

CONTRACT FOR JANITORIAL/UTILITY SERVICES AND DRIVERS

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is entered into and executed by and between:

The OFFICE OF THE OMBUDSMAN IN MINDANAO, an Agency created and established by the Constitution of the Republic of the Philippines, with office address at Office of the Ombudsman, Corner Earth and Libra Streets, GSIS Heights, Matina, Davao City, represented herein by **HONORABLE RODOLFO M. ELMAN**, Deputy Ombudsman for Mindanao, hereinafter referred to as the **FIRST PARTY**;

-and-

ANLEO MAINTENANCE & ALLIED SERVICES, a duly licensed manpower services agency under and by virtue of the laws of the Philippines, with principal office address at Mitsui, Bussan Village Bajada, Davao City, represented herein by **MR. ANDRES L. RECONES**, Proprietor/Manager, herein referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the **FIRST PARTY**, after the conduct of a public bidding by its Bids and Awards Committee, awarded the Contract to the **SECOND PARTY** after finding out that its proposal is the Lowest Calculated and Responsive Bid.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations hereinafter set forth, the parties have agreed, as they mutually agree to the following:

1. That the **SECOND PARTY** shall provide ELEVEN (11) JANITORIAL/UTILITY SERVICES AND DRIVERS to work for the **FIRST PARTY** at its office address at Office of the Ombudsman, Corner Earth and Libra Streets, GSIS Heights, Matina, Davao City, and at the Ombudsman Cagayan Regional Office, Cagayan de Oro City, from Mondays to Fridays, excluding their assigned day-offs, Saturdays, Sundays and Holidays;
2. For common frame of reference, the word "personnel" in this contract shall refer to the janitors/utility and driver personnel to be assigned by the **SECOND PARTY** to the **FIRST PARTY**;
3. That the **FIRST PARTY** shall determine the number of drivers, among the personnel, to be assigned in its offices;
4. That aside from their regular functions as utility personnel, those assigned as drivers shall perform driving activities and errands for the **FIRST PARTY**, including driving for its lawyers during the conduct of official hearings and office-related activities and such other tasks that may be assigned to them in the exigency of the service;
5. That the personnel to be assigned to the **FIRST PARTY** shall possess the appropriate experience, technical skills and competencies required for the job; they shall also be mentally, emotionally and physically fit, of good moral character and

Handwritten signatures and initials on the left margin, including a large signature at the top and initials 'R' and 'M' below it.

- reputation, honest, hardworking, cooperative and with positive disposition. The FIRST PARTY may ask for the immediate relief or replacement of the assigned personnel anytime and for whatever reason without the need for written evaluation;
6. That the SECOND PARTY shall provide the FIRST PARTY copy of the most recent NBI, Police and Court Clearances and Medical Certificate of the personnel to be assigned to the FIRST PARTY;
 7. That the personnel to be assigned to the FIRST PARTY are exclusive employees of the SECOND PARTY and that there is no employee-employer relationship between the assigned personnel and the FIRST PARTY;
 8. That the SECOND PARTY, as direct employer of the personnel who are assigned to the FIRST PARTY, hereby agrees to comply with the Labor Code of the Philippines and such other related laws bearing on employment, including minimum wage, workmen's compensation, employer's liability, SSS, Philhealth coverage, PAG-IBIG Fund, income tax payment, permit fee and other requirements necessary for the execution of work;
 9. That the SECOND PARTY shall regularly supervise, monitor and discipline its personnel, taking into consideration the rules, policies and regulations of the FIRST PARTY. The FIRST PARTY shall also exercise direct supervision and control to the personnel assigned insofar as work implementation and adherence to rules, policies and regulations are concerned;
 10. That the SECOND PARTY shall not hold the FIRST PARTY responsible for any liability, suit, action, demand or cost of fees on account of death, and/or injuries arising from the performance of the duties and responsibilities of the personnel assigned to the latter;
 11. That the SECOND PARTY shall assume responsibility for any and all acts or omissions committed or allowed to be committed by the assigned personnel, resulting in the loss or damage to any of the property of the FIRST PARTY and its employees;
 12. That in case of absence of the assigned personnel, the SECOND PARTY shall provide a replacement to be sent immediately to the office of the FIRST PARTY;
 13. That the FIRST PARTY shall determine the number of personnel to be assigned to its office and upon written notice, may increase or decrease the number of assigned personnel;
 14. That the SECOND PARTY, upon request of the FIRST PARTY, shall provide additional personnel to the latter to be assigned to its Regional Office/s outside of Davao City;
 15. That the SECOND PARTY shall submit to the FIRST PARTY a copy of proof of remittance of SSS, PHILHEALTH, PAG-IBIG Fund and ECC premium not later than the 3rd week of the month after the quarterly payment;
 16. That the general conditions and requirements enumerated in the bid proposal and such other rules and regulations applicable hereto, including those found in the submitted post qualification documents are acknowledged by the parties as part of this contract.

17. That the scope of work contemplated in this Contract shall include daily maintenance and cleaning of the entire area occupied by the FIRST PARTY, viz:

DAILY ROUTINE OPERATIONS

- a. Sweeping, mopping, spot scrubbing and polishing of floors, stairways and alleys
 - b. Cleaning, disinfecting, sanitizing and deodorizing of all the washrooms including toilet bowls, urinals and lavatories
 - c. Dusting and cleaning of all glass tops, inside windows, window ledges, pieces of furniture, fixture, equipment, cabinets, and partitions
 - d. Washing of utensils
 - e. Dusting and cleaning of horizontal and vertical surfaces, columns, ceiling and walls
 - f. Maintenance of the cleanliness and orderliness of the 4th floor
 - g. Disposal of trash from the confines of the building to receptacles provided for this purpose, and other related duties
 - h. Watering, transferring and taking care of plants and vegetable garden
 - i. Maintenance of the fishpond
 - j. Transferring of equipment/paraphernalia from one office to another/to the storage area
 - k. Transferring/Routing of documents
 - l. Sorting, arranging, filing and shredding of documents
 - m. Messengerial work
 - n. Perform other errands inside and outside the office premises as directed by the Head of Office or by their authorized representative/s;
 - o. Washing of official vehicles, and
 - p. Other related works that maybe assigned by the supervisor/s.
18. That in accordance with the schedule of operations, the general cleaning by the assigned personnel shall be performed once a month, preferably on a Saturday, which shall cover the following:

- a. Removing of stubborn dirt, stain and cob-webs
- b. Polishing of floor
- c. Wiping of walls, partitions and glass windows
- d. Wax stripping and waxing of floors
- e. Shampooing of carpets
- f. Cleaning and disinfecting of comfort rooms
- g. Watering, planting and replanting of plants and vegetables
- h. Vacuum cleaning
- i. Floor polishing
- j. Sweeping, mopping, spot scrubbing and polishing of floors, stairways and alleys, among others
- k. Cleaning of fishpond
- l. Cleaning of grease traps
- m. Cleaning and scrubbing of open grounds, and
- n. Other related works that maybe assigned by the supervisor/s

The general cleaning shall be supervised directly by the supervisor of the SECOND PARTY;

19. That the SECOND PARTY shall provide/deliver the floor polisher, mop squeezers and vacuum cleaners immediately upon signing of this Contract, and shall remain with the FIRST PARTY during the duration of the contract;

20. For and in consideration of the above-stated conditions and services, the FIRST PARTY, applying the minimum wage provided for by law, shall pay the SECOND PARTY at the rate of ₱11,472.73 per month for each of the personnel assigned at Ombudsman-Mindanao, Davao City, for twenty-two (22) days of work at eight (8) hours per day which shall be paid within the reasonable number of working days from receipt of the FIRST PARTY of the complete and accurate statement of account from the SECOND PARTY. In case of overtime work rendered by the personnel of the SECOND PARTY, the FIRST PARTY shall pay the SECOND PARTY an overtime pay at the rate of:

OVERTIME DAY/S	PER HOUR (Peso)	PER MINUTE (Peso)
During regular working days and non-working days	61.88	1.03
During legal holidays	99.00	1.65
During special days	64.35	1.07

However, in case of leave/absences/tardiness, corresponding deductions shall be effected from the payroll of the concerned personnel at the rate of:

(exclusive of administrative cost)
 Per Day : ₱ 396.00
 Per Hour : ₱ 49.50
 Per Minute : ₱ .83

21. That the FIRST PARTY shall pay the SECOND PARTY at the rate of ₱10,569.31 per month for one (1) personnel (janitor/utility personnel/driver) assigned at Ombudsman-Cagayan de Oro City (OMB-CDO);
22. In case of overtime work rendered by the personnel assigned at OMB-CDO, the FIRST PARTY shall pay the SECOND PARTY an overtime pay at the rate of:

OVERTIME DAYS	PER HOUR (Peso)	PER MINUTE (Peso)
During regular working days and non-working days	57.03	.95
During legal holidays	91.25	1.52
During special days	59.31	.99

However, in case of leave/absences/tardiness, corresponding deductions shall be effected from the payroll of the personnel assigned at OMB-CDO at the rate of:

(exclusive of administrative cost)
 Per Day : ₱ 365.00
 Per Hour : ₱ 45.63
 Per Minute : ₱ .76

23. To ensure faithful performance of the services stipulated in this Contract, the SECOND PARTY agrees to post a Performance Bond issued by the Government Service Insurance System (GSIS) or any insurance or bonding company duly registered/licensed by the SECOND PARTY.

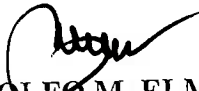
[Handwritten signatures and initials on the left margin]

- 24. The FIRST PARTY may extend this contract, under the same terms and agreement, on a monthly basis, thereafter as necessary.
- 25. Should there be a violation of this contract, the aggrieved PARTY may terminate this contract upon written notice to the other PARTY at least thirty (30) days before its termination.
- 26. Whereas, this Contract takes effect on 1 April 2019 up to 31 December 2019.

IN WITNESS WHEREOF, we have hereunto set our hands this March 15, 2019 in Davao City, Philippines.


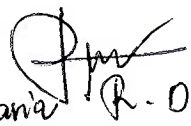
**OFFICE OF THE OMBUDSMAN
IN MINDANAO**
(First Party)

**ANLEO MAINTENANCE &
ALLIED SERVICES**
(Second Party)


RODOLFO M. ELMAN
Deputy Ombudsman for Mindanao


ANDRES L. RECONES
Proprietor/Manager

SIGNED IN THE PRESENCE OF WITNESSES:

- 1.  _____
- 2.  Rosa Maria R. Dumaran _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF DAVAO) s.s.
x-----x

BEFORE ME, a Notary Public in the City and Province of Davao, on this MAY 17 2019 _____, personally appeared ATTY. RODOLFO M. ELMAN, Deputy Ombudsman for Mindanao, with I.D. No. 896000; and MR. ANDRES L. RECONES, with ID No. SSS ID No. 0907118930, Proprietor of ANLEO Maintenance and Allied Services, both known to me to be the same persons who executed the foregoing instrument and that they acknowledged the same to be their true and voluntary act and deed.

WITNESS MY HAND AND SEAL.

Doc. No. 23 ;
Page No. 06 ;
Book No. 109 ;
Series of 2019

ATTY. RODRIGO T. TONGO
Notary Public
Valid until December 31, 2020
IBP No. 057058 - 12-17-18 / DC
PTR No. 1483369 - 12-27-18 / DC
Roll No. 43853
TIN 101-877-256
2nd Flr Lourdes Bldg., Lapu-Lapu St.
Agdao, Davao City
SN 2019-165-2020