

JANITORIAL SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract, entered into and executed this 22 October 2012 at Quezon City, Philippines by and between:

The **HOUSING AND LAND USE REGULATORY BOARD (HLURB)**, a government entity with office and business address at HLURB Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, represented by its Chief Executive Officer and Commissioner, **ATTY. ANTONIO M. BERNARDO**, hereinafter referred to as the **CLIENT**;

-and-

J/A CLEANWELL MAINTENANCE SERVICES, INC., organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at Room 412 PSMBFI Bldg. Santolan Rd., cor. 1st & 2nd West Crame San Juan City, represented herein by its Operation and Marketing Head, hereinafter referred to as the **AGENCY**.

WITNESSETH: That

WHEREAS, the **CLIENT** is desirous of engaging the services of the **AGENCY** for the purpose of providing janitorial services to the **CLIENT's** Central Office and Expanded National Capital Region Field Office (ENCRFO) which are both located at Kalayaan Ave., Quezon City, Metro Manila and such other places as designated by the **CLIENT**;

WHEREAS, as a result of the public bidding duly conducted for the purpose on July 31, 2012, the HLURB Bids and Awards Committee (BAC) recommended the award of the Contract for Janitorial Services to *J/A Cleanwell Maintenance Services, Inc.* since its offer is the most advantageous to HLURB.

NOW THEREFORE, for and in consideration of the foregoing premises and of the stipulations and covenant hereinafter set forth, the parties hereto have agreed and by these presents do hereby agree, bind and obligate themselves as follows:

ARTICLE I AREA OF RESPONSIBILITY

The **AGENCY** shall provide Janitorial Services in the Central Office and Expanded National Capital Region Field Office (ENCRFO), HLURB, hereinafter referred to as the Area of Responsibility (AOR).

ARTICLE II CONTRACT DOCUMENTS

The following documents shall form integral parts of this contract as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the parties, except as otherwise modified by the terms and conditions of the contract, or by mutual agreement of both Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government:

- | | |
|-------------|--|
| Annex "A" – | Comprehensive Housekeeping Plan for the AOR as required by Article X hereof; |
| Annex "B" – | Bidding Documents; |
| Annex "C" – | Notice of Award with AGENCY's "Conforme"; |
| Annex "D" – | Other pertinent documents as may be required by the CLIENT and the Commission on Audit (COA). |

ARTICLE III FUNCTIONS AND DUTIES OF THE JANITORIAL ATTENDANTS

The **AGENCY**, through the janitorial attendants deployed in the AOR, shall have the following responsibilities, functions and duties:

- 3.1. Provides general cleaning of air-conditioning units
- 3.2. Washes windows and venetian blinds and cleans around window sills
- 3.3. Sweeps (HLURB compound), mops, waxes and strips floors
- 3.4. Empties ashtrays, cleans mirrors and sinks, washes toilets and urinals, refills soap dispensers and soap dishes, wipes down stalls, replaces air fresheners, polishes tile, dusts furniture and empties trash cans
- 3.5. Washes building walls and ceilings
- 3.6. Cuts/removes tree trunks above roofs
- 3.7. Maintains both the indoor and outdoor plants
- 3.8. Carries and hauls furniture and fixtures, supplies and/or records
- 3.9. Performs other functions and duties specified by the **AGENCY** in its Proposed Housekeeping Plan submitted as part of the Bidding Documents.

**ARTICLE IV
MANPOWER**

The **AGENCY** shall deploy a total of ten (10) qualified janitorial attendants in accordance with the schedule fixed by the Comprehensive Housekeeping Plan. The number of janitorial attendants to be posted may be increased or decreased as necessity demands, upon written request of the **CLIENT** from time to time.

**ARTICLE V
QUALIFICATIONS OF JANITORIAL ATTENDANTS**

- 5.1. To find out if the janitorial attendants satisfy the **CLIENT'S** requirements, the **AGENCY** shall submit to the latter the following documents:
- 5.1.1. The janitorial attendant's curriculum vitae
 - 5.1.2. Updated NBI clearance
 - 5.1.3. Updated Police and Barangay clearance
 - 5.1.4. Other pertinent documents or tests to determine the competence of the janitorial attendant
- 5.2. The janitorial attendants to be deployed must possess the following minimum qualifications:
- 5.2.1. Must be at least a high school graduate;
 - 5.2.2. Must possess good moral character and reputation;
 - 5.2.3. Must be physically and mentally fit;
 - 5.2.4. Must be not less than 21 or more than 60 years of age.

**ARTICLE VI
PRESCRIBED ATTIRE AND EQUIPMENT**

- 6.1. The janitorial attendants deployed by the **AGENCY** in the AOR must be in proper uniform at all times while on duty.
- 6.2. The **AGENCY** shall provide the janitorial and gardening equipment as required under Section VII, Technical Specifications/Terms of Reference, Bidding Documents.

**ARTICLE VII
CONSIDERATION**

For purposes of billing for services to be rendered under this Contract, the **CLIENT** shall pay the **AGENCY** on the 15th and end of every calendar month, subject to auditing laws and regulations of the government.

**ARTICLE VIII
OBLIGATIONS/LIABILITIES OF THE AGENCY**

The Parties hereto hereby agree to assume and be guided by the following principles under this Contract:

- 8.1. The **AGENCY** shall exercise and provide direct supervision, control and administration over its janitorial attendants to be deployed in the AOR in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by the **CLIENT**.
- 8.2. The **AGENCY** is neither an agent nor an employee of the **CLIENT** and the janitorial attendants to be deployed by the **AGENCY** in the AOR are not in any manner to be considered as employees of the **CLIENT**.
- 8.3. The **AGENCY** alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of an employer-employee relationship.

**ARTICLE IX
REPLACEMENT OF JANITORIAL ATTENDANTS**

The **CLIENT** shall have the right to have the janitorial attendants assigned thereto changed or replaced, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interest of the **CLIENT**. The **CLIENT's** decision on the matter shall be final and binding. Failure on the part of the **AGENCY** to take appropriate action thereon within forty-eight (48) hours from receipt of formal advice from the **CLIENT** shall be considered a cause for the termination of this Contract.

**ARTICLE X
PREPARATION OF COMPREHENSIVE HOUSEKEEPING PLAN**

- 10.1. The **AGENCY** shall prepare and submit to the **CLIENT** a Comprehensive Housekeeping Plan for the AOR within ten (10) days after the issuance of Notice of Award. The Plan, once formally approved by the **CLIENT** shall be strictly observed and implemented by the **AGENCY**.
- 10.2. The **CLIENT** may request for a review and revision of the Comprehensive Housekeeping Plan and the **AGENCY** shall comply within fifteen (15) days from request.

**ARTICLE XI
POSTING OF BONDS**

To guarantee faithful compliance of the **AGENCY** with its responsibilities and obligations under this contract, the **AGENCY** shall post a performance security in accordance with Section 39 of the Revised Implementing Rules and Regulations of R.A. 9184.

**ARTICLE XII
EFFECTIVITY**

- 12.1. This contract shall be effective for two (2) years from the actual deployment of the janitorial attendants, unless sooner terminated by the **CLIENT** in accordance with the provisions of Article XV hereof.
- 12.2. This contract may be extended by the **CLIENT** subject to the result of the performance evaluation of the **AGENCY**, necessity for the services, availability of funds, and upon mutual agreement of both Parties. In the absence of the formal renewal upon expiration of this contract, the same is deemed to remain in force on a month-to-month basis, subject to termination upon a thirty (30)-day written notice by one party to the other.

**ARTICLE XIII
LIQUIDATED DAMAGES**

The **CLIENT** shall, without prejudice to its other remedies under this contract and under applicable law, deduct from the contract price, as liquidated damages, a sum equal to one-tenth of one percent (1/10 of 1%) of the contract for each week or part thereof of delay until the actual deployment of janitorial attendants up to a maximum deduction of fifteen percent (15%). Once the maximum is reached, the **CLIENT** may consider termination of the contract pursuant to Article XV hereof.

**ARTICLE XIV
PERFORMANCE CRITERIA**

The **AGENCY** shall maintain a satisfactory level of performance throughout the term of the contract. Before end of each year, the **CLIENT** shall conduct an assessment or evaluation of the performance of the **AGENCY** based on the following criteria and using the following scale – 5 (Excellent); 4 (Very Satisfactory); 3 (Satisfactory); 2 (Fair), and, 1 (Unsatisfactory):

- 14.1. Quality of service delivered
- 14.2. Time management
- 14.3. Management and suitability of personnel
- 14.4. Contract administration and management
- 14.5. Provision of regular progress reports

**ARTICLE XV
TERMINATION**

- 15.1. The **CLIENT** may terminate the contract based on grounds enumerated and procedure prescribed under the Government Procurement Policy Board (GPPB) Resolution No. 018-2004.
- 15.2. Based on the assessment prescribed under Article X-V hereof, the **CLIENT** may pre-terminate the contract for failure by the **AGENCY** to perform its obligations thereon following the procedure prescribed under the Government Procurement Policy Board (GPPB) Resolution No. 018-2004
- 15.3. That non-compliance with Labor laws and rules/regulations especially the Minimum Wage and SSS Laws and their implementing rules and regulations, and breach of the other provisions of this Contract shall likewise be ground for termination before the expiry date hereof, in which case, a written notice shall be served by the **CLIENT** to the **AGENCY** at least thirty (30) days prior to the date of such termination.

IN WITNESS WHEREOF, the parties hereunto set their hand on the date and place aforementioned.

**HOUSING AND LAND USE
REGULATORY BOARD**


**I/A CLEANWELL MAINTENANCE
SERVICES, INC.**

By:



ANTONIO M. BERNARDO
Commissioner and Chief Executive Officer

By:



MR. ERNESTO B. MACABATA JR.
President & General Manager

Signed in the presence of



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS

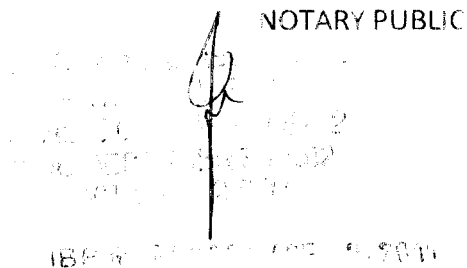
BEFORE ME, Notary Public for and in _____, this
POV 09 2012 day of _____ at _____ personally appeared:

NAME	COMMUNITY TAX CERTIFICATE NO.	PLACE/DATE ISSUED
ATTY. ANTONIO M. BERNARDO	_____	_____
ERNESTO B. MACABATA JR.	NO. - 94 207694	Jan. 24 2011

representing the Housing and Land Use Regulatory Board and J/A Cleanwell Maintenance Services, Inc., respectively, known to me to be the same persons who executed the foregoing Janitorial Services Contract consisting of seven (7) pages, including this whereon the acknowledgment is written and signed by the parties and witnesses on each and every page thereof and acknowledged to me that the same is their free act and deed as well as those of the companies they represent.

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

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