

CONTRACT OF JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into by and between:

DEPARTMENT OF JUSTICE-NATIONAL PROSECUTION SERVICE, REGION 02, a national government agency duly organized and existing under the laws of the Republic of the Philippines and with office address at **Dalan na Angicacua, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan** and duly represented in this act by the **Regional Prosecutor, ROMMEL C. BALIGOD** hereinafter referred to as the "CLIENT".

-AND-

ITAWES MANPOWER SERVICES CORP. (IMS), a corporation duly organized and existing under the Philippines laws with office address at # 01 Burgos St. Centro 8, Tuguegarao City and represented in this act by its **General Manager, RANDY M .FURIGAY**, hereinafter referred to as the "AGENCY".

-WITNESSETH-

WHEREAS, the AGENCY, duly registered with Certificate of Registration No. CS201607336 issued by Securities Exchange Commission on April 13, 2016, is an independent service provider with substantial capital, equipment and expertise, primarily engaged in the business of providing manpower/janitorial services;

WHEREAS, the CLIENT conducted a negotiated procurement on the provisions of janitorial services for the Department of Justice-National Prosecution Service Region 02, with a contract period of nine (9) months, from April 01, 2022 to December 31, 2022;

WHEREAS, the CLIENT had accepted the lowest calculated bid of the AGENCY in the amount of **Six Hundred Forty-Seven Thousand, Nine Hundred Ninety-Six Pesos and Forty-Six Centavos (Php647,996.46)** as per BAC Resolution No. 2022-02 dated March 04, 2022;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as follows;

1. The Contract duration shall be on 01 April 2022 until 31 December 2022, unless otherwise extended with the execution of a supplemental contract or pre-terminated for cause and with due notice. However, billing shall be computed only upon the date of actual deployment of the janitorial staff;
2. The AGENCY shall provide/render janitorial services to the CLIENT for the maintenance of its designated premises/areas, offices and facilities located at **Dalan na Angicacua, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan** by furnishing adequately trained, qualified and physically fit personnel at its own account to the job for eight (8) hours daily, from Monday to Friday, excluding holidays, a total of four (4) Janitorial Personnel consisting of two (2) males and two (2) females, under the following scope of work;
 - a. Sweeping, mopping, spot scrubbing and polishing of all floors and hallways, waiting areas and comfort rooms to continuously guarantee cleanliness of all buildings, surroundings, playgrounds and parking areas.

- b. Landscaping, gardening, and watering plants;
 - c. Cleaning, sanitizing, and deodorizing of toilets and washrooms, with the use of effective disinfecting chemicals on the wash bins, urinals, and toilet bowls;
 - d. Dusting, and damp wiping of all hallways and comfort rooms;
 - e. Cleaning and polishing of partitions, glass doors and windows;
 - f. Cleaning of office furniture and fixtures, equipment's, counters and railings;
 - g. Dusting and cleaning of horizontal and vertical surface including all ceilings;
 - h. Emptying, collecting and/or disposing of trash from waste can or trash containers within the confines of the building to the receptacles provided for the purpose, cleaning and sanitizing of the same;
 - i. Removal of cobwebs and scrubbing of stain marks or fingerprints on walls, doors, post and ceilings;
 - j. Checking of water faucets, water apparatus, lights, and electrically run equipment, windows, and doors at the close of office hours;
 - k. Checking and controlling and maintaining the refilling of overhead water tanks;
 - l. Assisting in hauling, moving of tables, chairs, cabinets, and etc. upon instruction of authorized officials of concerned unit/dept.
 - m. Perform such other relevant duties that may be assigned by authorities.
3. Supplier shall, in accordance with the provisions of this Contract, fully and faithfully furnish all labor, tools, supplies and equipment, and supervision related to janitorial services, plants cape and landscape maintenance and allied services for the DOJ-NPS R02 Building and its surrounding premises located at Dalan Na Angngicacua, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan.
4. The AGENCY shall be solely responsible in hiring, payment of wages (including overtime pay and/or differential pay) of the janitors and other personnel movement like suspension or dismissal, and under no circumstances shall these janitors be considered as employees of the CLIENT under this contract, provided, however, that the CLIENT has the right to demand for replacement of any of the janitors who may be found remiss in the performance of their duties or in any way undesirable.
5. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of janitorial agencies. The AGENCY shall be liable to the janitors for the payment of any claim for injury, sickness, death or any other claim under the existing laws, rules and regulations nor for the payment of their Social Security System, Pag-ibig, and PhilHealth contributions, all these being for the account of the AGENCY. Further, the AGENCY shall submit certified copy of the payroll signed by the janitors after each pay day as well as certified copy of receipts of payment of government dues/remittances for the janitor's SSS, PhilHealth and Pag-ibig, all of which shall be part of the requirements in processing the payment of monthly billing for this contract;
6. The AGENCY shall protect the CLIENT from any liability arising from non-observance of Labor Laws, Rules and Regulations and/or whatever claims, cases, either

administrative, civil or criminal, arising from non-compliance with agreement or other laws, or as a result of this contract;

7. It is further understood by the CLIENT and the AGENCY that:
- a. The Contract of janitorial services is not covered by the Civil Service Commission (CSC) Laws, Rules and Regulations, but covered by Commission on Audit (COA) and auditing and accounting rules and regulations;
 - b. The janitorial staff deployed under this contract do not enjoy the benefits of Government employees such as PERA, ACA and RATA;
 - c. The janitorial services rendered are not considered government services;
 - d. No employee-employer relationship exists between the four (4) janitorial staff and the CLIENT.
8. The AGENCY shall be liable to the CLIENT for any loss or damage including theft that may be incurred upon the latter's equipment, buildings and properties per inventory list within the compound including additional items that may be acquired during contract duration, when such loss and damage is caused by the act, omission, fault or negligence of the janitor staff of the AGENCY. Such loss or damage shall be indemnified or paid for by the AGENCY either by paying for its value or by replacing the lost items with new ones and of the same or better quality of the lost or damaged item, at the option of the CLIENT. In the event that the AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the CLIENT against the party or parties responsible. The loss or damage to property shall be brought to the attention of the CLIENT within twenty four (24) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;
9. The AGENCY hereby agrees that absences and tardiness of its personnel shall be deducted from its monthly billings. Computation of deductions shall be based on labor cost only. In case of absences of janitors, the AGENCY should ensure that each assigned area must be manned by at least One (1) janitor augmented from other areas. In the event of long absences or cumulative absence of Five (5) days without justifiable reason the supplier must make necessary adjustment to form a replacement of janitor and a rapid test should be conducted to the replacement at the cost of the AGENCY. In such event, it will be the duty of the AGENCY to inform CLIENT of such replacement.
10. The AGENCY is also obliged to conduct regular inspection, monitoring and supervision of its personnel and assign a working supervisor in ensure performance efficiency. The janitors to be furnished must have uniform and proper ID, and shall be provided with tools and protective wears when needed.
11. Further, the AGENCY agrees to:
- a. Provide the necessary tools and janitorial supplies needed for the maintenance and upkeep of Client's premises
 - b. Provide extra manpower to render reasonable extra hours of service when extremely necessary during special occasion/celebration of the CLIENT and in case of emergencies and natural calamities;
 - c. Submit its workers to body search by the CLIENT;
 - d. Follow pertinent rules and regulations implemented by the CLIENT;
 - e. Be vigilant and faithful in the performance of its obligations under this Contract.

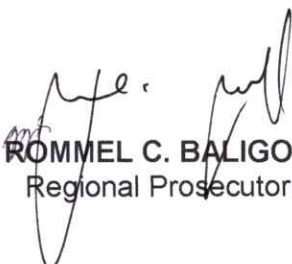
12. In consideration for the services rendered by the AGENCY, the CLIENT shall pay the AGENCY in the amount of **Seventeen Thousand Nine Hundred Ninety-Nine and 90/100 (P 17,999.90)**/month for the one (1) janitor, VAT inclusive, payable to the AGENCY each month on a "send-bill" basis.
13. The CLIENT has the right to terminate the services of AGENCY on valid/lawful grounds anytime within the contract period with prior notice to the AGENCY for any of the following grounds; (a) gross violation/s of the provision/s of this Contract; (b) consistent poor performance; (c) violation of labor laws, rules and regulations; and (d) failure to comply timely remittance of legally demandable obligations;
14. Any clarification of issues/concerns pertinent to this contract for its effective implementation same must be express in writing by either party duly signed and communicated to the other party and the same once ratified/concurred by both parties shall form part of this Contract, provided that such clarification shall not result to its substantial amendments or giving undue advantage to either party;
15. Any dispute arising from the implementation of this Contract covered by RA No. 9184, as amended and its IRR, which cannot be resolved amicably between the parties shall be submitted for Arbitration in accord with RA No. 876 (Arbitration Law) and R.A No. 9825 (Alternative Dispute Resolution Act of 2004). In case of litigation, however, the venue of the action or proceeding shall be the proper courts in the City of Tuguegarao or the Province of Cagayan.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 28th day of March 2022 at Tuguegarao City, Cagayan.

DEPARTMENT OF JUSTICE-NATIONAL
PROSECUTION SERVICE
Regional Office No. 2
(Client)

ITAWES MANPOWER SERVICES
CORPORATION
(Agency)


BY:


ROMMEL C. BALIGOD
Regional Prosecutor

BY:


RANDY M. FURIGAY
General Manager

Signed in the Presence of:


JOHNNY M. DCAB

Republic of the Philippines)
Province of Cagayan) S.S.
City of Tuguegarao)

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the above jurisdiction; personally appeared the following;

ROMMEL C. BALIGOD ID.No.: LTO DL # B04-93-027173
RANDY M. FURIGAY ID. No.: LTO M # N02-99-414938

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

This instrument consists of four (4) pages including this page wherein this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every pages hereof.

WITNESS MY HAND SEAL, this ____ day of MAR 28 2022 2022 at Tuguegarao City, Cagayan, Philippines.

Doc No. 57 ;
Page No. 13 ;
Book No. XV ;
Series of 2022 ;


ATTY. PRINCESS HONEY ANNE B. MANSION
Notary Public-Province of Cagayan
Commission No. RTC-Tug-2021-03
Notary Commission Expires on Dec.31, 2022
Roll No. 75053
IBP No.183405/01-03-2022/ Cagayan Chapter
PTR No. 11890061/01-03-2022/Province of Cagayan