

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of janitorial services is made and executed by and between:

FERTILIZER AND PESTICIDE AUTHORITY, formerly an attached agency of the Department of Agriculture and transferred to the Office of the President pursuant to Executive Order No. 165 with postal address at FPA Building, BAI Compound, Visayas Ave., Diliman, Quezon City represented by its Executive Director, **DR. NORLITO R. GICANA**, herein referred to as the **CLIENT**.

-and-

Ultimate Care Janitorial and Allied Services, a private company organized and existing under and by virtue of the laws of the Philippines, with office address at 4893 Novaliches St., Brgy. Olympia, Makati City, herein represented by its Proprietor, **MS. ARLYN D. GREGORIO**, herein referred to as the **CONTRACTOR**.

WITNESSETH:

WHEREAS, the **CLIENT** is desirous to enter into an agreement with any qualified Janitorial Services to maintain cleanliness and sanitation of the **CLIENT**'s premises;

WHEREAS, the **CLIENT** is desirous of engaging the janitorial and maintenance services of the **CONTRACTOR** for the purpose of maintaining the cleanliness and sanitation of its offices and building;

WHEREAS, after due deliberation, the FPA Bids and Award Committee recommends the award of Janitorial Services Contract to Ultimate Care Janitorial and Allied Services which was approved by the **CLIENT**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **CONTRACTOR** and the **CLIENT** hereby agree as follows;

- a. That the **CONTRACTOR** shall provide the **CLIENT** during the validity of this contract with:
 - a.1 three (3) janitors, two(2) male and one (1) female and shall work for eight (8) hours a day, six (6) days a week. However, it is understood that an additional number of janitor shall be provided by the **CONTRACTOR** upon request of the **CLIENT**, whenever the exigencies of such services require or warrant, provided, the **CLIENT** shall assume payment of the salary for the additional janitor/janitress in accordance with the rate under this Contract.

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- b. That the personnel to be employed by the CONTRACTOR must possess the necessary qualifications and fitness for employment and must be good moral character, competent, courteous, honest and in proper and complete uniform;
- c. That the CONTRACTOR shall be solely liable for any damage or loss caused by its janitor/janitress in the performance of duties as such. In order to determine the act, omission, negligence or misdemeanour of the personnel of the CONTRACTOR, the parties shall jointly investigate the damage or loss;
- d. That the CONTRACTOR shall provide the necessary supplies, materials and equipment per quotation submitted relative to the services herein and shall bear expenses appurtenant to the proper execution of the services mentioned;
- e. That the services to be rendered by the CONTRACTOR shall include among others, but not limited to the following:
- e.1. Daily sweeping, mopping, spot scrubbing and polishing of all floors, entrance/exit area, hallways, lobbies and stairways;
 - e.2. Cleaning and vacuuming of elevator and individual rooms in the office building;
 - e.3. Cleaning and sanitation of all comfort rooms;
 - e.4. Dusting and cleaning of horizontal and vertical surfaces;
 - e.5. Sweeping of cobwebs on walls and ceilings;
 - e.6. Emptying and cleaning of ash trays and trash receptacles;
 - e.7. Removing the stains and finger marks on the walls and glass panels;
 - e.8. Cleaning and dusting of tables, surfaces with glass tops, glass doors and windows, pieces of furniture and other partition of the building that require daily attention;
 - e.9. General cleaning at least once a week; and
 - e.10. Other services within the building which may be assigned by FPA Management from time to time within the scope of janitorial services.
- f. That it is expressly understood that the janitor/janitress are employees of the CONTRACTOR. In case of claims for death, injury or damages caused by the personnel of the CONTRACTOR to the CLIENT or third parties in the performance of the duties, the CONTRACTOR shall assume full responsibility;
- g. That the CLIENT has the option and discretion to ask for the relief or replacement of any of the personnel assigned by the CONTRACTOR to the CLIENT due to loss of trust and confidence, inefficiency, disobedience and poor performance of work;

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- h. That for and in consideration of the services to be rendered by the CONTRACTOR, the CLIENT shall pay the former the sum of PESOS: a total of FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-EIGHT and 02/100 (Php 44,768.02) per month for three(3) janitor/janitress assigned to the FPA or FIVE HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED SIXTEEN AND 26/100 (Php 537,216.26), for twelve months. The said payment includes wages, cost of living allowance, SSS, Philhealth, Pag-IBIG, 13th month pay under the existing labor laws and other costs including supplies, materials and equipment. It is understood that the payment under this Contract shall be made in two(2) equal instalments, payable every 15th and end of each month, subject to existing government accounting and auditing, rules and regulations;
- i. That the CLIENT shall have the right to terminate this Contract for failure of the CONTRACTOR to comply strictly with the terms and conditions of the Contract, or if after the evaluation of the service rendered, the same is found to be inefficient, ineffective and unsatisfactory, by giving thirty(30) days written notice to that effect;
- j. That this Contract is valid and effective for a period of Twelve (12) months commencing on *October 01, 2014* and expiring on *September 30, 2015*, unless terminated by either parties by serving a written notice thirty (30) days prior to the termination.

IN WITNESS WHEREOF, the parties here below affixed their signature:

**FERTILIZER AND PESTICIDE
AUTHORITY**


**ULTIMATE CARE JANITORIAL
AND ALLIED SERVICES**

By:  **NORLITO R. GICANA, CESO III**
Executive Director

By:  **ARLYN D. GREGORIO**
Proprietor

SIGNED IN THE PRESENCE OF:

 **JOSEPHINE S. GUNTAN**
Administrative Officer V

 **CARMELITA Y. CALOSTALES**

FUNDS AVAILABLE:

 **JANNETTE N. CALUYA**
Accountant I and OIC, Accounting Unit

ACKNOWLEDGEMENT

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

BEFORE ME, this _____ day of AUG 26 2014, 2014 herein the City of MANILA, Philippines personally appeared:

<u>NAME/CLIENT</u>	<u>GOV'T. ISSUED ID</u>	<u>ID NO./DATE ISSUED</u>
NORLITO R. GICANA	<u>PPA ID</u>	<u>EN009/06-23-2005</u>
ARLYN D. GREGORIO	<u>SSS-ID</u>	<u>33-4587161-6</u>

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

This instrument consist of four (4) pages including the page on which the acknowledgement is written has been signed on each and every page thereof by the parties concerned and their instrumental witnesses with my notary seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place written above.

[Signature]
ATTY. DELFIN R. AGCAOILI JR.
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2014
 PTR NO. 2413105 / 2014 MLA.
 IBP NO. 943959 / 2014 MLA.
 ROLL NO. 24655 / TIN NO. 144-519-068
 MCLE III - 0013521
 COMMISSION NO. 2013-023

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[Handwritten signatures]
 Arly D. Gregorio
 Norlito R. Gicana
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