereby rendering the same as the **Single Calculated Responsive Bid (SCR)**;

**WHEREAS**, in BAC Resolution No. 2022-062, the BAC recommended to Administrative Director the award of contract to the **CONTRACTOR**;

**WHEREAS**, the **NCMF SECRETARY APPROVED** the recommendation of the BAC and signed the Notice of Award;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties have agreed as follows;

#### I. ENGAGEMENT OF THE CONTACTOR

1.1 The **CONTRACTOR** shall provide the **PRINCIPAL** with the necessary janitorial manpower whose schedule will be properly programmed under the terms and conditions outlined in this contract.

**II. DRESS CODE AND POLICIES**

- 2.1 All janitorial attendants are required to properly wear the prescribed uniform while on duty;
- 2.2 Only the standard uniform shall be worn while on duty;
- 2.3 The janitorial attendants should appear neat and presentable;
- 2.4 The prescribed **CONTRACTOR'S ID** for janitorial attendants must be worn at all times within the area; and
- 2.5 The ingress for janitorial attendants shall be through the specified gate. Said janitorial attendants shall submit themselves to proper search by the **PRINCIPAL'S** guard. The janitorial attendants shall likewise observe at all times the existing policy/policies of the **PRINCIPAL** premises as a precautionary measure against property losses and/or pilferage.

**III. CONDUCT**

- 3.1 The janitorial attendants are expected to handle themselves well while on duty;
- 3.2 The "No smoking" policy inside the **PRINCIPAL'S** Building Complex for all contractors will be strictly enforced;
- 3.3 No gum chewing while on duty;
- 3.4 Running errands by janitorial attendants for **PRINCIPAL'S** employees is strictly prohibited;
- 3.5 Janitorial attendants should take their meals and rest only inside the quarters designated by the **PRINCIPAL**;
- 3.6 No horseplay and similar action during duty hours;
- 3.7 Janitorial attendants should be courteous to employees and customers at all times;
- 3.8 Use of telephone/mobile phone by janitorial attendants only on permission; and
- 3.9 No idle talks during duty hours.

**IV. ON THE PART OF THE CONTRACTOR**

**4.1 ENGAGEMENT OF SERVICES**

4.1.1 The **CONTRACTOR** shall provide the **PRINCIPAL** with the necessary manpower whose schedule will be properly programmed under the terms and conditions outlined in this **AGREEMENT**.

**4.2 DESCRIPTION AND SCOPE OF WORK FOR JANITORIAL SERVICES**

- 4.2.1 Sweeping and spot scrubbing, wet mopping, and floor polishing;
- 4.2.2 Scrubbing/ stripping, waxing, and polishing of vinyl/ceramic floor;
- 4.2.3 Fabric walls and chairs shall be vacuumed daily;
- 4.2.4 Thorough cleaning, deodorizing and disinfecting all comfort rooms, urinals, toilet bowls (water closets) wash basin, and all commodities. The said areas shall appear and smell clear at all times;
- 4.2.5 Collection of garbage and disposal in designated areas;
- 4.2.6 Maintaining the orderly arrangement of the storage rooms being used by both the **PRINCIPAL** and the **CONTRACTOR**.
- 4.2.7 Dust cleaning of walls and partitions including cover base;
- 4.2.8 Removal of sticky substance found on floors, walls, and partitions;
- 4.2.9 Cleaning of interior glass doors, partitions, mirrors, interior windows, chalkboards, and other facilities inside the rooms;
- 4.2.10 Removal of dust from stair railings;

- 4.2.11 Reporting of breakages discovered on the PRINCIPAL's office facility including water leakage; electrical malfunctions and other defects that may require the immediate attention of the PRINCIPAL;
- 4.2.12 Watering of plants and cleaning of plants boxes; and
- 4.2.13 The performance of all other related jobs necessary to achieve the most effective and efficient rendition of janitorial services under condition that promotes the highest cleaning standards.

#### 4.3 WEEKLY MAINTENANCE OF ASSIGNED AREAS

- 4.3.1 Thorough cleaning and disinfecting of comfort rooms, urinals, wash basins; including washing, scrubbing, and disinfecting of restrooms and washrooms. Walls and floors will be polished and all metal fixtures will be made shiny and free from stains and dirt; and
- 4.3.2 Washing, vacuuming, and drying of cloth walk-off mats and chairs head-cloth.

#### 4.4 MONTHLY MAINTENANCE OF ASSIGNED AREAS

- 4.4.1 Scrubbing, finishing and polishing of vinyl and ceramic tiles;
- 4.4.2 General cleaning of comfort rooms;
- 4.4.3 Removal of specks of dust and cobwebs and other sticky substances on the ceilings;
- 4.4.4 Cleaning of billboards and stair railings; and
- 4.4.5 Extraction method as the need arises.

#### 4.5 QUARTERLY MAINTENANCE OF ASSIGNED AREAS

- 4.5.1 Stripping, sealing, finishing and polishing of vinyl and ceramic floors;
- 4.5.2 General cleaning of storage area; and
- 4.5.3 General check-up of the entire carpet flooring for any stains or spots.

### V. OTHER TERMS AND CONDITIONS

#### 5.1 JANITORIAL ATTENDANTS REQUIREMENTS

The CONTRACTOR shall provide the PRINCIPAL with EIGHT (8) janitorial attendants who shall serve eight (8) hours a day in six-day a week work scheme. The PRINCIPAL may recommend in writing, change or replacement of janitorial attendants at any time when it finds them to be below standard, or whose conduct or demeanor is unsatisfactory or is prejudicial to the PRINCIPAL. If refused, the PRINCIPAL may consider the same as a valid cause for the recession of this Agreement.

#### 5.2 INDEPENDENT CONTRACTOR

5.2.1 The janitorial attendants, whom the CONTRACTOR shall assign to the PRINCIPAL, are employees of the CONTRACTOR and not of the PRINCIPAL. The CONTRACTOR warrants to comply with all its obligation as an employer under all existing labor laws including payment of minimum wage, cost of living allowance, 13<sup>th</sup> month pay, service incentives leave pay, retirement benefits, SSS/PAG-IBIG/PHILHEALTH premium contributions and other mandatory benefits as provided by law.

5.2.2 The CONTRACTOR shall exercise discipline, supervision and control and administration over its janitorial attendants in accordance with the law, pertinent government rules and

regulations as well as the rules and policies set forth by the PRINCIPAL on the matter.

**5.3 WARRANTY**

**5.3.1** The CONTRACTOR warrants that it has complied with all the laws, rules, and regulations applicable to its business and has all effective and existing permits, licenses, or authority to engage in the business as provided by law and by the national and local government authorities; and

**5.3.2** The CONTRACTOR warrants that it has not given or promised to give money, gift to any official or employee of the PRINCIPAL to ensure the Award of Contract and that any violation of this warranty shall be sufficient basis to terminate this contract.

**5.4 NON-WAIVER**

The failure of the PRINCIPAL to enforce strict performance/compliance to any of the terms, conditions, and stipulations of this Agreement shall not be deemed a relinquishment or waiver of its rights or remedies herein stipulated.

**5.5 USE OF FACILITIES**

Space shall be provided to the CONTRACTOR for the use of the janitorial attendants, without cost, for administration, supervision, and the storage of personal belongings. The CONTRACTOR shall hold the PRINCIPAL free and harmless from any liability for loss of or damage to such belongings.

**VI. ON THE PART OF THE PRINCIPAL**

**6.1** For and in consideration of the services to be rendered by the CONTRACTOR under this Agreement, the PRINCIPAL shall pay the CONTRACTOR the total contract price of **ONE MILLION NINE HUNDRED NINETY-TWO THOUSAND AND SEVEN HUNDRED NINETEEN PESOS & 64/100 (Php 1,992,719.64)** to be billed and paid monthly with the following details:

Due to Employee	Amount
Basic Salary	Php 14,867.50
13 <sup>th</sup> Month Pay	1,238.96
Incentive Leave Pay	237.50
<b>Sub-Total (A)</b>	<b>Php 16,343.96</b>
SSS and EC Premium	Php 1,455.00
PHILHEALTH Premium	334.52
PAG-IBIG Fund Premium	100.00
<b>Sub-Total (B)</b>	<b>Php 1,889.52</b>
Labor Cost per head per month	Php 18,233.48
Administrative Service Fee	300.00
<b>Total Labor Cost</b>	<b>Php 18,533.48</b>
Supplies / Materials	Php 0.00
12% VAT	2,224.02
Contract Billing Rate per month	<b>20,757.50</b>
Contract Billing Rate per day	798.37
Contract Billing Rate per hour	99.80
<b>TOTAL Contract Rate for twelve (12) months</b>	<b>Php 1,992,719.64</b>

6.2 The PRINCIPAL agrees to pay the CONTRACTOR on all overdue accounts at an interest of three percent (3%) per month. In addition, in case the CONTRACTOR is compelled to file a collection suit against the PRINCIPAL to recover the overdue account, the PRINCIPAL agrees to pay fees incurred by the CONTRACTOR for the purpose, including the twenty-five percent (25%) of the total amount involved by way of liquidated damages;

6.3 If new wage orders or legislation are issued or enacted increasing the minimum wage, allowances and other benefits due to janitorial attendants, the parties agree to adjust accordingly.

#### VII. LIABILITY STIPULATION

7.1 The CONTRACTOR hereby warrants and holds the PRINCIPAL entirely and completely free and harmless from any accident that may occur involving the CONTRACTOR's personnel while performing their duties at the PRINCIPAL'S place of business as well as other third party claims for any injury and/or property damage in connection with/about the works contracted for;

7.2 The CONTRACTOR is to assume responsibility after due investigation, for any loss or damage that may occur in the work area concerning properties when such loss or damage is due to the fault or negligence of the CONTRACTOR's janitorial attendants;

7.3 Upon termination of this Agreement, should there be any bond withheld by the CONTRACTOR from the janitorial attendants, such bond shall be immediately released to them after having been cleared with all obligations for any loss or damage described in the immediately

7.4 preceding paragraph.

#### VIII. EFFECTIVITY OF THE CONTRACT

This Agreement shall commence from January 1, 2023 until December 31, 2023.

#### IX. PRE-TERMINATION

9.1 In the event of breach of this Agreement or material provision thereof by the CONTRACTOR, or for loss of confidence, the CONTRACTOR shall, upon the effectivity of the notice of termination to be issued by the PRINCIPAL, cease all its activities under this Agreement, except for the settlement of all outstanding liabilities and claims arising out of this Agreement.

9.2 This Agreement may, upon notice made by either party and subject to the obligations incurred, be canceled, suspended, or terminated upon the happening of but not limited to any of the following:

9.2.1 If any of the representations and warranties of the CONTRACTOR under this Agreement be found untrue or misleading or becomes untrue or misleading in a material respect; and

9.2.2 The occurrence of force majeure such as but not limited to the strike of either party's personnel, declaration of national emergency or calamity, the Acts of God or public enemy, fire, flood, typhoon, or other causes beyond the control of either party which renders the premises unfit for use and occupation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the date first written above.

NATIONAL COMMISSION on MUSLIM FILIPINOS

ANCHOR HUMAN RESOURCES DEVELOPMENT CORPORATION

By:

By:

GUILING A. MAMONDIONG Secretary

IMELDA M. EBORA President JAN 09 2023

Signed in the presence of:

JESSICA P. WILM

ACKNOWLEDGMENT

Republic of the Philippines) City of Quezon ) S.S. X-----X

BEFORE ME a Notary Public for and in Quezon City, Philippines, this personally appeared the following persons:

Table with 3 columns: Name, ID No., Issued on/at. Row 1: GUILING A. MAMONDIONG, D00 11389A, DPA/MANILA 09/18/22

known to me to be the same persons who executed the foregoing instrument consisting of six (6) pages including the page in which this acknowledgment is written. This instrument has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this MAR 31 2023 day of 2023 at Quezon City, Philippines.

ATTY. CONCEPCION P. VILLAREÑA Notary Public for Quezon City Until December 31, 2023 P No. 3716371/ January 3, 2023 Q.C. IOP No. 167803 - Roll No. 30457 ADM Matter No. NP-005 (2022-2023) MCLE VII-0006994/ 09/21/2021 TIN No. 131-942754

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