

2024 CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

THIS Contract for Janitorial Services, made this _____ day of _____ 2024 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, **MS. SONIA B. MALALUAN**, 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 2024 JANITORIAL SERVICES for the MARINA Central Office (Public Bidding No: 2024-02) and has accepted a bid by the CONTRACTOR amounting to Five Million Three Hundred Ninety-Six Thousand Two Hundred Nineteen and 64/100 (P5,396,219.64) 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

3. CONTRACT PERIOD

The contract period shall be for a period of seven (7) months, from June to December 2024 effective within seven (7) calendar days after the issuance of the Notice to Proceed (NTP).

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4. SCOPE OF SERVICE

Provision of Janitorial Services consists mainly of providing reliable and well-trained thirty-Three (33) janitors/janitress and one (1) supervisor, including cleaning supplies, materials, and equipment for seven (7) months.

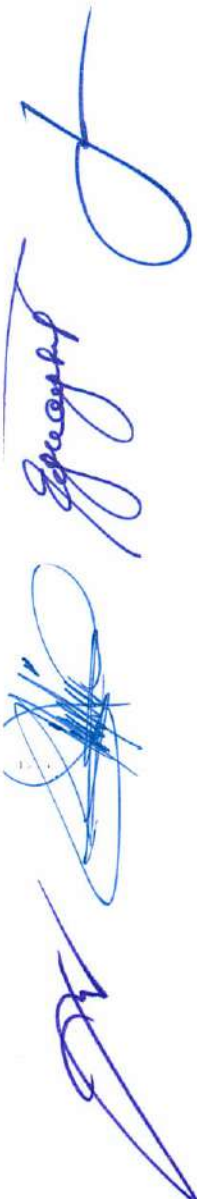
All thirty-four (34) janitor personnel, one of whom will be designated as the Supervisor, will be assigned to the MARINA Central Office Building and Extension / Satellite Offices located at the following addresses:

| No. of Utility Personnel | LOCATION |
|--------------------------|--|
| 30 | MARINA Central Office Bonifacio Drive corner 20th street Port Area Manila |
| 2 | MARINA Satellite Office at SM City Manila, Concepcion corner Arroceros St., San Marcelino, Ermita, Manila |
| 1 | POEA- Ground Floor, Ortigas, Pasig |
| 1 | Supervisor |
| 34 | TOTAL |

- a. Each service personnel shall be required to render a minimum of eight (8) hours of service from Mondays to Fridays, observing the work schedule of 7:00 AM – 4:00PM or 9:00 AM – 06:00 PM;
- b. MARINA shall prescribe the schedule and corresponding duties of the janitorial personnel. The respective areas of assignment of the janitorial personnel shall also be determined by the MARINA;
- c. The Service Provider shall provide additional service personnel under the same rate and manner of payment or reduce the number thereof as the need arises, upon the request of MARINA;
- d. Should janitorial personnel go on a scheduled or unscheduled leave of absence, the Service Provider shall promptly dispatch / assign a reliever, otherwise, a corresponding reduction in the monetary obligation of MARINA shall be made;
- e. The Service Provider shall assign a Supervisor to monitor the performance of the janitorial personnel, attendance and handle the consolidation of daily time records periodically as a documentary basis for billing to MARINA.
- f. Under the direction and supervision of MARINA's Chief, General Services Division, the Service Provider agrees to subject its janitorial personnel assigned to MARINA to perform the following tasks:

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;



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- 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;
- f) Prepare and serve refreshments during conferences and/or meetings.

WEEKLY ROUTINE OPERATIONS:

- a) Wash, scrub, wax, remove dirt stain with stripper, wash and polish all floors;
- b) Clean, sanitize and disinfect all washrooms and toilets, toilet bowls, urinals, lavatories, and water containers;
- c) Thorough cleaning, washing, and scrubbing of all rooms and comfort room facilities;
- d) Wash, soap, rinse and wipe dry all glass windows, trash receptacles, and garbage cans;
- e) Defrost and clean refrigerators, water dispensers, microwave ovens, and oven toasters;
- f) Wash clean, and wipe dry light diffusers, vertical / horizontal blinds, ACU vents, electric fans, air purifier; and
- g) Vacuum carpeted floors and remove spots and stains with remover, liquid shampoo and brush.

MONTHLY ROUTINE:

- a) Dust and remove cobwebs in all areas of the MARINA premises;
- b) Clean, shampoo, and vacuum-dry partitions, as necessary;
- c) Shampoo and vacuum-dry all carpeted areas;
- d) Wipe ceiling boards in the office area, and clean the utility and storage rooms;
- e) Clean ornamental plans and polish metal signs;
- f) Refill liquid deodorizers in all restrooms; and
- g) Spraying insecticides and other pest control activities.

JANITORIAL SUPERVISOR (DAILY OPERATIONS):

- a) Supervise the work of the janitorial personnel to ensure faithful performance of their tasks;
- b) Prepare work assignments and schedule twice a month;
- c) Represent the Service Provider and be responsible for attending to / implementing various requests and instructions, and in addressing / resolving complaints reported by MARINA;
- d) Prepare and submit monthly work accomplishments and inventory reports on (1) the monitoring of the use of consumable supplies/items and the detection of defective tools and equipment to be fixed/repaired and/or replaced;
- e) Prepare a work accomplishment report for extra
- f) service/overtime services rendered; and
- g) Perform other similar and related tasks as required or assigned from time to time.




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MISCELLANEOUS AND OTHER SERVICES:

Miscellaneous services will be performed as required (i.e. logistical assistance during meetings and conferences, hauling of office furniture, fixtures and equipment, and other official errands). Other services include:

- a) Reporting of any damage/leaking pipe plumbing, water
- b) and toilet facilities, electrical installations, and any damaged furniture and fixtures that will need immediate repair;
- c) Performing errands as required by the concerned MARINA
- d) units/offices (in performing errand services, the janitorial personnel must fill out a Pass Slip form which will be provided by the Service Provider).

TOOLS AND EQUIPMENT USED IN DAILY OPERATIONS

- a. The Service Provider shall make available, for its own account and at no additional cost to MARINA, the following tools and equipment necessary for the satisfactory performance of the service:

| # | PARTICULARS | UNIT | QTY. |
|----|--------------------------------------|------|------|
| 1. | 12' Aluminum ladder | Unit | 2 |
| 2. | Floor Polisher | Unit | 6 |
| 3. | Vacuum Cleaner | Unit | 10 |
| 4. | Mop Squeezer | Unit | 30 |
| 5. | Wheeled Bucket Wringer (mop bucket) | Unit | 15 |
| 5. | Housekeeping Cleaning Tool Belt bags | Unit | 35 |
| 6. | Rubber Water Hose, 30 meters | Unit | 3 |

- b. The Service Provider shall make available every month for the duration of the contract the following minimum consumable supplies and items for the satisfactory performance of the service based on the quantities itemized below:

| # | PARTICULARS | UNIT | QTY. |
|-----|---|-------|------|
| 1. | Liquid Wax - 3.75 liters | botl. | 12 |
| 2. | Floor Polishing Stripping pad 16" ordinary | pcs. | 24 |
| 3. | Microfiber rags | kg. | 24 |
| 4. | Deodorizer cake, 30 grams | doz. | 5 |
| 5. | Air freshener - 320 ml; aerosol spray | can | 30 |
| 6. | Insect Spray - water-based, liquid, 420 ml. net content, aerosol spray | can | 30 |
| 7. | Liquid disinfectant - 5 liters per container | botl. | 40 |
| 8. | Liquid fabric conditioner @ 900 ml. per container (for carpeted flooring) | botl. | 8 |
| 9. | Cleaning pads (for toilets and pantries) | pcs. | 40 |
| 10. | Toilet bowl cleaner | btl. | 16 |



| | | | |
|-----|---------------------------------|-------|-------|
| 11. | Powder Soap/detergent | kg. | 50 |
| 12. | Bleaching Solution | gal. | 8 |
| 13. | Carpet shampoo | botl. | 10 |
| 14. | Ceiling broom | pc. | 6 |
| 15. | Hand brush for toilets | pc. | 35 |
| 16. | Hand gloves - rubber | pc. | 35 |
| 17. | Dustpan | pc. | 12 |
| 18. | Soft broom (tambo) | pc. | 15 |
| 19. | Stick broom (ting-ting) | pc. | 15 |
| 20. | Liquid Glass Cleaners, 3700 ml. | gal. | 12 |
| 21. | Metal Polish - 150 ml. | pc. | 5 |
| 22. | Mop Head for bucket wringer | pc. | 30 |
| 23. | Garbage/Trash bags (small) | pc. | 3,600 |
| 24. | Garbage bags (xxl) | pc. | 1,200 |

5. QUALIFICATIONS OF THE SERVICE PROVIDER:

The qualifications of the service provider are as follows:

- a) Should have at least three (3) years of experience providing janitorial services and/or housekeeping services;
- b) Must be duly registered with the Philippine Government Electronic Procurement System (PhilGEPS);
- c) Must be a duly licensed and registered service provider with the Department of Labor and Employment (DOLE);
- d) Must be registered with the Securities and Exchange Commission (SEC) or Department of Trade and Industry (DTI) or Cooperative Development Authority (CDA);
- e) Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (HDMF), Pag-IBIG, and PhilHealth;
- f) Must be duly registered with the Bureau of Internal Revenue (BIR): Net Financial Contracting Capacity at least equal to the ABC or Committed Line Credit at least equal to 10% of ABC.
- g) A very satisfactory rating from at least three (3) government agencies or private corporation/s, with whom the service provider has a past or ongoing contract; and
- h) The Service provider must have a physical office in Manila and an available line for communications.

6. RESPONSIBILITIES OF THE SERVICE PROVIDER

- a) The Service Provider shall collate and submit the following Janitor Personnel Data Information to MARINA;
 - Copy of Employee Personal Data Sheet with details such as SSS, Pag-IBIG, PhilHealth Number, and other information;
 - Latest Copy of the Barangay, Police and NBI Clearance;
 - Health Permit issued from the City of Manila; and
 - Copy of Pre-employment Medical Exam
- b) The Service Provider shall pay its janitorial personnel on time and not less than the minimum wage and other benefits mandated by law. The Service Provider shall comply with the laws governing labor standards and employee's compensation. A certification for the purpose shall be required from the Service Provider.
- c) The Service Provider shall make prompt payments to all its janitorial personnel such remuneration and benefits indicated and set forth in accordance with the existing minimum rates provided by law. The Service Provider shall also make

timely and immediate remittances of all contributions and other payments due to SSS/PhilHealth/Pag-IBIG or such other related government agencies where the janitorial services provider is bound to make remittance for the benefit of its personnel assigned to MARINA.

- d) The Service Provider is responsible for informing all its janitorial personnel deployed to the works, of MARINA's rules and regulations which are expected to observe at all times.
- e) The Service Provider shall provide the janitorial personnel with appropriated uniforms, protective gear if necessary, and ensure that they observe proper personal hygiene and appear neat and clear at all times;
- f) The Service Provider shall provide the service personnel with complete identification cards which shall be worn at all times while within the MARINA premises.
- g) The Service Provider shall submit a Daily Housekeeping and Maintenance Checklist covering office premises and toilet facilities;
- h) The Service Provider shall guarantee that its personnel are well-trained. The winning contractor shall see to it that all personnel assigned to MARINA have received or been subjected to appropriate training. This is for them to be equipped with the right knowledge and skills in the performance of their duties and responsibilities.
- i) The Service Provider shall assume responsibility and liability for all damages and losses which may occur within the MARINA premises directly caused or arising as a result of any misconduct, negligence, fault, dishonesty of the personnel concerned, as maybe found guilty by a joint and impartial investigation.

7. WARRANTY

The Service Provider warrant MARINA the following:

- 1. Full responsibility for the contract work from the commencement to the termination;
- 2. Cost of damage or loss of the MARINA's property, or to those for which MARINA may be held responsible for whatever reason, which is due to or has been sustained through the fault of the assigned service personnel;
- 3. Any injuries or damages suffered by reason of failure, negligence, delay of conduct on the part of the Service Provider and/or its personnel in the performance of its contractual obligations; and
- 4. Freedom from any liability or damage or loss of the Service Provider's tools, equipment, or materials needed for the duration of the Contract, unless it is clearly ascertained that the fault lies with MARINA. Damaged or lost tools, equipment, and material shall be immediately replaced by the Service Provider to avoid any interruption in the delivery of the required services.

8. EXTENSION CLAUSE

The extension of the contract is subject to the provisions of RA No. 9184 and its IRR. The extended term shall automatically terminate upon the effectivity of a new contract.

9. PERFORMANCE EVALUATION

The Service Provider shall maintain a satisfactory level of performance throughout the term of the Contract. MARINA shall evaluate the Contractor's performance based on the following:

- a) Quality of Service Rendered;
- b) Timely submission of regular Monthly Accomplishment Report; and
- c) Management and suitability of Personnel.



10. DOCUMENTARY REQUIREMENTS:

The Service Provider shall submit the following documentary requirements:

- a) Company profile, confirming the foregoing requirements, including the organizational chart;
- b) Copy of the latest Mayor's / Business Permit or its Equivalent Document. A valid certificate of PhilGEPS Registration (Platinum Membership) may be submitted in lieu of the Mayor's / Business Permit.
- c) Copies of the Certificate of Registrations from the following government agencies:
 - SEC or DTI or CDA;
 - PhilGEPS
 - SSS
 - PAGIBIG
 - PhilHEALTH
 - DOLE
- d) Copies of employee data and other employment requirements.

11. RIGHTS OF THE MARINA

- a) MARINA reserves the right to request the immediate change and replacement of the service personnel who may be found dishonest, incompetent, and whose continued engagement is deemed prejudicial to the best interest of MARINA.
- b) In case the exigency of the service is required, MARINA shall have the right to require janitorial personnel to render overtime services, compensable in accordance with the provisions of the Labor Code.
- c) MARINA shall have the sole option to terminate the contract at any time for violation of any of the terms and conditions thereof and/or, if in its judgment, the service it has rendered is substandard and/or unsatisfactory.

12. CONTRACTUAL CONSIDERATION

In consideration of the services provided herein, MARINA shall pay the Service Provider, during the term of the contract, an amount equivalent to the salary per janitor of P610.00 per day (P13,267.50 per month) and per supervisor of P1,000.00 per day (P21,750 per month) including benefits mandated by law based on eight (8) hours a day, 5 days a week (Monday to Friday), in accordance with the provisions of labor code.

If the minimum wage is increased or additional fringe benefits for the janitorial personnel are promulgated by law, decree, or wage order subsequent to the execution of the Contract, the new rate shall be adjusted to conform to the law. The Service Provider must inform MARINA (in writing) of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation, subject to the accounting and auditing rules and regulations;

In case of any adjustment in the compensation, it shall be paid by MARINA without the need to execute a supplemental agreement. Moreover, any increase or adjustment of wages proclaimed and approved by the government shall be deemed automatically adopted and implemented by MARINA and a supplemental agreement to that effect shall not be required.

13. CONFIDENTIALY CLAUSE

In the course of the undertaking between MARINA and Service Provider, any data received by the latter from MARINA shall be treated as confidential information which may not be disclosed to any person without authority from the MARINA or

the relevant Government department or agency. Further, should there be any data containing personal and sensitive personal information received by Service Provider from the NPC, the processing of such, in any, shall comply with the provision of the Data Privacy Act of 2012 and its Implementing Rules and Regulations (IRR).

14. OTHER MATTERS

It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives and agents. MARINA shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or during the performance of the functions of the janitors pursuant to this contract.


15. TERMS OF PAYMENT

Payment to the Service Provider shall be made on a monthly basis, subject to the submission of a billing statement and other supporting documents by the Service Provider. The services shall be billed on the actual services received by MARINA.

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

LSERV CORPORATION

BY:


MR. GENEROSO T. CANLAS, JR.
Vice President

MARITIME INDUSTRY AUTHORITY

BY:



MS. SONIA B. MALALUAN
Administrator *Ho*

29 JUL 2024

SIGNED IN THE PRESENCE OF:



MR. ANDREW A. BALDE



MR. VIEN CONSTANTINE C. MESINA
MFAS – GSD, MARINA
End-user



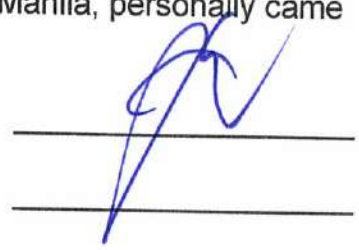
MS. EDEN Z. EVANGELISTA
Chief Accountant, MARINA

ACKNOWLEDGEMENT

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

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

- 1. **MR. GENEROSO T. CANLAS, JR.**
- 2. **MS. SONIA B. MALALUAN**




Known to me and 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.

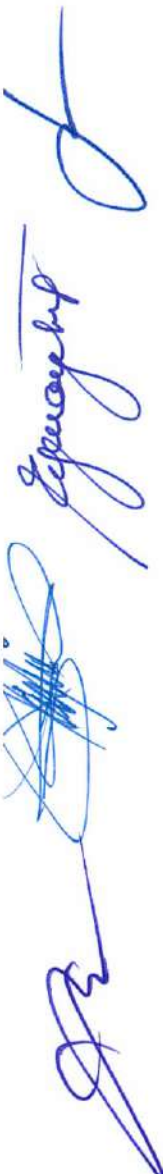
This instrument pertained to a Contract for the 2024 Janitorial Services where the acknowledgement is written, and signed by the herein parties and their instrumental witnesses on each and every page hereof.


WITNESS MY HAND AND SEAL ON JUL 29 2024 at Makati City.

DOC NO. 99 :
 PAGE NO. 21 :
 BOOK NO. 14 :
 SERIES OF 2024



ATTY. CECILIA M. TUAZON
 Notarial Commission No. M-136
 Notary Public for Makati City until December 31, 2025
 Roll No. 58750
 IBP No. 377943 / 28 December 2023 / Manila IV
 PTR No. 9565284 / 04 January 2024 / Makati City
 MCLE Compliance No. VII-0022379
 21 F Petron Mega Plaza
 Building 358 Sen. Gil Puyat Avenue, Makati City
 09175170113; cmtuazon@lserv.com.ph



Reviewed By:

 OFFICE OF THE GENERAL COUNSEL
 LSERV CORPORATION

ANNEX 1
(Attachment to the Contract -2024 Janitorial Services)

CLEANING EQUIPMENT AND SUPPLY OF MATERIALS:

Equipment (to be provided free of charge)

| | | | |
|-----|---|-------|-------|
| 1. | 12' Aluminum ladder | Unit | 2 |
| 2. | Floor Polisher | Unit | 6 |
| 3. | Vacuum Cleaner | Unit | 10 |
| 4. | Mop Squeezer | Unit | 30 |
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| 6. | Housekeeping Cleaning Tool Belt bags | Unit | 35 |
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| 9. | Floor Polishing Stripping pad 16" ordinary | pcs. | 24 |
| 10. | Microfiber rags | kg. | 24 |
| 11. | Deodorizer cake, 30 grams | doz. | 5 |
| 12. | Air freshener - 320 ml; aerosol spray | can | 30 |
| 13. | Insect Spray - water-based, liquid, 420 ml. net content, aerosol spray | can | 30 |
| 14. | Liquid disinfectant - 5 liters per container | botl. | 40 |
| 15. | Liquid fabric conditioner @ 900 ml. per container (for carpeted flooring) | botl. | 8 |
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| 19. | Bleaching Solution | gal. | 8 |
| 20. | Carpet shampoo | botl. | 10 |
| 21. | Ceiling broom | pc. | 6 |
| 22. | Hand brush for toilets | pc. | 35 |
| 23. | Hand gloves - rubber | pc. | 35 |
| 24. | Dustpan | pc. | 12 |
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