

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT for JANITORIAL SERVICES, made and entered into by and in between:

PAROLE AND PROBATION ADMINISTRATION, a government agency under the Department of Justice, existing under the laws of the Republic of the Philippines, with postal address at the DOJ Agencies Building, NIA Road Corner East Avenue, Diliman, Quezon City, Philippines, represented by its Administrator, HON. MANUEL G. CO, hereinafter referred to as the "CLIENT";

- a n d -

CANCU ENTERPRISES AND GENERAL SERVICES, INC., a business firm duly organized and existing under and by virtue of the laws of the Philippines, with office address at G/F Cancu Bldg., #857-C Nueve de Pebrero cor. Libertad St., Barangay Mauway, Mandaluyong City represented by its Director/Treasurer, ANA MARIE C. NAVAS, herein referred to as the "CONTRACTOR";

- W I T N E S S E T H -

WHEREAS, the "CLIENT" in its desire to keep and maintain the premises of its offices and perimeter in an orderly, clean and healthful manner at all times, engaged the services of a reliable and competent agency to render janitorial, sanitation, maintenance and related services on a contractual basis;

WHEREAS, the "CONTRACTOR" has offered its services to the "CLIENT", and has accepted to undertake and to provide the necessary labor, cleaning equipment, materials and supervision for the daily upkeep and maintenance of the offices and premises of the "CLIENT" in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement herein contained, the parties hereby agree as follows:

The CONTRACTOR shall perform janitorial and sanitation maintenance and related services for the satisfaction of the CLIENT in the following:

I. AREAS TO BE SERVICED/COVERED

Location : 1st, 2nd and 3rd Floor, Parole and Probation Administration, DOJ Agencies Building, NIA Road corner East Avenue, Diliman, Quezon City.

Its Offices, Lobbies Hallways, Corridors, Stairways, Toilets, Washrooms, Windows, Glass Panels, Partitions, Ceilings, Doors, Walls, Furniture and Fixtures, Tables and Chairs Office Equipment, Air Conditioning Units, Parking Space, Official Vehicles, and the vacant lot between the building and the walls.

II. SCOPE OF WORK

A. Daily Maintenance Services

1. Cleaning, disinfecting and sanitizing of comfort rooms, toilet bowls, urinals, wash hand basins, lavatories, etc., with appropriate chemicals at least twice a day depending on the frequency of usage.
2. Sweeping and mopping of all floors, stairways, hallways corridors, comfort rooms and offices, and such other places/areas as maybe specified by the client. Areas (lobbies) where a great number of people stay shall be serviced continuously.
3. Washing, scrubbing, wax stripping, rewaxing and polishing of all floors.
4. Dusting, damp-wiping, and polishing of office furniture's, fixtures, counters, cabinets, glass tops, telephone and etc.;
5. Cleaning of ash trays, waste paper containers and disposing of garbage to designated disposal area at least twice a day;
6. Cleaning and polishing of glass doors, glass partition, metal attachment to windows, stairways, railings, ramps, etc.;

7. Cleaning and sweeping of parking areas, gardens (including pulling of weeds/cutting grasses), landscaping, vacant spaces between the building and the wall, etc.;
8. Removing of stains, cobwebs, vandalistic and/or unnecessary markings/drawings, etc. on the toilets as well as on all other walls/post/windows and ceilings;
9. General cleaning of all horizontal and vertical surfaces.
10. Cleaning of PPA official vehicles.
11. Vacuuming of all carpeted areas.
12. Wash hand basins and surroundings which shall be inspected and wiped clean at least twice a day.
13. water dispenser, if any, shall be inspected and wiped clean so with its surroundings at least once a day or as necessary.
14. Polish/sweep floors at least twice a day or as necessary.
15. Watering of indoor and outdoor plants.

B. Weekly Maintenance Services

1. General cleaning and sanitizing of comfort rooms and washrooms.
2. Cleaning and polishing of marble and concrete overhang;
3. Dusting and vacuuming of curtains and carpets;
4. Sweeping and cleaning of stairways, applying metal polish on the stairway railings if necessary;
5. Washing, scrubbing, wax stripping, re-waxing and polishing of all floors;
6. Washing and polishing of internal parts of windows and panels, washing also of outside portion of windows which can be reached by ladder;
7. Cleaning of internal walls and ceilings, washing and polishing of internal and external parts of glass and windows panels;
8. Waxing and polishing of furniture's and fixtures, counters etc.;
9. Dusting and damp-wiping or washing of interior, vertical, horizontal and ceiling surfaces;
10. Removing of cobwebs and finger marks on the walls;
11. Cleaning of air-con filters;
12. General cleaning of the vacant space on the left and on the right side of the building and fence/walls.

C. Periodic Maintenance Services

1. Thorough general cleaning of all areas, sanitizing and disinfecting of washrooms and toilets/urinals.

D. Miscellaneous Services

1. Miscellaneous work such as carrying, transporting or moving of the office furniture's, equipment and supplies within the premises assigned by the Client from time to time.
2. Round-up and dispose noisy animals within the premises.
3. Report in writing to the CLIENT through its technical assistant damage/s which need immediate repairs as pipe plumbing, water and toilet facilities, electrical installations, broken furniture's and the like.

III. EQUIPMENT AND SUPPLIES AND MATERIALS

1. The janitorial equipment, machineries and tools, as per the list submitted by the CONTRACTOR, to be used in the performance of the janitorial services including their repairs shall be for the account of the CONTRACTOR and shall not be removed/transferred to other places without the consent of the CLIENT. The list of said equipment, machineries and tools is hereto attached as Annex "1" and made an integral part of this contract;
2. The supplies and materials, as per the itemized list and costing of supplies and materials submitted by the CONTRACTOR, to be used in the performance of the janitorial services

shall be for the account of the CONTRACTOR. The supplies and materials to be delivered to the Office of the Client within the first three (3) days of the month or quarter as the case may be, shall be those supplies and materials stated/listed in the list of supplies and materials to be used at the Parole and Probation Administration submitted by the CONTRACTOR hereto attached as Annex "2" and made an integral part of this contract;

3. Failure on the part of the CONTRACTOR to deliver the supplies and materials within the period above stated the CONTRACTOR shall reimburse the CLIENT of the cost of the undelivered supplies and materials based on Annex "2";
4. Water and electric power consumption shall be for the account of the CLIENT. It is understood, however, that the CONTRACTOR shall exercise economy in the use of water and electricity by directing its assigned janitors to use the same at a minimum requirement at all times.

IV. CONTRACTOR'S AND CLIENT'S OBLIGATIONS

1. The CONTRACTOR shall assign at the CLIENT'S premises six (6) reliable and trained janitors (one of the janitors to be designated as lead man) wearing a complete uniform while on duty and shall render janitorial work/services for eight (8) hours a day, from 7:00 A. M. to 12:00 noon and from 1:00 P. M. to 4:00 P. M., for six (6) days a week or 26 days a month and shall be paid in accordance with the Minimum Wage Law;
2. The CLIENT may, upon written notice to the CONTRACTOR, request the replacement of any janitor who is not performing his/her duties and responsibilities to its satisfaction and the CONTRACTOR upon receipt of the written notice shall immediately provide a substitute who is reliable and competent to perform the assigned task;
3. In the exigency of the service, the CLIENT, upon prior notice to the CONTRACTOR, may increase or decrease the number of janitors or require the rendition of overtime work;
4. The CONTRACTOR warrants to comply with its obligation as employer under the Labor Code, its implementing rules, regulation, and other applicable and related laws and non-compliance therewith shall be for the exclusive risk and responsibility of the CONTRACTOR;
5. The CONTRACTOR warrants to pay the salaries of the janitors on time as per cutoff agreement regardless of receipt of the CLIENT'S check payment;
6. The CONTRACTOR shall inform the CLIENT of any order or law prescribing an increase in the present minimum wage and this CONTRACT shall be amended accordingly by agreement of the parties;
7. The CONTRACTOR shall provide the CLIENT with the copy of the payroll of the janitors assigned at the CLIENT'S premises and receipt of payment/remittances of SSS Premium, ECC, Philhealth, and Pag-Ibig contributions, BIR withholding tax remittances prior to the payment of the 2nd quincena;
8. The CONTRACTOR agrees to protect and to exercise due care and proper handling of the properties of the CLIENT during the performance of its work;
9. The CLIENT shall provide a table and chair for the use of working supervisor which shall be stationed permanently at the Administrative Division and shall be available anytime the purpose of which is to act and respond immediately to the call of the service;
10. In the exigency of the service, the janitors shall perform other duties as may be required by the CLIENT from time to time within the premises of the DOJ Agencies Building only;
11. The janitors shall be subject to inspection and monitoring of the CLIENT'S guard and the janitors shall be required to time in and out in the biometrics machine for the purpose of determining the number of work hours the janitors rendered per day;
12. The janitors who in any instance failed to time in or time out, shall immediately inform the CONTRACTOR, who has the full control and supervision over them, to notify in writing the Chief, Administrative Division, for the confirmation of the time of the arrival or departure as the case may be, stating the reason/s and circumstances therein, and if found to

be meritorious, the same shall be confirmed and if found otherwise, shall be meted the necessary penalty in conformity with the decision of the CONTRACTOR and the CLIENT;

13. The janitors shall not overstay in the office premises after its prescribed working hours to avoid any untoward incident involving their presence, unless authorized verbally or in writing by the CLIENT or his authorized representative;
14. The janitors shall not at anytime, play cards or gamble or engage in drinking sessions while in the premises of the DOJ Agencies Building. Further, the janitors are not allowed to accept personal errands outside of the building premises during office hours. Anyone found violating this order shall be reported to the CONTRACTOR either verbally or in writing for immediate replacement;
15. The janitors shall, in any gatherings, whether special, social or, spiritual in nature, take charge in the preparation of the venue or place of the gathering and should stay in the said place during and after the activity for assistance or errand work.
16. The CONTRACTOR shall provide an equally reliable and trained substitute in case of absence of any of the CONTRACTOR'S regular janitors. Should no replacement be provided, the corresponding deduction in the monthly payment shall be made;
17. The substitute or reliever, shall report to the guard on duty his time of arrival and departure by signing his name and affixing his signature in the attendance logbook for the janitors;
18. The CONTRACTOR agrees and obligates itself to abide by the interpretation and construction by the CLIENT of any terms and conditions in this contract including its implementation;

V. EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between the CLIENT and the employees of the CONTRACTOR. The CONTRACTOR shall have the entire charge, control and supervision of the work herein agreed upon. It shall be responsible for all acts and omissions of the janitors and of all persons allowed by it to have access to the CLIENT'S premises for any damage which may be caused to any person or property. Any accident, injury or sickness of any kind or death that may occur to any employee of the CONTRACTOR during the time and consequent to the performance of the work under this contract shall be the CONTRACTOR'S responsibilities.

VI. SCHEDULE OF PAYMENT

The CLIENT shall pay the CONTRACTOR the monthly amount of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED FOUR AND SIXTY-SIX CENTAVOS (108,804.66) for six (6) janitors payable in two (2) payments which is due and payable at the 15th day of each month and the remaining balance shall become due and payable at the end of each calendar month

The CLIENT shall deduct and withhold tax on the foretated CONTRACT as required by existing laws.

VII. BOND

The CONTRACTOR shall post a surety bond equivalent to the cost of labor, SSS Premiums, Medicare & ECC contributions, 13th month pay and five (5) days incentive bonus to answer for the non-payment/under payment of salaries, non-payment/non-remittances of SSS Premiums, Medicare & ECC contribution, 13th month pay and five (5) days incentive bonus of the janitors, within thirty (30) days from date of this contract.

VIII. CLAIMS AND DISPUTES

All claims and disputes arising out of this Agreement shall first be settled amicably by the parties before resorting to any judicial action. The parties hereto agree that the venue of any action shall be in any proper courts of Quezon City.

IX. CONTRACT TIME

This contract shall take effect on JANUARY 01, 2017, and shall continue to remain in force until DECEMBER 31, 2017. Within the said period, the CLIENT may terminate the contract with or without cause and without need of judicial intervention upon 15 days written notice of termination to the CONTRACTOR provided further that if the CLIENT serves no written notice of termination to

the CONTRACTOR 15 days prior to the expiration of this CONTRACT, this CONTRACT shall continue in full force and effect under the same terms and conditions as herein provided.

IN WITNESS WHEREOF, the parties have hereinto signed this contract in **MANILA**, Metro Manila, Philippines, this _____ day of _____, 2017.

PAROLE AND PROBATION
ADMINISTRATION
By:

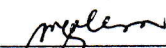
JAN 13 2017


CANCU ENTERPRISES AND
GENERAL SERVICES, INC.
By:


MANUEL G. CO
Administrator


ANA MARIE C. NAVAS
Director/Treasurer

Signed in the Presence of:


Witness


Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **MANILA**) S. S.

BEFORE ME, a Notary Public, for and in the City of **MANILA** personally appeared:

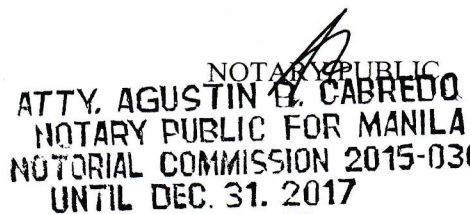
NAME	VALID ID NO.	DATE	PLACE ISSUED
MANUEL G. CO	Driver's Lic. No.: A04-02-001285	8-19-17	Quezon City
ANA MARIE C. NAVAS			

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

This document consists of five (5) pages including the page on which this acknowledgment is written and that the parties hereon, together with the material witnesses have affixed their signature on the left hand margin of each and every page and at the bottom of this page.


WITNESS MY HAND AND SEAL, at the place and date first above written.

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NOTARY PUBLIC
ATTY. AGUSTIN G. CABREDO
NOTARY PUBLIC FOR MANILA
NOTORIAL COMMISSION 2015-030
UNTIL DEC. 31. 2017
ROLL NO. 26047
PTR NO. 5942387/1-3-2017 MANILA
IBP LIFE MEMBER 05097

FUNDS AVAILABLE:

Amount : ₱ 326,412.94
Object : 5021 2020-00
FOA No. : 2-101-101-17-01-014


NOR-AIN D. DIMACUTA
Chief Accountant

December 12, 2016

LIST OF EQUIPMENTS FOR PAROLE AND PROBATION ADMINISTRATION

ITEM	QUANTITY
Floor Polisher, Heavy Duty w/ brush	2 unit
Vacuum Cleaner (Wet and Dry)	1 unit
Ladder 6 ft.	1 unit
Wiper	6 units
Pails	6 pieces
Water Hose (complete accessories)	1 unit

Submitted by:


ANA MARIE C. NAVAS
Director/Treasurer

CANCU ENTERPRISES and GENERAL SERVICES, INC.

"Annex 2"

G/F Cancu Bldg., # 857-C Nueve de Pebrero
cor. Libertad St., Barangay Mauway, Mandaluyong City
Tel./Fax No. 621-4613 / 533-2518
E-Mail: ganiecua@yahoo.com

SUPPLIES FOR PPA

Monthly

ITEM	QTY.
1. Emulsion Wax (Traffic Grade water base)	4 gals.
2. Steel Wool	6 rolls
3. Bleach	2 gals.
4. Powder Soap	8 kls.
5. Hand Pad	8 pcs.
6. Bathroom Tissue	40 pcs.
7. Garbage bag (18"x36")	50 pcs.
8. Deodorant Cake	24 pcs.

Quarterly

1. Stick Broom	3 pcs.
2. Soft Broom	6 pcs.
3. Mop Head	6 pcs.
4. Mop Handle (Wood)	3 pcs.
5. Stripping pad	6 pcs.
6. Round rags	1 kilo
7. Pranela	1 yard

Annually

1. Spatula	6 pcs.
2. Door Mat (cloth rectangle)	12 pcs.
3. Dust Pan	6 pcs.
4. Toilet Pump	6 pcs.

Submitted by:


ANA MARIE C. NAVAS



Republic of the Philippines
Department of Justice
PAROLE AND PROBATION ADMINISTRATION
DOJ Agencies Bldg., NIA Road, Diliman
Quezon City
Tel. No.: 02-927-00-04 <http://probation.gov.ph>

NOTICE OF AWARD

CANCU Enterprises and General Services, Inc.
G/F Cancu Bldg., #857-C Nuevo de Pebrero
Cor. Libertad St., Barangay Mauway,
Mandaluyong City

ATTENTION: **MS. ANA MARIE C. NAVAS**
Director/Treasurer

Please be informed that your bid submitted and opened on November 7, 2016 for the supply of **janitorial services for CY 2017 in the amount of One Million Three Hundred Five Thousand Six Hundred Fifty Five Pesos and 92/100 (Php1,305,655.92)** as evaluated in accordance with the guidelines for Public Bidding of the Revised Implementing Rules and Regulations of R.A. 9184 is hereby accepted.

You are hereby required to post a performance security immediately pursuant to Section 39 of R.A. 9184 and prior to the signing of the contract. Failure to provide the performance security shall be ground for cancellation of the award and forfeiture of the bid security.

MANUEL G. CO, CESO I
Administrator

Conforme:

Ana Marie Navas
CANCU Enterprises and General Services, Inc.

Date: 1-9-17