



CONTRACT FOR MANPOWER SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into in Quezon City, Philippines by and between:

The **BUREAU OF BROADCAST SERVICES**, a government agency duly organized under Philippine laws with principal office address at 4th Floor PIA Building, Visayas Avenue, Quezon City, represented herein by its Director, **RIZAL GIOVANNI P. APORTADERA, JR.**, hereinafter referred to as **BBS**;

-and-

The **CMPT MANPOWER SERVICES**, organized and existing under and by virtue of the laws of the Republic of the Philippines, holding its office at No. 599 Mc Arthur Highway, Caloocan City, represented herein by **MARISSA F. PAZ**, hereinafter referred to as **AGENCY**.

WITNESSETH:

WHEREAS, Bureau of Broadcast Services needs manpower service provider to provide janitors, drivers, and office staff to render manpower services for the BBS Central Offices;

WHEREAS, in a public bidding conducted for the purpose, AGENCY was declared as having the single calculated/rated responsive bid by the BBS Bids and Awards Committee (BAC), which shall form part of this contract in addition to the following: Invitation to Bid, Bid Form including all documents statements contained in the two bidding envelopes, pre-qualification documents, BAC Resolution No.001 series of 2020, Performance Security and Notice of Award;

WHEREAS, Bureau of Broadcast Services accepted said offer of AGENCY;

NOW, THEREFORE, in view of the foregoing premises and of the mutual covenants and stipulations hereinafter provided the parties hereto have agreed as follows:

ARTICLE I SCOPE OF WORK

1. AGENCY shall provide adequate and effective janitorial, driving and office work services to the BBS by performing the following:

JANITORS

Daily

- 1.1.1 Sweeping, mopping, spot scrubbing, buffing and/or push brushing of office floors; lobbies; stairways, landings, and corridors.
- 1.1.2 Cleaning, dusting, damp-wiping and/or polishing of office furniture and equipment; glass doors, windows and panels, window sills, stairs railings, and all other vertical and horizontal surfaces.
- 1.1.3 Cleaning, disinfecting, and sanitizing toilets including removal of debris/rubbish that clog toilet bowls, urinals, lavatories and drains.
- 1.1.4 Emptying, collecting, cleaning and disposal of contents of cigarette urns/trays, waste/garbage receptacles; and other debris and dispose to dump site.
- 1.1.5 Making sure corridors, lobbies, stairways and landings are free of obstructions.
- 1.1.6 Perform other janitorial and/or miscellaneous jobs when and where required:
 - a) Assist in carpentry works, plumbing, masonry works, etc.
 - b) Assist in repairs, renovation, upgrades and other building maintenance works.

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Weekly

- 1.1.7 General cleaning and polishing of floors, walls, railings and fixtures.
- 1.1.8 Washing windows and thorough cleaning of immediate premises.
- 1.1.9 Thorough cleaning and disinfecting of toilets.

Periodic

- 1.2.0 Cleaning of cabinets, blinds, draperies, carpets and furniture (Monthly).
- 1.2.1 Thorough cleaning of ceiling and other surfaces not reached daily (Quarterly).

DRIVERS

Daily

- 1.1.1 Safe driving for BBS officials and employees.
- 1.1.2 Cleaning the inside and outside and checking the physical condition of the office vehicle before start of Tour of Duty.
- 1.1.3 Checking of Engine Oil level, Brake Fluid, Tire Pressure before start of Tour of Duty.
- 1.1.4 Perform minor maintenance work on vehicle.
- 1.1.5 Perform other driving and/or miscellaneous jobs when and where required.

OFFICE STAFF

Daily

- 1.1.1 Perform basic office functions
- 2. AGENCY shall provide six (6) janitors, [five (5) males and one (1) female] and ten (10) drivers who shall work six (6) days a week and eight (8) hours a day with one (1) day-off each week and four (4) office staff who shall work five (5) days a week and eight (8) hours a day with two (2) days-off each week. It is agreed by the AGENCY that it shall maintain at all times the stipulated number of personnel. Regular floating relievers shall take the place of those personnel on day-off and/or absent.
- 3. AGENCY shall be liable for any loss, injury or damages to life and/or property within the Tour of Duty of the AGENCY's driver/s which BBS finds, after proper investigation, as having arisen directly due to the dereliction, fault or negligence and/or deliberate act or intent of the AGENCY's driver/s.
- 4. AGENCY shall answer for any damage and/or losses to the property of the BBS which BBS finds, after proper investigation, as having arisen directly due to the dereliction, fault or negligence and/or deliberate act or intent of the AGENCY's personnel.

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ARTICLE II
PAYMENT

1. For and in consideration of the manpower services to be rendered by the AGENCY to BBS, the BBS shall, during the term of the contract, pay the AGENCY the amount of **FOUR MILLION FIVE HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED EIGHTY EIGHT PESOS (PhP 4,555,988.00)** for a period of eleven (11) Months from February 01, 2020 to December 31, 2020 on the basis of eight (8) working hours a day, Sundays and Holidays included, excluded from Value Added Tax (VAT), subject to adjustments if found not in accordance with auditing and accounting rules.
2. BBS shall pay AGENCY based on the latter's actual performance of the services called for under this Contract taking into account the actual number of personnel, their actual tour of duty and respective compensation per month. It is understood that AGENCY's billing includes all the statutory compensation and benefits due to its personnel as provided for under but not limited to the Minimum Wage Law, Social Security Act, the Workmen's Compensation Act and the Labor Code, as amended.
3. BBS shall, in addition to the right to audit the payroll of AGENCY as stipulated in Section IV, Item No. 8 of the General Conditions Contract, BBS Bidding Documents, and in its obligation to do so, shall send its duly authorized representative to oversee the payment of wages to the personnel assigned to BBS.

ARTICLE III
MANNER OF PAYMENT

1. Payment shall be made every fifteen (15) days of the month for manpower services rendered per billings submitted by AGENCY. The bill of AGENCY shall be supported by a properly accomplished payroll showing the gross amount earned deductions and the net amounts payable to the personnel and properly signed daily time records. Accomplished time cards shall be submitted. The number of personnel considered for billing purposes shall not exceed those listed in the duly approved personnel deployment roster covering the billing period.

There shall be accomplished two (2) copies Daily Time Records (DTR) duly approved by the BBS responsible officer, one of which will be retained by BBS.

Billings must be submitted by the AGENCY not later than ten (10) days after the lapse of each fifteen (15) day billing period as proof that AGENCY is committed with maintaining its liquidity to pay the personnel salaries on time.
2. AGENCY hereby binds itself to pay its employees in accordance with the provisions which may arise under existing laws and shall comply with the provisions of Philippine Laws relative to its employees.
3. For information purposes, AGENCY shall, every end of the month, submit to BBS reports and/or information concerning illness and/or accident occurring or befalling its employees assigned to the premises of BBS; if BBS becomes liable to any employee of the AGENCY under the provisions of any law resulting from AGENCY's failure to comply with said law, AGENCY shall reimburse BBS for all payments made to said employee. The performance bond filed by AGENCY shall also answer for this contingency, including attorney's fees and cost of suit. AGENCY shall, together with its billings, submit to BBS a sworn statement certifying that it has paid the salaries, wages, and/or benefits due to its personnel under the law for the billing period.
4. For the duration of the contract the AGENCY is entitled to request for adjustment of the contract price in the event the minimum wage is increased or where there is an increase in fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order, provided the AGENCY presents acceptable proof thereof..

ARTICLE IV
OBLIGATIONS AND RESPONSIBILITIES OF AGENCY

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1. It is expressly understood and agreed that for all legal intents and purposes, all the personnel of AGENCY employed under this Contract shall **not** be considered employees of BBS. Manpower AGENCY assumes full responsibility for the faithful and complete performance by the personnel of all their duties pursuant to the provisions of this Contract.
2. AGENCY shall ensure and guarantee that its personnel shall familiarize themselves with BBS officers and all the network's personnel, and at all times, accord them the highest respect and courtesy.
3. AGENCY shall submit promptly a report of all incidents of loss, injury or damage to life and property involving BBS properties and personnel immediately but not later than the following day after their occurrence.
4. AGENCY shall provide each personnel its appropriate AGENCY owned equipment, tools, materials and supplies as required in this Contract or that which may be required by BBS as required by the situation, during his tour of duty.
5. AGENCY shall exercise effective administration, control, supervision and inspection to prevent any violation, commission and other anomalous acts of the personnel on duty. Further, in the performance of their duties, and that all accidents or occurrences to any and/or all persons within the serviced area shall be the sole responsibility of AGENCY. However, AGENCY shall not implement any action affecting the personnel without the prior knowledge, concurrence and/or approval of the BBS Director.
6. AGENCY shall provide appropriate identification card, uniforms and shoes to each personnel at the start of this Contract to be worn at all times during their tour of duty.
7. AGENCY hereby guarantees that all personnel shall follow all regulations, policies and programs and plans of BBS to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all personnel shall observe the highest courtesy and respect towards all officials and employees of BBS, including authorized visitors in the execution of their duties.
8. AGENCY shall provide BBS with the number of personnel as stated in Annex "A" hereof, and any decrease or increase in the number of personnel without the written approval of the BBS Director shall be a sufficient ground for the termination of this Contract.
9. AGENCY shall diligently and faithfully serve the best interest of BBS in rendering its services and shall not during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any information concerning the business affairs of BBS which the members of the Manpower AGENCY may have acquired by reasons of such contractual relationship.
10. AGENCY hereby guarantees that the salaries of the personnel detailed with the BBS shall be paid on time and reflected accurately in the payroll submitted to the BBS for reimbursement. Any repetitive and, unjustified delays in the payment of the salaries attributable mainly to the AGENCY, or if the personnel are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for the BBS to undertake direct payment scheme or terminate the service contract.
11. AGENCY shall guarantee that its employer's share for SSS premiums, EEC, Medicare and other benefits and the corresponding employees' share, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for BBS to remit those amounts directly to the concerned government agencies.
12. AGENCY shall employ experienced, licensed and uniformed personnel who shall meet the following qualifications:
 - a. Physically fit, normal weight corresponding to height, age between 21 and 35 years;



- b. Not related to any BBS personnel being serviced within the fourth civil degree of consanguinity and affinity;
 - c. Of good moral character, sound mind, honest, courteous and reliable. Must have clearance from the local police, the National Bureau of Investigation, and for drivers, a Certificate from a neuro-psychiatrist duly accredited by the Philippine National Police as an additional requirement;
13. AGENCY personnel shall be under the Agency with respect to deployment, work shifts and execution plans, in consultation with the BBS Director or his designated representative.
14. The Manpower Service Provider shall provide MONTHLY, at a minimum, the following cleaning supplies and materials to be used during the contract implementation:
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| 1. Dishwashing Liquid | - 2 Gallon |
| 2. Floor Wax Liquid for Tiles | - 2 Gallons |
| 3. Plastic Trash Bag XXL | - 200 Pieces |
| 4. Bowl Cleaner | - 1 Gallon |
| 5. Toilet Air Freshener | - 1 Gallon |
| 6. Declogger | - 1 Gallon |
| 7. Toilet Deodorant | - 1 Dozen |
| 8. Furniture Polish | - 5 Tubes |
| 9. Muriatic Acid | - 1 Gallon |
| 10. Scrubbing Pad | - 10 Pieces |
| 11. Glade | - 5 Tubes |
| 12. Powder Soap | - 5 Kilos |
| 13. Liquid Hand Soap | - 6 Gallons |
15. The Manpower Service Provider shall provide the following cleaning equipment/tools, in good running condition, to be used during the contract implementation:
- 1. Electric Floor Polisher
 - 2. Mop Bucket/Squeezer
 - 3. Trash Can, 11x8 ½ x 10
 - 4. Glass Wiper/Squeegee
 - 5. Pail 11 ½ x 12 ½ -
 - 6. Extension Cord-Heavy Duty 10 meters -
 - 7. Water Hose at least 40 meters -
 - 8. Dipper, Regular
 - 9. Metal Polish
 - 10. Doormat, cotton, 17x24
 - 11. Dust Pan
 - 12. Hand Brush
 - 13. Mop Head
 - 14. Mop Handle
 - 15. Push Brush, Big with wooden handle
 - 16. Soft Broom, Thick, Good Quality
 - 17. Stick Broom, Big
 - 18. Toilet Bowl Brush with handle
 - 19. Toilet Pump

ARTICLE V
PERFORMANCE/ SURETY BOND

- 1. AGENCY shall at the time of the signing of the Contract, file a performance bond (penal bond) in the any of the following forms: cash, manager's/cashier's check, bank draft/guaranteed or irrevocable letter of credit, issued by a Universal or Commercial Bank in the amount equivalent to five percent (5%) of the total contract price or surety bond equivalent to thirty percent (30%) of the contract price for a term or effective period of ten (10) days more than the duration of this Contract, to guarantee the faithful and satisfactory fulfillment of all the Agency's obligation under this Contract.

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2. This bond shall entirely be forfeited in favor of BBS upon default of AGENCY and it shall be answerable for any and all damages and losses that may be suffered by the BBS as a result of the failure of AGENCY to perform any of its obligations under this Contract. BBS shall release this bond at the expiration or termination of this Contract provided that there are no pending claims filed against the AGENCY and/or the Surety Company.

ARTICLE VI
RIGHTS OF BBS

1. The BBS Director or his authorized representative shall have the right to inspect the AGENCY's personnel at any time, to ensure the proper adherence of its personnel to the provisions of the Contract and to make sure that all supplies, materials and equipment due to the BBS are in accordance with the Contract. This right of inspection by BBS shall not relieve AGENCY from full responsibility for any inadequate performance of its personnel and the contents thereof.
2. It is the obligation of BBS to impose disciplinary sanctions for any violation committed by the AGENCY personnel, during his tour of duty or off duty, inside the premises covered by the service contract. Any such violation, which comes first to the attention of BBS, shall be reported by the same in writing to the AGENCY for appropriate action.
3. BBS shall have the right to increase or decrease the number of personnel as the need arises. AGENCY shall correspondingly increase or decrease the number of personnel within twenty-four (24) hours from receipt of a written notice to that effect from BBS and AGENCY shall submit to the BBS Director within the first five (5) days of each month the updated list of personnel so assigned, indicating the installation, name and residence address of personnel, SSS number, tax account number, disposition and the schedule.
4. If the need arises, BBS shall inform AGENCY in writing that a contracted personnel is, in its findings and/or opinion, undesirable, such AGENCY personnel shall be relieved by AGENCY within twenty-four (24) hours. Also, for any reason which it deems necessary to protect its interest, BBS shall request in writing the revamp of the entire personnel, and the same shall be effected without additional cost on the part of BBS.
5. The BBS Director shall have the right to ask for reassignment of the AGENCY's individual personnel to any BBS offices or stations.
6. BBS shall have access to records of payment of salaries and/or auditorial right over the payroll of the Manpower Service Provider.

ARTICLE VII
RIGHT OF BBS TO TERMINATE CONTRACT

1. It is expressly understood herein that the relationship of AGENCY with BBS is based purely on trust and confidence of the latter in the former, and that BBS shall have the exclusive right to terminate the Contract in case of loss of said trust and confidence in AGENCY, upon thirty (30) - day prior written notice thereof to the AGENCY.
2. BBS shall have the right to terminate the Contract, after a five (5)-day written notice thereof of the AGENCY on the following grounds:
 - a. When AGENCY personnel has willfully and intentionally or through negligence causes the death of or has inflicted serious physical injury on any person, except criminal resisting arrest, or on any BBS personnel while on tour of duty.
 - b. When AGENCY personnel has willfully and intentionally or through negligence causes irreparable damage to the prestige or any interest of BBS or has caused destruction of BBS properties and equipment or has caused economic loss by personal participation or non-performance of his duties responsibilities.

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- c. When AGENCY personnel has personally or through another person threatened the life of any personnel, safety of any installation or properties of BBS or has willfully and intentionally endangered the life and safety of the personnel of the latter.
- d. When AGENCY has violated other obligations required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by BBS.

ARTICLE VIII
VALIDITY CLAUSE

1. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected by thereby.

ARTICLE IX
VENUE OF ACTION AND COURT LITIGATION

2. The parties hereto hereby agree that the venue action for any cause or causes of action, which may arise from this Contract, shall be exclusive in a proper court of Quezon City, Philippines only. In case of Court litigation arising out of any violation of the terms and conditions of this Contract by AGENCY, or any cause arising therefrom, the amount of twenty percent (20%) of the value of the award made by the Court shall be paid by AGENCY to BBS by way of attorney's fees and other expenses of litigation but in no case shall such amount for attorney's fees and other expenses of litigation be less than PhP50,000,00.

ARTICLE X
DURATION

1. This Contract shall take effect on **February 01, 2020 to December 31, 2020** unless otherwise cancelled and/or terminated by BBS upon serving thirty (30) days advance written notice to the Agency of its intention to terminate the contract; provided that the Manpower Service Provider may terminate the contract only upon reasonable ground and with prior written approval of and upon serving thirty (30) days advance written notice to BBS. Provided, further, that in the event the license to operate of AGENCY is cancelled by any pertinent government instrumentalities then, this Contract shall automatically cease to operate without need of serving the thirty (30) days advance written notice.
2. After the expiration of this Contract, the same AGENCY shall be deemed on a hold-over capacity until such time as another public bidding for the manpower service requirement of BBS shall be conducted, subject to the applicable terms and provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this FEB 11 2020 day of _____, 2020

BUREAU OF BROADCAST SERVICES

By:

RIZAL GIOVANNI P. APORTADERA, JR.
Director

CMPT MANPOWER SERVICES

By:

MARISSA F. PAZ
General Manager

SIGNED IN THE PRESENCE OF:
