

2023 CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

THIS Contract for Janitorial Services, made this 7th day of FEBRUARY 2023 by and between:

The **MARITIME INDUSTRY AUTHORITY (MARINA)**, an attached agency of the Department of Transportation (DOTr), duly created by virtue of Presidential Decree No. 474, with principal office address at A. Bonifacio Drive corner 20th Street, Port Area, Manila, represented herein by its Administrator, **Atty. HERNANI N. FABIA**, hereinafter referred to as "**MARINA**".

and,

LSERV CORPORATION, a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit C & D, 21st Floor, Petron Mega Plaza Building, #358 Sen. Gil Puyat Avenue, Makati City as represented by its Vice President, **Mr. GENEROSO T. CANLAS, JR.**, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS **MARINA** invited bids for the 2023 JANITORIAL SERVICES for the **MARINA** Central Office (Public Bidding No. 2022-10-545) and has accepted a bid by the **CONTRACTOR** amounting to Nine Million Pesos (P9,000,000.00), herein called the "**CONTRACT PRICE**";

WHEREAS, the **MARINA** and the **CONTRACTOR** hereby further agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as an integral part of this Agreement, viz.:
 - a. The Bid Form and the Price Schedule submitted by the **CONTRACTOR**;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The General Conditions of the Contract;
 - e. The Special Conditions of the Contract;
 - f. The Notice of Award;
 - g. Certificate of Availability of Funds; and
 - h. The Performance Security

md

mg

[Signature]

[Signature]

3. That Thirty-Four (34) janitors/janitress and one (1) supervisor shall be assigned by the CONTRACTOR to MARINA to work from Monday to Friday, from 7:00 A.M. to 4:00 P.M., 8:00 AM TO 5:00 PM, and 9:00 AM to 6:00 PM on a shifting schedule.

No. of Utility Personnel	LOCATION
28	MARINA Central Office A. Bonifacio Drive corner 20 th street Port Area Manila
3	MARINA Satellite Office at SM City Manila, Concepcion corner Arroceros St., San Marcelino, Ermita, Manila
2	MARINA Satellite Office at PITX, Paranaque City
1	MARINA Satellite Office at POEA, Ortigas Pasig
1	Supervisor
35	TOTAL

- 3.1 To perform the following:

3.1.1 DAILY ROUTINE OPERATIONS:

- a. Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, stairs and entrances or areas which may be specified by MARINA;
- b. Cleaning and sanitizing of work stations, comfort rooms, pantries and sinks; removal of spots or stain from floors; and wiping by application of cleaning solutions of all surfaces, such as tabletops, chairs, and computers to remove dust, soot, and grime;
- c. Proper disposal of solid waste from the service area assigned to the designated trash storage;
- d. Spraying of disinfectant; and
- e. Upkeep of indoor potted and garden plants.

3.1.2 WEEKLY ROUTINE:

- a. Spot scrubbing, dirt stain removal and cleaning of chairs, tables and window blinds;
- b. Thorough cleaning, washing and scrubbing, of all rooms and comfort room facilities;
- c. Cleaning and polishing of walls, counters, light diffusers, picture frames and hanging wall frames; and
- d. Washing, scrubbing, stripping, waxing and polishing floors.

AM

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

3.1.3 MONTHLY ROUTINE:

- a. Dusting and removing of cobwebs from ceiling of the premises.
- b. Cleaning of ornamental plants and polishing of metal signs;
- c. General cleaning of window blinds, and
- d. Refilling of liquid deodorizers in all restrooms.

3.1.4 MISCELLANEOUS ROUTINE:

- a. Report all breakages, electrical malfunctions, and others that require immediate attention;
- b. Miscellaneous work such as carrying, transporting or moving of office furniture, equipment, supplies within and/ or outside office premises as may be assigned from time to time.
- c. Rendition of overtime services during emergency situations and/ or extraordinary circumstances may be allowed; and

4. The Janitorial Service Agency shall provide sufficient necessary cleaning equipment and supply of materials for the duration of the contract are as follows;

a. Equipment (to be provided free of charge)

- 6 units - floor polisher
- 10 units - vacuum cleaner

b. Tools:

- 30 pieces - Stripping pad for floor polisher
- 30 pieces - polishing pad for floor polisher
- 30 units - mop squeezer
- 10 pieces - Caution Signage
- 30 pieces - spatula
- 2 pieces - 12' Aluminum ladder
- 3 units - 30-meter Water Hose
- 20 Pieces - plastic pails
- 7 pieces - large plastic container (drum)
- 25 Pieces - toilet hand pump
- 25 pieces - toilet bowl hand brush
- 300 pieces - rags for dry wiping/cleaning
- 300 piece - rags for wet wiping/cleaning
- 300 piece - soft broom
- 50 pieces - broomstick
- 60 pieces - doormats for comfort room

m

af



c. Materials:

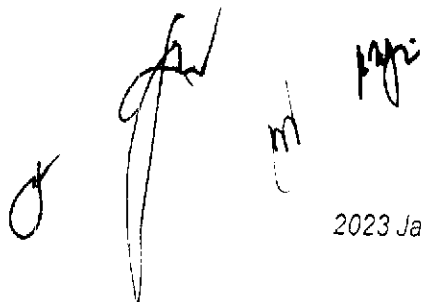
- 36 gal - Liquid disinfectant for comfort rooms
- 48 gal - Muriatic acid
- 24 gal - Air freshener
- 48 gal - Furniture liquid polish
- 36 gal - Liquid stain remover
- 48 gal - Shine polish/wax for vinyl tiles
- 150 gal - Liquid soap for comfort rooms
- 600 pcs - Deodorant cake for comfort rooms
- 240kg - Detergent powder
- 36 kg - Powder cleanser
- 36 reams - Scrubbing pad (for dishwashing)
- 36 pcs - Steel wool
- 600 pcs - Toilet Tissue Paper
- 48 cans - Insecticide
- 36 cans - Metal Polish
- 8,400 pcs - Garbage bag (Black, XL)
- 3,600 pcs - Garbage bag (Black, Small)
- 1,200 pcs - Garbage bag (transparent, XL)

5. That the **CONTRACTOR** shall furnish the services of utility personnel who are honest, properly trained and screened, trustworthy and reliable, such that these personnel shall not disclose to anybody, any information heard or learned while rendering the services, which might be detrimental to the interest and integrity of the **MARINA**;
6. That the **MARINA** and the **CONTRACTOR** mutually agree to exert effort in undertaking remedy to any defects that may occur in the contract in order to give full effect to its provisions;
7. That if the exigency of the service so requires, the **MARINA** shall have the right to increase or decrease the number of utility personnel at the rate of compensation herein set forth and/or extend the working hours, to be considered as overtime services, compensation of which shall be in accordance with the provisions of the Labor Code and provided further that such addition or reduction shall be communicated in writing;
8. The **MARINA** reserves the right to reject and/or request for replacement of any of the **CONTRACTOR's** assigned personnel at its discretion if it finds the services of subject personnel unsatisfactory;

m



- a. The **CONTRACTOR** shall maintain a very satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management, (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports
 - b. Before the end of the year, MARINA shall conduct an assessment or evaluation of the performance of the service **CONTRACTOR** based on the set of performance criteria prescribed by **MARINA**.
9. That the **CONTRACTOR** warrants to comply with its obligations as employer pursuant to the Labor Code, Worker's Compensation Law, Social Security Act, and other Philippine Laws, with regard to its personnel who may be assigned to render the aforementioned services at **MARINA** premises. Should any national or local wage/salary adjustment be enforced during the validity of this contract through a law or wage order, said adjustment shall be for the account of the **MARINA** and shall be considered a necessary amendment of this contract;
 10. This Contract of Janitorial Services is for the period of One (1) year effective February 16, 2023 to December 31, 2023 and may be extended without prejudice to and in accordance with the provisions of R.A. 9184, its Implementing Rules and Regulations and Revised Guidelines on Extension of Contracts for General Support Services;
 11. That in consideration of the services abovementioned, the **MARINA** hereby undertakes to pay the **CONTRACTOR** the Contract Price throughout the duration of the contract;
 12. **FREE AND HARMLESS CLAUSE.** Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries that may be compensable under any worker's compensation laws;
 13. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and neither is an employee of the other;
 14. **NO ASSIGNMENT.** Neither party may assign this Agreement without the written consent of the other;
 15. **FORCE MAJEURE.** Performance by either party may be excused by the occurrence of events beyond the control of the parties, including, but not limited to, unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. Upon the declaration of a force majeure event, neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event.



faith to discuss alternative dates for the event.

16. **STANDARD ARBITRATION CLAUSE.** "Any controversy or claim arising out of or relating to this agreement, of the breach thereof, that cannot be acceptably negotiated by both parties shall be settled by arbitration in accordance with the rules of the "Alternative Dispute Resolution Act of 2004". Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof."

17. **VENUE OF ACTION:** "In case of litigation arising from or in connection with this Contract, the parties agree that the venue of action shall be at the proper court in the City of Manila only."


IN WITNESS WHEREOF, the parties hereto signed this Contract on this _____ day of _____ at _____.

LSERV CORPORATION

MARITIME INDUSTRY AUTHORITY


BY:

BY:


MR. GENEROSO T. CANLAS, JR.
Vice President


Atty. HERNANI N. FABIA
Administrator

SIGNED IN THE PRESENCE OF:


Andrew A. Balde
Senior Manager


SONIA B. MALALANA
Deputy Administrator

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
Makati City

BEFORE ME, a Notary Public, for and in the City of Manila, personally came and appeared

1. Mr. GENEROSO T. CANLAS, JR.

2. Atty. HERNANI N. FABIA

Makati City

DRIVERS LICENSE

002-01-070124

USA 04763-6

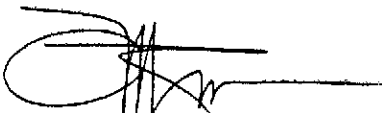
Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the corporation/agency they each represent.

This instrument pertains to a Contract for the 2023 Janitorial Services where the acknowledgment is written, and signed by the herein parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on MAY 04 2023 at

~~Makati City~~

DOC NO. 01
PAGE NO. 02
BOOK NO. 08
SERIES OF 2023.


ATTY. CECILIA M. TUAZON
Commission No. 14308
Notary Public for Makati City
until December 31, 2023
Roll No. 52750

IBP No. 273008 / 06 January 2023 / Manila IV
PTR No. 9565284 / 04 January 2023 / Makati City
MCLE Compliance No. VII-0022379
21st Floor, Petron Mega Plaza Building,
358 Sen. Gil J. Puyat Ave., 1200 Makati City

MM

[Handwritten marks and signatures]

18. CLEANING EQUIPMENT AND SUPPLY OF MATERIALS:

a. Equipment (to be provided free of charge)

- 6 units - floor polisher
- 10 units - vacuum cleaner

b. Tools:

- 30 pieces Stripping pad for floor polisher
- 30 pieces polishing pad for floor polisher
- 30 units - mop squeezer
- 10 pieces - Caution Signage
- 30pieces - spatula
- 2 pieces - 12' Aluminum ladder
- 3 units - 30-meter Water Hose
- 20 Pieces - plastic pails
- 7 pieces - large plastic container (drum)
- 25 Pieces - toilet hand pump
- 25pieces - toilet bowl hand brush
- 300pieces - rags for dry wiping/cleaning
- 300piece - rags for wet wiping/cleaning
- 300piece - soft broom
- 50 pieces - broomstick
- 60 pieces - doormats for comfort room

c. Materials:

- 36 gal - Liquid disinfectant for comfort rooms
- 48 gal - Muriatic acid
- 24 gal - Air freshener
- 48 gal - Furniture liquid polish
- 36 gal - Liquid stain remover
- 48 gal - Shine polish/wax for vinyl tiles
- 150 gal - Liquid soap for comfort rooms
- 600 pcs - Deodorant cake for comfort rooms
- 240kg - Detergent powder
- 36 kg - Powder cleanser
- 36 reams - Scrubbing pad (for dishwashing)
- 36 pcs - Steel wool
- 600 pcs - Toilet Tissue Paper
- 48 cans - Insecticide
- 36 cans - Metal Polish
- 8,400 pcs - Garbage bag (Black, XL)
- 3,600 pcs - Garbage bag (Black, Small)
- 1,200 pcs - Garbage bag (transparent, XL)

mt

mt

[Signature]