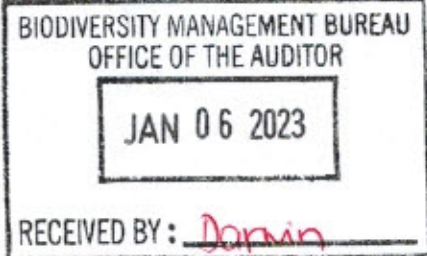


CONTRACT FOR JANITORIAL SERVICES
No. 2022-188



KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and executed this DEC 29 2022 2022 in Quezon City by and between:

The BIODIVERSITY MANAGEMENT BUREAU, an entity of the government created and existing under and by virtue of the laws of the Republic of the Philippines with office address at Quezon Avenue, Diliman, Quezon City duly represented herein by its OIC, Director, NATIVIDAD Y. BERNARDINO, hereinafter referred to as the "CLIENT";

- and -

PRC COURIER AND MAINTENANCE SERVICES, duly organized and existing under and by virtue of the laws of the Republic of the Philippines with business address at 727 Ballesteros St. Cor. Boni Avenue, Mandaluyong City, duly represented in this act by its Proprietress, MS. JOYCELYN C. WANG, hereinafter referred to as the "AGENCY";

WITNESSETH that:

WHEREAS, for the current year, the CLIENT had programmed the Procurement of Janitorial Services for Biodiversity Management Bureau for CY 2023;

WHEREAS, the CLIENT conducted public bidding for the above services in accordance with R.A. 9184 and its 2016 revised IRR;

WHEREAS, in the opening of bids conducted last 13 December 2022, only the AGENCY participated in the bidding;

WHEREAS, after the bid evaluation and post-qualification procedure, the AGENCY was found to be responsive and the BAC decided to award the contract to the AGENCY being the Single Calculated and Responsive Bidder, per attached BAC Resolution No. 2022-243 dated 28 of December 2022;

NOW, THEREFORE, for and in consideration of the foregoing premises, mutual consent and stipulations hereinafter set forth, the parties have agreed to enter into this contract under the following terms and conditions to wit:

The AGENCY shall provide, assign and designate in the CLIENT's premises the required number of janitors as reflected hereunder:

Deployment	No. of Janitors
BMB Institutional offices (including the NAPWC Protected Area Management Office)	10
Grounds/Park Restrooms/Training Center	7
Over-all Supervisor	1
TOTAL	18

ARTICLE I - OBLIGATIONS OF THE CLIENT

1.1 Pay the AGENCY every 15th and 30th of each month, upon presentation of billing and certificate of acceptance of work done for the corresponding period, duly supported by proof of payments of SSS, Philhealth and PAG-IBIG contributions;

No. of Janitors	Rate per Janitor/Month	Total for 1 month for 18 Janitors	Total for One (1) Year
18	22,817.99	P410,723.82	4,928,685.84

- 1.2 Process and effect payments of actual janitorial services rendered within fifteen (15) working days from receipt of the billing statement;
- 1.3 Monitor attendance, payment of salaries, remittances, and taxes to the government as required by law;
- 1.4 Conduct periodic inspection and require immediate replacement of defective janitorial equipment;
- 1.5 Conduct semi-annual performance evaluation to assess the quality of work of individual janitors/janitress and the Janitorial Agency performance, and determine compliance with the terms and conditions of the contract;
- 1.6 Request for a replacement of any janitors/janitress in cases of unsatisfactory performance and/or other valid causes as determined by proper authority by notifying in writing the Janitorial Agency;
- 1.7 Terminate the contract in case of gross violation thereof by means of a written notice to the Agency at least thirty (30) calendar days prior to the date of such proposed termination; and
- 1.8 Allocate additional financial resources depending on fund availability, should there be any changes referring to salary increment in accordance with the latest Wage Order of the Regional Tripartite Wages and Productivity Board - National Capital Region (NCR).

ARTICLE II - OBLIGATION OF THE AGENCY

- 2.1 Provide, assign and designate eighteen (18) janitors/janitress (9 janitors & 9 janitress), on an 8-hour, six-day work week including Holidays (313 days/year), on a continuing service within the contract period;
- 2.2 Provide additional or reduce the number of janitors/janitress as may be directed by the CLIENT through a written notice under the same terms, conditions and rate of compensation set forth in the contract of service;
- 2.3 Provide the janitors/janitress with identification cards and uniforms that will be used/worn at all times while performing their duties;
- 2.4 Deploy well-trained and thoroughly screened janitors/janitress in proper uniform, physically and mentally fit as supported by an updated medical certificate and valid NBI clearance;
- 2.5 Rotate, reassign, suspend, terminate or impose disciplinary measures on erring janitors/janitress based on the validated complaints submitted and upon written

request of the Park Operations Superintendent of the Ninoy Aquino Parks and Wildlife Center (NAPWC). Replacement/Movement/ Termination of assigned janitors/janitress should not be done or effected without prior written notice to the CLIENT at least thirty (30) days prior to the intended action of the Janitorial Agency, unless for justifiable or legal causes, which requires submission of a report of the action taken at least one (1) day after the incident;

- 2.6 Ensure the strict compliance of its workers with CLIENT rules and regulations;
- 2.7 Responsible for any loss or damage to CLIENT property due to gross negligence or deliberate act of janitorial personnel, the amount of loss or damage shall be deducted from the bill;
- 2.8 Hold CLIENT free from any action or liability arising from any claims of janitors/janitress and other personnel employed by the Janitorial Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority shall be subject to the availability of savings and upon showing of actual payment made to their employees. There shall be no employer-employee relationship between the CLIENT and the janitors/janitress and other personnel employed by the Janitorial Agency;
- 2.9 Submit the agency's monthly performance/accomplishment report to the NAPWC Park Operations Superintendent on or before the 5th of the succeeding month, and secure a "Certificate of Acceptance" as a prerequisite for payment; checklist prescribed by the CLIENT;
- 2.10 Provide cleaning supplies, materials and functional cleaning equipment specified in the agency's terms of reference; - minimum requirement indicating schedule of supplies (marked as Annex A);
- 2.11 Ensure the payment of wages on a regular schedule every 15th and 30th of each month and other benefits in accordance with the existing wage law and provisions of the Labor Code and their implementing rules and regulations;
- 2.12 Provide a reliever in the absence of janitorial personnel at no additional cost and ensure the reporting of 18 janitors as scheduled;
- 2.13 Submit on or before every 5th of the succeeding month proof of compliance with legal requirements on the payment of salaries, remittances and taxes. This will serve as a prerequisite for every billing period;
- 2.14 Hold CLIENT free from any liability from acts of its janitors/janitress which cause damage of whatever nature to BMB employees and properties or to any third party and their properties;
- 2.15 Maintain at all times the cleanliness/sanitation within the BMB premises and shall fulfill other related tasks that may be assigned by the responsible officers of the CLIENT;
- 2.16 Conduct regular disinfection activities to prevent spread of infectious disease;
- 2.17 Ensure that all supplies, materials and equipment that are provided to the CLIENT are disposed of properly;
- 2.18 Report malfunctioning water and electrical fittings and utilities (e.g. tap, faucets, electrical & water pipes, lights, switches, water closets), leakages, and wastage.

ARTICLE III - OTHER PROVISIONS

- 3.1 That the AGENCY, in coordination with the CLIENT'S representative, shall select, engage, assign, control, supervise and discharge personnel who are not, in any way, employees of the CLIENT;
- 3.2 That the person/s employed by the AGENCY shall be subject to search by CLIENT's security personnel, whenever necessary, as precaution against losses of property;
- 3.3 That equipment, supplies and materials and additional cleaning implements to be used shall be borne by the AGENCY, except for water and electrical consumption which shall be borne by the CLIENT.

This Contract shall take effect on January 1, 2023 up to December 31, 2023; provided however, that in case of violation of any provisions of the agreement, the CLIENT may terminate this Contract earlier by means of a written notice to the AGENCY at least fifteen (15) days in advance prior to date of such proposed termination.

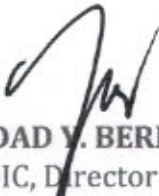
IN WITNESS WHEREOF, the parties affixed their signatures on the date and place first herein above written.

BIODIVERSITY MANAGEMENT BUREAU

PRC COURIER AND MAINTENANCE SERVICES

By :


By :


NATIVIDAD Y. BERNARDINO
OIC, Director


JOYCELYN C. WANG
Proprietress

SIGNED IN THE PRESENCE OF:


MELODY ANN L. MALANO
Park Operations Superintendent, NAPWC


ALEXANDER D. GALMA

CERTIFIED FUNDS AVAILABLE :


IZEL D. IBARDOLAZA
Accountant II

02- 05206457- 2023-01-0001- PARRIA- 50212020-00 1 289, 685.84
02- 101101- 2023- 01- 0056- 50212020- 4, 639, 00 - 00 4, 639, 00 - 00

Jan 1- Dec. 31, 2023

1 4, 928, 685.84

ACKNOWLEDGEMENT

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

DEC 29 2022

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
NATIVIDAD Y. BERNARDINO	Driver's License N25-05013964	September 8, 2017 Manila
JOYCELYN C. WANG	SSS ID NO. 03-7182550-3	

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of five (5) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this DEC 29 2022 day of 2022 in Quezon City, Philippines.

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Book No. XX
Series of 2022

[Signature]
ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
Commission No. Adm. Matter No. NP 204 (2021-2022)
IBP O.R. No. 132134 MD 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 2463255D 1/3/22 / Roll No. 33832 / TIN# 129-871-006
MCLE No. VI-0029503 valid from 12/16/19 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.