

# JANITORIAL SERVICE CONTRACT



**KNOW ALL MEN BY THESE PRESENTS:**

This agreement made and entered into this 4<sup>th</sup> day of April 2024 by and between.

**GLOCAL MANPOWER SUPPLY AND SERVICES CORP.**, a company organized and existing under and by virtue of the laws of the Republic of the Philippines with offices and principal place at 45A Bagong Anyo St., Sta. Lucia, Pasig City, Metro Manila, NCR, hereinafter referred to as **SERVICE AGENCY** represented by its President/General Manager **Ms. ELIZABETH S. DE LARA**.

and

**METROPOLITAN NAGA WATER DISTRICT**, a government owned and controlled company organized and existing under by virtue of the Republic of the Philippines, with office address at 40 J. Miranda Avenue, Concepcion Pequeña, Naga City, represented by its General Manager **MR. FLORENCIO T. MONGOSO, JR.** herein referred to as the **CLIENT**.

## WITNESSETH

That the parties hereto, in consideration of the mutual covenants and agreement herein, by one to the other, enter into a contract of services whereby the **CLIENT** hires and retain the services of the **SERVICE AGENCY** on the following conditions to wit;

1. The **SERVICE AGENCY** shall provide the **CLIENT** manpower for the **CLIENT'S** janitor requirement which shall perform his duty in accordance with the standards and requirement of the **CLIENT** and for such period as the **CLIENT** may require;
2. That the services to be provided by the **SERVICE AGENCY** to the **CLIENT** shall consist of the following and be in strict conformance to the janitorial specifications indicated below:

### DAILY ROUTINE OPERATIONS

- a. Sweeping, mopping, spot scrubbing, and polishing of all floors of MNWD Main and Annex Building. Areas where heavy traffic occurs, including the main lobby, entrance ways, waiting areas, and comfort rooms shall be service continuously during hours of public use to guarantee cleanliness.
  - b. Cleaning, sanitizing of toilets and restrooms with the use of effective chemicals on the wash basins, urinals and toilet bowls, fogging of toilets and hallways with deodorants.
  - c. Dusting and cleaning the horizontal and vertical surfaces including furniture.
  - d. Dusting, polishing, and cleaning of all glass tops, glass partitions, inside windows, window ledges, air vents, partitions and stainless railings which require daily attention.
  - e. Emptying, cleaning of water dispenser catch basin and disposal of trash to the receptacles, provided for this purpose and for cleaning the same.
  - f. Sweeping of cobwebs and removing of fingermarks on walls and ceiling where necessary.
  - g. Perform such other duties as may be requested like moving, transferring, relocation of furniture, equipment and other movable properties, arranging tables and chairs and other fixtures for official events within the MNWD premises; and
  - h. Other related services that may be assigned from time to time.
3. That in order to carry out the maintenance, janitorial and sanitation services, the **SERVICE AGENCY** shall furnish its personnel with all the necessary equipment, supplies, and materials for its own account. All supplies of the **SERVICE AGENCY** shall be subject to the **CLIENT'S** inspection.

The **CLIENT** shall provide a space where aforementioned equipment and materials of the **SERVICE AGENCY** shall be stored. The **SERVICE AGENCY** may inspect the above at all times through its duly authorized representative. The **SERVICE AGENCY** will hold the **CLIENT** free from any liability from loss or damage of such materials and equipment.

4. For the performance of the foregoing general services, the SERVICE AGENCY, shall assign to the CLIENT six (6) **professionally trained personnel** to work eight (8) hours a day, five (5) days a week, from Mondays to Fridays excluding holidays.

The CLIENT reserves the right to request at any time for the replacement and/or relief of inefficient personnel assigned to it in which case the SERVICE AGENCY shall immediately replace within 24 hours from the receipt of the said request. The CLIENT shall not be required to show cause or give the reason for such request for replacement and shall not be held liable whatsoever for any cause of action which may arise out of such replacement, except to pay the billing rate agreed upon for working hours actually rendered.

5. The SERVICE AGENCY shall provide reliever and/or replacement at all times in case of absence of its personnel. Consecutive failure of the SERVICE AGENCY to address this issue will serve as a ground for the termination of contract.
6. That the SERVICE AGENCY shall be liable for all losses and/or damages to the CLIENT'S properties caused by or arising out of performance of janitorial services through negligence, dishonesty, inefficiency and/or such other faults of its employees including those which shall be suffered by the CLIENT'S employees thereof housed within its premises and it is also expressly understood that the SERVICE AGENCY shall not be liable for losses and/or damages incurred by the CLIENT due to fortuitous event except when the SERVICE AGENCY employee commits act inimical to the CLIENT during injuries/deaths directly or indirectly caused by acts or commission of its employee who exceeded the scope of their assigned task and not covered by this contract.
7. The SERVICE AGENCY shall not be liable for loss and/or damage not reported to it verbally or in writing within three (3) working days from the time the same reached the CLIENT'S knowledge.
8. That the SERVICE AGENCY shall not be liable for personal obligations or indebtedness of the personnel assigned to the CLIENT.
9. It is understood that no employee-employer relationship shall exist between the CLIENT and the SERVICE AGENCY employee during the period of contractual employment. SERVICE AGENCY employee while under contract to service the CLIENT is deemed as exclusive employee of the SERVICE AGENCY and is not an employee of the CLIENT. As such, SERVICE AGENCY warrants that it shall fully end and faithfully comply with all laws, rules and regulations pertaining to the employment of labor now existing or which may hereinafter be enacted, including but not limited to, the requirement of the Labor Code, as amended, and Social Security Act.
10. For this purpose, the SERVICE AGENCY shall submit upon demand, a photocopy of statement of remittances and official receipt on SSS premiums and a sworn certificate that it has paid the wages, allowances, bonus of employee assigned to the CLIENT with all the existing labor laws, including minimum wage, 13<sup>th</sup> month pay, Service Incentive Leaves with pay SSS/Philhealth/ECC premium contributions, Pag-IBIG and other mandatory benefit as prescribe by law for its employee assigned to the CLIENT in accordance with labor laws and adjustment mandated.

In addition to the afore-cited sworn certification and statement of remittances with official receipt, the SERVICE AGENCY shall submit upon demand a payroll as proof of compliance that the employee assigned to the CLIENT has received or had been receiving his wages and other emoluments as mandated by existing labor laws and other social legislation. Failure on the part of the SERVICE AGENCY to submit the required certification, statement of remittance with official receipt and monthly payroll, shall authorize the CLIENT to certify payment of the contract fee.

11. It is agreed by both parties that should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be subject to adjustment as provided in the Wage Order and its implementing rules.

12. For any violations of the stipulations and covenant of this contract, the CLIENT may terminate the contract, in which case, it shall be entitled to liquidated damages as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law.
13. The CLIENT shall conduct a semi-annual evaluation of janitorial services of the SERVICE AGENCY. An unsatisfactory rating of services provided shall entitled the SERVICE AGENCY the right for the termination of contract.
14. SERVICE AGENCY shall provide its personnel with adequate uniform and appropriate Identification Cards, which shall be always worn by the janitor for proper identification.
15. The SERVICE AGENCY shall provide a Contact Person in Naga City readily available to immediately and personally attend Management concerns.
16. Any and all legal actions arising from this Agreement shall be filed exclusively in the proper courts of Naga City, Camarines Sur, Philippines.
17. All other provision not stipulated herein shall be duly covered by the General Conditions of Contract (GCC) and the Special Conditions of the Contract (SCC) of Tender Documents;
18. This Agreement shall take effect upon the confirmation of Notice to Proceed and shall continue for a period of one (1) year unless terminated on causes stipulated under this Agreement.

APR 01 2024

IN WITNESS WHEREOF, the parties have set their hands at Naga City this \_\_\_\_\_, 2024.

**MTEROPOLITAN NAGA WATER  
DISTRICT**

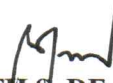
By:



**FLORENCIO T. MONGOSO, JR.**  
General Manager

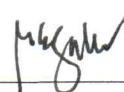
**GLOCAL MANPOWER SUPPLY  
AND SERVICES CORP.**

By:



**ELIZABETH S. DE LARA**  
President/General Manager

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

BEFORE ME, a Notary Public, for and in the above jurisdiction, on this APR 01 2024 day of \_\_\_\_\_, 2024, personally appeared

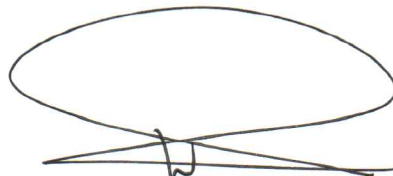
MR. FLORENCIO T. MONGOSO, JR. CSEE, General Manager A, with MNWD Identification No. 000968, for and behalf of METROPOLITAN NAGA WATER DISTRICT (MNWD); and

MS. ELIZABETH S. DE LARA, General Manager, with \_\_\_\_\_, for and behalf of GLOCAL MANPOWER SUPPLY AND SERVICES CORP.,

known to me and to me known to be the same persons who executed the foregoing instrument for and in behalf of said corporations, and they acknowledged to me that the same is the free and voluntary corporate act and deed.

This Instrument consists of only four (4) page/s, including this page in which this Acknowledgement is written, duly signed by the affiant and his instrumental witnesses on each and every page hereof.

WITNESS MY HAND SEAL this APR 01 2024, Philippines.



*[Handwritten signature]*

**ATTY. RENE M. M. VILLA**

Notary Public of Makati City  
Appointment No. M-111  
Until December 31, 2024

PTR No. MKT 10073904; 01-02-2024; Makati City  
IBP Lifetime No. 013595; 12-27-2013; I.C.  
Roll No. 37226

MICLE Compliance No. VIJ-0024195; 02-15-2022  
Ground Floor, Makati Terraces Condominium  
3650 Davila St., Brgy. Tejeros, Makati City 1204

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