

JANITORIAL SERVICES AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this ____ day of 27 NOV 2017 2017, at the City of Pasay, Metro Manila, Philippines, by and between:

NATIONAL PRIVACY COMMISSION, a national government agency created by virtue of Republic Act No. 10173 or the Data Privacy Act of 2012, with temporary office address at Level 3, Core G, GSIS Headquarters Building, Financial Center Area, Pasay City, Metro Manila, Philippines, herein represented by its Privacy Commissioner and Chairman, **RAYMUND ENRIQUEZ LIBORO** (herein referred to as the "NPC" or the "COMMISSION")

- and -

J/A CLEANWELL MAINTENANCE SERVICES, INC., a corporation duly organized and existing under and by virtue of Philippine laws, with principal office at Room 412 Public Safety Mutual Benefit Fund Inc. (PSMBFI) Building, Santolan Road corner 1st and 2nd West Crame, San Juan City, Metro Manila, Philippines, herein represented by its President and General Manager, **ERNESTO B. MACABATA, JR.** (herein referred to as the "SERVICE PROVIDER")

NPC and SERVICE PROVIDER shall hereinafter be referred to collectively as the "PARTIES".

WITNESSETH: That -

WHEREAS, the COMMISSION approved in its CY 2017 Annual Procurement Plan the need to engage the services of a qualified, competent, licensed and independent SERVICE PROVIDER for the supply of labor, tools, equipment, materials, supplies and other related services to undertake general cleaning/maintenance of NPC offices/premises;

WHEREAS, the SERVICE PROVIDER represented and submitted certified true copies of documents indicating that it is a duly licensed, qualified and competent bonded Janitorial Agency, with Certificate of Registration No. NRC-PFO-81210-09415-089N issued by DOLE Regional Office No. NCR on 04 September 2015 and is capable providing janitorial services required by the COMMISSION;

WHEREAS, the NPC - Bids and Awards Committee (BAC) recommended the issuance of a Notice of Award to herein SERVICE PROVIDER through BAC Resolution dated 13 October 2017, and the same was approved by the NPC Privacy Commissioner and Chairman/Head of the Procuring Entity (HoPE);

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual stipulations hereinafter set forth, the PARTIES hereby agree to:

1. In accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, the following documents shall form part of this Janitorial Services Agreement (JSA), to wit:

DESCRIPTION	ANNEX
Bidding Documents	"A"
Winning Bidder's Bid	"B"
Performance Security	"C"
Notice of Award of Contract	"D"

2. **SERVICES - SERVICE PROVIDER** shall render janitorial services for eight (8)-hours per day, five (5) days a week (Monday to Friday) plus two (2) Saturdays (2nd and 4th) per month in accordance with its approved scope of service/work indicating among others the janitorial plan, manpower complement, and deployment plan, which shall form an integral part of this Agreement.
3. **NUMBER OF UTILITY PERSONNEL** - The **SERVICE PROVIDER** shall employ and utilize at least three (3) utility personnel to be deployed at NPC's temporary office address at Level 3, Core G, GSIS Headquarters Building, Financial Center Area, Pasay City; Provided however, that in the event of resignation, absence without authorized leave (AWOL), authorized leave of the utility personnel, the **SERVICE PROVIDER** shall immediately deploy a substitute/replacement to ensure no interruption of service to the Commission.
4. **CHANGE OF OFFICE LOCATION** - The conditions and obligations set forth in this Agreement shall remain and be observed in the event that the NPC transfers its office location to the Philippine International Convention Center (PICC).
5. **QUALIFICATION REQUIREMENTS OF THE UTILITY PERSONNEL** - The **SERVICE PROVIDER** shall provide qualified and skilled personnel with sufficient experience in general cleaning/maintenance of office premises, subject to the following minimum qualifications:
 - a) Filipino citizen;
 - b) Male or female;
 - c) Not less than 18 years old;
 - d) At least high school graduate;
 - e) Well- trained physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay; and
 - f) Agency training on proper housekeeping, cleaning and use janitorial equipment.
6. **CONTROL AND SUPERVISION AND PROPER OBSERVANCE OF OFFICE DECORUM** - The utility personnel shall be the employee of the **SERVICE PROVIDER** and the latter shall ensure that they religiously report for work and effectively and efficiently perform their duties and responsibilities as herein provided, with proper observance of office decorum and proper coordination with the head of Finance and Administrative Office (FAO) of the Commission.

7. **UNIFORM** - The **SERVICE PROVIDER** shall ensure that the utility personnel are provided with proper uniforms and identification cards which they shall wear everyday in reporting for work.
8. **TOOLS, MATERIALS AND EQUIPMENT** - The **SERVICE PROVIDER** shall provide sufficient supplies, tools and equipment of such quality and acceptable to the **COMMISSION** as stated in Section V-Schedule of Requirements in the Bidding Documents and necessary to fulfill its obligations under this Janitorial Services Agreement (JSA).

The **SERVICE PROVIDER** shall provide, sufficient for a two-week period, supplies and materials to be stored at the designated place in the NPC Office and should be made available for use at all times; That the **SERVICE PROVIDER** may re-align the quantity of supplies and materials should there be any shortage, subject to the prior approval of the Chief, Administrative Services Division of the **COMMISSION**.

9. **RATE ADJUSTMENT AND ESCALATION DUE TO WAGE ORDER** - Should there be any law or executive order mandating the increase in the minimum wage or requiring additional compensation, the parties shall, upon mutual agreement of the parties in a written document, adjust the rates stipulated.
10. **PERFORMANCE ASSESSMENT** - The **SERVICE PROVIDER** shall maintain a satisfactory level of performance throughout the one (1)-year term of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007.

11. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 11.1. Provide and deliver, at its own expense, all the required services such as: personnel; cleaning and sanitizing supplies/materials; tools and equipment as indicated in Section VI - Schedule of Requirements of the **COMMISSION**;
- 11.2. The **SERVICE PROVIDER** shall ensure that all the supplies/materials, tools and equipment as required in this JSA be readily available to ensure no delays in the provision of general cleaning, maintenance and other related services;
- 11.3. The following scope of work shall be observed by the **SERVICE PROVIDER**; as indicated under Section VII - Terms of Reference of the bidding documents:

ITEM	SERVICES	ITEMS/AREAS TO BE CLEANED	FREQUENCY (Minimum Requirements)
A. Janitorial Services			
1.	Sweeping, mopping, spot scrubbing	Floor areas of the office	Daily
2.	Dusting/damp wiping and polishing	Vertical and horizontal surfaces; tables; chairs; cabinets; racks; computers/printers;	Daily

		furniture and fixtures; other equipment	
3.	Trash removal: emptying and cleaning of waste cans/baskets and proper disposal of garbage	Waste cans and baskets	Daily/at the end of the day
4.	Cleaning, deodorizing and disinfecting	Comfort rooms; wash rooms and pantries	Three (3) times a day
5.	Shampooing/vacuuming	Carpeted floor areas; fabric upholstery	Once a week
6.	Cleaning	Electric fans; refrigerators; lighting casings; window blinds; drinking water dispensers; shelves or filing cabinet	As directed by the Commission
7.	General Cleaning	All areas	Twice a month
Miscellaneous Services			
8.	Carrying or hauling of furniture and fixtures, supplies, records, etc.		As needed
9.	Other janitorial activities and related services that maybe assigned from time to time by NPC officials and employees		As needed
10.	Reporting of all breakage and electrical malfunctions, plumbing, necessary repair works, etc.		As needed

- 11.4. The **SERVICE PROVIDER** shall provide and implement a proper Waste Segregation Management Plan, with supplies and materials as part of the housekeeping plan. This will form part of daily routine activities and segregation practice of waste materials by **SERVICE PROVIDER**'s personnel for sanitation and environmental cleanliness in compliance with Republic Act 9003 (RA 9003), otherwise known as the "Ecological Solid Management Act of 2000";
- 11.5. In case of breakdown/malfunction of any delivered tools and equipment, the **SERVICE PROVIDER** shall effect immediate replacement of the same;
- 11.6. The utility personnel provided by the **SERVICE PROVIDER** shall observe all office rules and regulations prescribed by the **COMMISSION** including subjecting all utility personnel to appropriate security inspection every time they enter and leave premises;
- 11.7. The **SERVICE PROVIDER** warrants that all utility personnel shall observe the highest courtesy and respect towards all officials and employees, including authorized visitors of the **NPC**, in the execution of their duties;
- 11.8. The **SERVICE PROVIDER** shall comply with existing and applicable labor laws, rules and regulations and warrants proper payment of salaries, benefits, and allowances to its utility personnel within the legal rates.

12 DUTIES AND RESPONSIBILITIES OF THE COMMISSION

12.1 The **COMMISSION**, through its Administrative Services Division, shall monitor the implementation of the approved Janitorial Plan, manpower, complement and deployment plan schedule in accordance with the specifications and conditions herein provided;

12.2 Payment by the **COMMISSION** to the **SERVICE PROVIDER** shall be on a monthly basis, and upon submission of billing statement and notarized affidavit that the **SERVICE PROVIDER** has complied with the provision of labor laws, rules and regulations.

13 LIABILITY OF THE SERVICE PROVIDER - The **SERVICE PROVIDER** shall assume full responsibility and shall be held liable for any property loss or damage that result from the unlawful acts and/or inexcusable negligence of the utility personnel or failure to perform their duties as hereunder stated.

14 POSTING OF BOND - The **SERVICE PROVIDER** shall post a bond equivalent to thirty percent (30%) of the contract price, to guarantee the faithful performance of its obligations effective during the duration of the contract.

15 DURATION OF THE AGREEMENT - The JSA shall be effective within five (5) working days upon receipt of Notice to Proceed by the **SERVICE PROVIDER** and shall remain in full force and effect for one (1) year, unless otherwise terminated by the Commission due to justifiable ground/s.

16 AMENDMENTS - Any changes, modifications, revisions or amendments to this JSA must be mutually agreed upon by and between the parties to this JSA, incorporated in a written instrument, and effective when executed and signed by all parties to this JSA.

17 VENUE OF ACTIONS - In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasay City to the exclusion of all other courts, subject to prior resort to alternative dispute resolution under Republic Act 9285.

18 ALTERNATIVE DISPUTE RESOLUTION - In the event of any dispute or difference of any kind whatsoever arising out of or relating to this Agreement, the parties shall exercise their best efforts to resolve the dispute or difference by mutual consultation as soon as possible. In the event that the parties cannot, by exercise of their best efforts resolve the dispute or difference, they shall submit their dispute for Administrative Settlement or Adjudication pursuant to Article XVIII, Section 59 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this _____ day of _____ 2017 in Pasay City, Metro Manila, Philippines.

27 NOV 2017

NATIONAL PRIVACY COMMISSION

J/A CLEANWELL MAINTENANCE SERVICES, INC.

By:



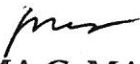
RAYMUND ENRIQUEZ LIBORO
Privacy Commissioner and
Chairman

By:



ERNESTO B. MACABATA, JR.
President and General Manager

Signed in the Presence of:



BELMA G. MARTINEZ
Signature over Printed Name



RUSTY V. SANTIAGO
Signature over Printed Name

ACKNOWLEDGMENT


BERORE ME, a Notary Public for and in the City of Pasay, Philippines, personally appeared the following:

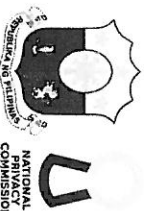
NAME	GOV'T ISSUED ID/Date issued/ Expiration Date
RAYMUND ENRIQUEZ LIBORO	Passport - EB 790 7944 DFA Manila/17 April 2018
ERNESTO B. MACABATA, JR.	

Known to me and to me known to be the same persons who executed the forgoing Janitorial Services Agreement and they acknowledged that the same is their true act and voluntary will and deed as well as the true will and deed of the entities they represent. The foregoing instrument consists of six (6) pages, including this page where the acknowledgment is written, and has been signed by the authorized representatives of the parties on the space above their names and on all pages at their margins, including their witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 27 day of NOV 2017 2017 at the City of Pasay, Metro Manila, Philippines.

Doc. No. 340;
Page No. 69;
Book No. 1;
Series of 2017.


ATTY. HENRY D. ANOSTA NOTARY PUBLIC
NOTARY PUBLIC CITY OF PASAY
UNTIL DECEMBER 31, 2017
NOTARIAL COMMISSION NO. 17-23
UNTIL B J 11 BLDG. 1858 SEN. GIL PUYA
AVE. COR. TRAMO PASAY CITY
IBP NO. 1047411 01/03/2017 Z.N
PTR NO. 5995352 01/03/2017 MLA
MCLF COMPLIANCE NO. VI-0025967
VALID UNTIL APRIL 4, 2022
ROLL OF ATTORNEY'S NO. 29679
TIN: 172-528-620-000



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

NOTICE TO PROCEED

04 December 2017

ERNESTO B. MACABATA, JR.

President and General Manager

I/A CLEANWELL MAINTENANCE SERVICES, INC.

Room 412 Public Safety Mutual Benefit Fund, Inc. Bldg.

Santolan Road corner 1st and 2nd Street

West Crame, San Juan City

Attention:

RUSTICO V. SANTIAGO

Operation and Marketing Head

Authorized Representative

Dear Mr. **MACABATA, JR.:**

Notice is hereby given to **I/A Cleanwell Maintenance Services, Inc.** for the commencement of One (1)-Year Janitorial Services for the National Privacy Commission (NPC) in accordance with the terms and conditions of the attached Janitorial Services Agreement.

Kindly acknowledge receipt and acceptance of this notice by signing both the copies in the space provided below. Keep one (1) copy and return the other to the NPC within three (3) days upon receipt of this notice.

Very truly yours,


RAYMUND ENRIQUEZ LIBOROS
Privacy Commissioner and Chairman

I acknowledge receipt of this notice on MARY JOY Recepcion - 12-04/2017
Name of the authorized representative of the Bidder _____
Signature of the authorized representative _____