



TERMS OF REFERENCE
Procurement of Manpower Services

I. BACKGROUND AND OBJECTIVE

Al-Amanah Islamic Investment Bank of the Philippines (“AAIIBP”), is a Government financial institution duly organized and existing under and by virtue of the laws of the Republic Act No. 6848, with principal office address at G/F PHIDCO Building A, Veterans Avenue, Zamboanga City, Philippines, and Makati Executive Office address at Ground Floor DBP Building, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, Philippines.

In support of **AAIIBP’s** day-to-day operations, the Bank requires the provision of manpower services of Seven (7) Drivers and Ten (10) Janitors to be deployed to the branches of the Bank and its Head Office through competitive public bidding in accordance with the amended Implementing Rules and Regulations (IRR) of RA9184.

The contract is renewable yearly, which shall be subject to performance evaluation. Renewal of contract shall not exceed three (3) years.

II. APPROVED ABC FOR THE CONTRACT

Approved budget for the Procurement of Manpower Services is **Two Million Two Hundred Eighty Eight Thousand Four Hundred Sixty Eight and 85/100 (P2,288,468.85)**

III. TRANSPORT SERVICES REQUIREMENTS (DRIVERS)

The AGENCY shall provide the BANK with the necessary number of Drivers. Initially, the Transport Unit of the AGENCY in the BANK and/or its acquired assets or managed projects shall consist of a total of **seven (7) drivers**. As the need arises, the AGENCY hereby obligates itself to post such additional drivers within twenty four (24) hours upon receipt of request in writing by the BANK. The BANK may likewise, at anytime, reduce such number of drivers to conform to its requirements.

The AGENCY shall submit a list of the seven (7) drivers to be assigned in the Bank. They should be physically and mentally fit, of good moral character, honest, reliable, and competent and of cooperative disposition. The Bank, however, reserves the right to demand the immediate replacement of any worker assigned by the AGENCY to the job whose services will be prejudicial to the interests of the Bank.

A. QUALIFICATIONS

1. The applicant agency should be **serviceable** to the areas of six (6) Branches and Head Office of the Bank, to wit:

Branch/Office	Address	Number of Required Drivers
Cagayan de Oro	V. Neri St., Carmen, Cagayan de Oro City	1
Cotabato	G/F Hua Hing Bldg., Quirino Avenue, Davao City	1
Davao	G/F Nicolas Commercial Center, Quirino Avenue, Davao City	1

General Santos	G/F JMP Bldg., Osmeña St., General Santos City	1
Iligan	G/F Norpen Bldg., Roxas Avenue, Iligan City	1
Marawi	G/F Cultural Center, 2 nd street, Mindanao State University – Main Campus, Marawi City	1
Head Office	2/F PHIDCO Bldg., Veterans Avenue, Zamboanga City	1
Total Number of Drivers Required		7

2. The applicant agency should be duly registered with the Securities and Exchange Commission (SEC) and/or the Department of Trade and Industry (DTI) for at least five (5) years either as a corporation, a partnership or a single proprietorship. Further, it should be duly registered and accredited by the Department of Labor and Employment (DOLE), as provided under Sections 14, 15, and 16 of the DOLE Department Order No. 18-A series 2011, and it should have an existing and valid business permit and/or clearance from the DOLE and other concerned government agencies to do, perform, and/or engage in the business as herein specified.
3. The AGENCY should have at least five (5) years continuous actual work experience in the rendering of transportation services and should have developed a good company images for its reliability, efficiency and effectiveness in its work performance;
4. The AGENCY shall provide other data/information relevant to operation such as number of years in business, and if also engaged in related business of selling, designing and/or installation of cleaning/sanitizing equipment or system.
5. The AGENCY shall be able to provide the BANK with the necessary number of Drivers in its 7 offices and as the need arises obligates itself to post such additional drivers within twenty four (24) hours upon receipt of request in writing by the BANK;
6. The AGENCY shall properly train and thoroughly screen its personnel prior to deployment, and require them to present favorable police, barangay, and/or NBI clearances and medical certificates attesting to their credibility and physical fitness for the work involved. Further, the AGENCY assures and warrants that all Drivers to be assigned by it to the BANK shall be:
 - Filipino Citizen
 - Possess the appropriate discipline/educational background relevant to the duties to be performed;
 - Be of good moral character and reputation, without any criminal or police record; physically and mentally fit to perform their duty;
 - Have passed the intelligence, aptitude, personality & proficiency tests conducted by the Agency;
 - Possess Professional Driver's License and must have at least three (3) years professional driving experience.
 - Not less than 21 years of age and preferably not more than 40.
 - At least high school graduate
7. The BANK reserves the right to examine and screen all drivers to determine whether or not the drivers possessed all the qualifications herein enumerated. Whenever necessary and as requested by the BANK or its duly authorized representative, the AGENCY hereby consents and agrees to make

available for examination by the BANK, its financial statement, License to Operate, time records, and all pertinent documents.

8. The AGENCY shall assign to the BANK drivers who are authorized holders of valid Professional Driver's License issued by the DOTC-LTO. The original of said license should be presented to the BANK prior to the assumption of duty of the drivers concerned.

B. WORKING HOURS

The AGENCY shall provide services at least five (5) days a week and the BANK shall prescribe the time or schedule of work to be followed by the drivers.

No work shall be rendered during legal and special public holidays, but some Drivers may be required to perform services beyond prescribed working time or schedule.

C. SUPERVISION AND CONTROL

The AGENCY shall provide a close and effective supervision of drivers five (5) days a week, from Mondays to Fridays.

The AGENCY hereby authorizes the BANK to have discipline, control and supervision over the drivers assigned to the BANK during their hour of duty, and the exercise by the BANK of its authority shall not be deemed nor interpreted as relinquishment of the powers by the AGENCY as an employer of the drivers. The BANK reserves the right to increase, reduce, replace withdraw, or reshuffle, wholly or partially placement and/or number of AGENCY's drivers in the assigned branch or office.

D. CONSIDERATION

For the services rendered, the BANK, during the existence of the Contract, shall pay the AGENCY, the corresponding amount based on the terms of the contract for the following offices:

1. Cagayan de Oro
2. Cotabato
3. Davao
4. General Santos
5. Iligan
6. Marawi
7. Head Office (Zamboanga City)

The Drivers shall be paid on a monthly, or semi-monthly, basis for eight (8) working hours a day, Monday to Friday. These rate and manner of payment shall be subject to adjustments in accordance with law and wage orders issued by the Government and as may be agreed upon between the parties to this contract.

E. COMPENSATION, MANNER OF PAYMENT, AND ADJUSTMENT IN CONTRACT

The BANK agrees to pay the AGENCY the contract price every 15th and end of the month upon presentation of a certification under oath of the AGENCY that all its workers or employees covered by this Contract have been paid in accordance with law and regulations and that with respect to said workers or employees, the AGENCY has no outstanding as of the date of presentation of the bill provided, that for every absence and

tardiness/under time of a driver, corresponding deduction from the billing shall be made on the basis of the number of calendar days in a month.

It is understood that all payments under this contract shall be subject to the usual auditing and accounting requirements of the Bank.

It is further understood that non-submission by the AGENCY of the required certification stated above shall be sufficient basis for the Bank to withhold payment of the bill until such time that such certification shall be submitted.

Every payment of salary, allowances or any remuneration to the drivers assigned by the AGENCY to the Bank must be accompanied by a pay slip, detailing how the amount of salary due and paid was arrived at. All the seven (7) drivers must receive their salaries, allowances or any remuneration due them in the Savings Account they opened at the branch/office where they are assigned, on their scheduled pay days.

Fifteen (15) days after end of each calendar quarter, the AGENCY shall furnish the BANK a copy of the remittances schedule showing the names of drivers assigned to the Bank and Official Receipt acknowledging said remittance to SSS, Pag-IBIG and Philhealth, Inc.

All bid prices for the duration of the contract shall be fixed and shall not be adjusted during contract implementation, except for the following:

1. Increase in minimum daily wage pursuant to law or new wage order issued after bidding date;
2. Increase in taxes;
3. If during the term of the contract the BANK sees the need for an increase or decrease in the number of drivers, the increase of which should not exceed the ABC for the contracted year, the corresponding increase/decrease in cost to be computed based on direct cost;
4. Absence by any or all of the seven (7) without replacement; and
5. Tardiness/under time by any or all of the seven (7) drivers.

IV. JANITORIAL SERVICES

The AGENCY shall provide the BANK with the necessary number of Janitors. Initially, the Janitorial Unit of the AGENCY in the BANK and/or its acquired assets or managed projects shall consist of a total of ten (10) janitors. As the need arises, the AGENCY hereby obligates itself to post such additional janitors within twenty four (24) hours upon receipt of request in writing by the BANK. The BANK may likewise, at anytime, reduce such number of janitors to conform to its requirements.

The AGENCY shall submit a list of the ten (10) janitors to be assigned in the Bank. They should be physically and mentally fit, of good moral character, honest, reliable, and competent and of cooperative disposition. The Bank, however, reserves the right to demand the immediate replacement of any worker assigned by the AGENCY to the job whose services will be prejudicial to the interests of the Bank.

A separate of at least three (3) janitors shall be made available as replacement for the regular janitors and shall likewise be submitted to the Bank for approval.

A. QUALIFICATIONS

- The applicant agency should be **serviceable** to the areas of nine (9) Branches and Head Office of the Bank, to wit:

Branch/Office	Address	Number of Required Janitors
Cagayan de Oro	V. Neri St., Carmen, Cagayan de Oro City	1
Cotabato	G/F Hua Hing Bldg., Quirino Avenue, Davao City	1
Davao	G/F Nicolas Commercial Center, Quirino Avenue, Davao City	1
General Santos	G/F JMP Bldg., Osmeña St., General Santos City	1
Iligan	G/F Norpen Bldg., Roxas Avenue, Iligan City	1
Jolo	G/F Honeybee Bldg., Serrantes St., Jolo	1
Makati (Executive Office)	G/F DBP Building, Sen. Gil Puyat Ave. corner Makati Ave., Makati City	1
Marawi	G/F Cultural Center, 2 nd street, Mindanao State University – Main Campus, Marawi City	1
Zamboanga	G/F PHIDCO Bldg., Veterans Avenue, Zamboanga City	1
Head Office, Zamboanga City	2/F PHIDCO Bldg., Veterans Avenue, Zamboanga City	1
Total Number of Janitors Required		10

- The applicant agency should be duly registered with the Securities and Exchange Commission (SEC) and/or the Department of Trade and Industry (DTI) for at least five (5) years either as a corporation, a partnership or a single proprietorship. Further, it should be duly registered and accredited by the Department of Labor and Employment (DOLE), as provided under Sections 14, 15, and 16 of the DOLE Department Order No. 18-A series 2011, and it should have an existing and valid business permit and/or clearance from the DOLE and other concerned government agencies to do, perform, and/or engage in the business as herein specified.
- The AGENCY should have at least five (5) years continuous actual work experience in the rendering of transportation services and should have developed a good company images for its reliability, efficiency and effectiveness in its work performance;
- The AGENCY shall provide other data/information relevant to operation such as number of years in business, and if also engaged in related business of selling, designing and/or installation of cleaning/sanitizing equipment or system.
- The AGENCY shall be able to provide the BANK with the necessary number of janitors in its ten (10) offices and as the need arises obligates itself to post such additional janitors within twenty four (24) hours upon receipt of request in writing by the BANK;
- The AGENCY shall properly train and thoroughly screen its personnel prior to deployment and require them to present favorable police, barangay, and/or NBI clearances and medical certificates attesting to their credibility and physical fitness for the work involved. Further, the AGENCY assures and warrants that all Janitors to be assigned by it to the BANK shall be:

- Filipino Citizen
 - At least a High School graduate;
 - Qualified, trained, competent and efficient
 - Physically and mentally fit;
 - Not less than 21 years and preferably not more than 40
 - Good moral and character
7. The AGENCY shall provide supply and make available from the start of the contract, at its own expense, the following cleaning equipment:

- Ten (10) mop buckets with wringers:
 - The above equipment should be in tiptop condition at all times and must be suitable to the tasks to be performed.

Whenever and wherever necessary for the performance of its services, the AGENCY shall provide other equipment or tools such as ladders, carts, tools scaffolding, etc.

The BANK shall not be liable for any loss or damage to the equipment and tools stored within its premises.

Cleaning supplies, electricity and water shall be provided by and shall be of the account of the BANK.

8. The BANK reserves the right to examine and screen all janitors to determine whether or not the janitors possessed all the qualifications herein enumerated. Whenever necessary and as requested by the BANK or its duly authorized representative, the AGENCY hereby consents and agrees to make available for examination by the BANK, its financial statement, License to Operate, time records, and all pertinent documents.

B. AREAS TO BE SERVICED

Areas and properties to be serviced shall include but not limited to floors; interiors and exterior walls, windows and partitions; ceilings; comfort, bath and wash rooms; lighting and other fixtures; furniture and equipment; signages, walkways, driveways, arcades, parking areas, concrete pavements and fences; grounds and gardens; surrounding areas as required by local ordinances or as part of institutional responsibility. The AGENCY shall submit the Housekeeping Plan.

C. MINIMUM SCOPE OF WORK

1. Daily
- Sweeping, mopping, spot scrubbing and polishing of all floors. Continuous servicing during office hours of areas with heavy traffic, i.e. the main lobby, entrance ways and waiting areas
 - Cleaning and sanitizing of toilets and wash rooms, which include the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls;
 - Spraying of toilets and certain hallways with deodorant or freshener;
 - Dusting and cleaning of horizontal and vertical surfaces;

- Dusting and cleaning of all glass tops and partitions, exterior and interior surfaces of window and doors, window ledges, air vents and partitions furniture;
- Cleaning of ashtrays and receptacles;
- Disposal of trash, rubbish and garbage from the confines of the building to receptacles, provided for the purpose;
- Sweeping and polishing of stairways and railings; and
- Sweeping and cleaning of areas outside the perimeter fence of the Bank;

2. Weekly

- Washing, scrubbing, waxing and polishing of all floors;
- Washing of interior and exterior sides of glass windows and doors;
- Dusting of light fixtures suspended from the ceiling;
- Cleaning, waxing and polishing of office furniture and fixtures, counters, etc. not including items or equipment that require specialized maintenance.
- Cutting, trimming and disposal of grasses, weeds and bushes in the office grounds and garden as well as surrounding areas as required.

3. Monthly

- General cleaning of all areas;
- General cleaning, sanitizing and disinfecting of all washrooms/toilets;
- Washing and cleaning at least once every three months or as often as required, of all light diffusers, venetian blinds screen, exterior walls, ceiling etc.

4. Other Duties

- Carrying or hauling of furniture and fixtures, supplies and/or records.
- Other services which may be required by the BANK due to exigencies or similar causes.

The AGENCY shall submit a daily/weekly/monthly checklist of the performance of the above minimum operations and activities.

D. WORKING HOURS

The AGENCY shall provide services at least five (5) days a week and the BANK shall prescribe the time or schedule of work to be followed by the janitors.

No work shall be rendered during legal and special public holidays, but some janitors may be required to perform services in certain areas such as lobbies, pantry, outdoor premises, etc. during holidays or whenever necessary.

E. SUPERVISION AND CONTROL

The AGENCY shall provide a close and effective supervision of janitors five (5) days a week, from Mondays to Fridays.

The AGENCY hereby authorizes the BANK to have discipline, control and supervision over the janitors assigned to the BANK during their hour of duty and the exercise by the BANK of its authority shall not be deemed nor interpreted as relinquishment of the powers by the AGENCY as an employer of the janitors. The BANK reserves the right to increase, reduce, replace withdraw, or reshuffle, wholly or partially placement and/or number of AGENCY's janitors in the assigned branch or office.

F. CONSIDERATION

For the services rendered, the BANK, during the existence of the Contract, shall pay the AGENCY, the corresponding amount based on the terms of the contract for the following offices:

1. Cagayan de Oro
2. Cotabato
3. Davao
4. General Santos
5. Iligan
6. Jolo
7. Makati
8. Marawi
9. Zamboanga
10. Head Office (Zamboanga City)

The Janitors shall be paid on a monthly, or semi-monthly, basis for eight (8) working hours a day, Monday to Friday. These rate and manner of payment shall be subject to adjustments in accordance with law and wage orders issued by the Government and as may be agreed upon between the parties to this contract.

G. COMPENSATION, MANNER OF PAYMENT, AND ANDJUSTMENT IN CONTRACT

The BANK agrees to pay the AGENCY the contract price every 15th and end of the month upon presentation of a certification under oath of the AGENCY that all its workers or employees covered by this Contract have been paid in accordance with law and regulations and that with respect to said workers or employees, the AGENCY has no outstanding as of the date of presentation of the bill provided, that for every absence and tardiness/under time of a driver, corresponding deduction from the billing shall be made on the basis of the number of calendar days in a month.

It is understood that all payments under this contract shall be subject to the usual auditing and accounting requirements of the Bank.

It is further understood that non-submission by the AGENCY of the required certification stated above shall be sufficient basis for the Bank to withhold payment of the bill until such time that such certification shall be submitted.

Every payment of salary, allowances or any remuneration to the janitors assigned by the AGENCY to the Bank must be accompanied by a pay slip, detailing how the amount of salary due and paid was arrived at. All the ten (10) janitors must receive their salaries, allowances or any remuneration due them in the Savings Account they opened at the branch where they are assigned, on their scheduled pay days.

Fifteen (15) days after end of each calendar quarter, the AGENCY shall furnish the BANK a copy of the remittances schedule showing the names of janitors assigned to the Bank and Official Receipt acknowledging said remittance to SSS, Pag-IBIG and Philhealth, Inc.

All bid prices for the duration of the contract shall be fixed and shall not be adjusted during contract implementation, except for the following:

1. Increase in minimum daily wage pursuant to law or new wage order issued after bidding date;
2. Increase in taxes;
3. If during the term of the contract the BANK sees the need for an increase or decrease in the number janitors, the increase of which should not exceed the ABC for the contracted year, the corresponding increase/decrease in cost to be computed based on direct cost;
4. Absence by any or all of the ten (10) without replacement; and
5. Tardiness/under time by any or all of the ten (10) janitors.

V. COMPLIANCE WITH LABOR LAWS

The AGENCY, as the employer of the drivers and janitors, assumes full responsibility for compliance with all existing labor, Social Security, HDMF and PHIC laws, rules and regulations, specifically of the Department of Labor and Employment;

The AGENCY in compliance with Republic Act No. 7641 (An Act Amending Article 287 of Presidential Decree No. 442, as amended otherwise known as the Labor Code of the Philippines by Providing Retirement Pay to Qualified Private Sector Employees in the absence of any Retirement Plan in the Establishment) should provide retirement plan for the drivers and janitors.

The AGENCY assumed full responsibility for compliance with all existing labor laws, rules, and regulations. The AGENCY undertakes to inform the drivers and janitors at the time of hiring as to wages and working conditions under which they are employed including, among others, the following:

- A. The rate of pay per month, week, days or hours
- B. Method of calculating of wages;
- C. The form, time and place of payment of wages, and
- D. Any change with respect to any of the preceding items.

Should the BANK be made liable for the AGENCY's failure to comply with any labor law, rules and regulations, the AGENCY hereby obligates itself to indemnify the BANK to the full extent of such liability, including attorney's fee.

VI. OBSERVANCE OF OCCUPATIONAL HEALTH AND SAFETY

The AGENCY shall subject the drivers and janitors to tests and examinations required under occupational, health and safety standards and regulations adhered to by the BANK. Whenever necessary, the AGENCY shall provide the drivers and janitors with the proper personal protective equipment.

VII. RELATIONSHIP

It is expressly and clearly understood and agreed that the BANK is not the employer of the drivers and janitors. Nothing herein shall be construed as establishing the relationship of employer and employee

between the BANK and the AGENCY and/or any of its personnel, and the AGENCY shall at all times be personally and directly responsible for the workmen under its employment.

VIII. LIABILITY FOR CLAIMS, LOSS, DAMAGE, AND INJURY

The AGENCY continues to be the employer of the drivers and janitors assigned to the BANK. As such, the AGENCY assumes full responsibility for any claims for damages to property or personnel injury, including death, that may be caused by said drivers and janitors to the BANK officials and employees and to third persons.

The AGENCY hereby agrees to hold the BANK free from any of all neither liabilities nor damages which the BANK officers and employees or third persons may suffer by reasons of the performance of the obligations of the AGENCY under this contract.

The AGENCY shall further hold the BANK free and harmless from any and all claims, actions, complaints, suits, accountabilities or liabilities arising out of any or all claims for workmen's compensation, unpaid wages, overtime/premium pay, holiday pay, allowances, and/or such other benefits which said employees or personnel of the AGENCY, or their heirs and assigns, may bring against the BANK.

The AGENCY shall be responsible for any loss or damage that may be suffered by the BANK due to the willful act, negligence and/or carelessness of its drivers and janitors in the performance of their duties.

IX. SURETY BOND

The AGENCY shall furnish the BANK a bond in an amount equal to P1,000.00 times the number of drivers and number of janitors, to be issued by a reputable surety or insurance company duly accredited by the BANK, the total of which shall answer for loses or damages which the AGENCY may be liable under the preceding paragraph. In addition, the AGENCY shall post bond in the amount of PESOS: TWENTY FIVE THOUSAND PESOS (P 25,000.00) issued by a bonding company accredited to the BANK, conditioned to guarantee the payment of damages, losses and the faithful performance of the AGENCY shall not be limited to the amount of the bond but to the actual loss or damage that may be suffered by the BANK, its employee or third person.

X. CONFIDENTIALITY

The AGENCY should recognize the confidential and proprietary nature of all information relating to the business and operation of the BANK. For this reason, AGENCY should warrant to preserve and keep the utmost confidentiality and secrecy of all data and information learned by it or by its employee(s) in the course of this agreement. The AGENCY further warrants that all employee(s) assigned or deployed to do and perform work for the BANK's requirement are properly oriented, appraised and well-informed of this warranty and shall so uphold the confidentiality thereof.

XI. OTHER MATTERS

Drivers and Janitors and other personnel of the AGENCY covered by this Contract shall be subject to the security requirements and regulations of the Bank.

The AGENCY or its representative must conduct, at least weekly, an inspection/evaluation of the performance of the drivers and janitors and must submit a report thereof.

Drivers and Janitors must wear working uniforms, which must be provided by the AGENCY at its own expense, while on duty.

Contract will start within seven (7) calendar days from the effective date in the Notice to Proceed (NTP).

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