

## CONTRACT OF JANITORIAL SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

**LAND REGISTRATION AUTHORITY (LRA)**, represented by its **OIC-Administrator, ROBERT NOMAR V. LEYRETANA, CESO II**, a government agency duly organized and existing under the laws of Republic of the Philippines with postal address at LRA Building, East Avenue corner NIA Road, Diliman, Quezon City, hereinafter referred to as the "**AUTHORITY**";

And

**PHILCARE MANPOWER SERVICES**, a single proprietorship and existing under the laws of Republic of the Philippines, with business address at 6111 Albert St., Poblacion, Makati City, represented by its President and General Manager, **EDMUNDO C. MONTAÑES**, hereinafter referred to as the "**CONTRACTOR**".

### WITNESSETH:

**WHEREAS**, the **AUTHORITY** desires to engage the services of a competent, qualified and able janitorial agency who shall maintain in a healthy and sanitary condition Central Office and Registries of Deeds nationwide;

**WHEREAS**, a public bidding was conducted by the **AUTHORITY** on 14 December 2021 at 02:00 P.M. in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, as amended, and other existing pertinent laws, where the **CONTRACTOR** participated, and after evaluation of the bids submitted, was determined to be the Lowest Calculated and Responsive Bid;

**WHEREAS**, the **CONTRACTOR** is the duly proclaimed winning bidder for janitorial services by the Bids and Awards Committee on Procurement of Goods, Supplies and Materials (BAC-PGSM) as contained in the Notice of Award dated February 2, 2022, subject to the requirement of posting of bonds;

**WHEREAS**, the **CONTRACTOR** represents that it has the experience, organization, manpower complement, tools and materials necessary to comply with the services needed by the **AUTHORITY** and it has the permit and/or license to operate and perform its undertaking;

**WHEREAS**, the **CONTRACTOR** has offered to render the required and desired services on the basis of the foregoing representations and warranties and that the **AUTHORITY** has accepted the said offer of the **CONTRACTOR** under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereto agreed to be bound by the following terms and conditions, to wit:

#### 1. PLACE AND LOCATION

The **CONTRACTOR** shall provide, maintain and deploy janitorial services at the Land Registration Authority Central Office Building and the Registries of Deeds Nationwide as specified in the schedule of deployment attached as Annex "A."

  
JESSA S. AMBONG  
Acting Chief, General Services Division

  
LEONILA S. FLOJEMON  
Witness

  
EDMUNDO C. MONTAÑES  
General Manager

  
ROBERT NOMAR V. LEYRETANA, CESO II  
OIC-Administrator  
As per DOJ DO No. 099 dated March 17, 2022



## 2. SCOPE OF WORK

The **CONTRACTOR** shall supply all materials, labor, tools and equipment, supervision, development of personnel and related services for the provision of janitorial services to the **AUTHORITY**. Specifically, the **CONTRACTOR** shall be responsible for the following:

### A. DAILY SERVICES

1. Sweeping, mopping, spot scrubbing and polishing of floors, lobbies, elevators, stairs, railing and corridor;
2. Cleaning, sanitizing of toilets and restrooms with the use of effective disinfecting agents to be used on washbasins, urinals and toilets bowls;
3. Cleaning and dusting of horizontal and vertical surfaces;
4. Dusting, cleaning and disinfecting of all glass tops, windows, walls, doors, air vents, partitions;
5. Cleaning and disinfecting of all furniture, fixtures and counters, panels and sills;
6. Picking up cigarette butts, emptying and cleaning of ashtrays, sand urn and trash receptacles;
7. Disposal of trash from confines of the building to the receptacles provided for this purpose;
8. Sweeping and vacuuming of carpets, draperies, among others;
9. Sweeping of sidewalks, driveways, lawns around the building;
10. Cleaning and maintenance of grounds, parking area, waste water treatment plant, garage, security guardhouse and premises of the buildings;
11. Switching off of all lightings when not in use and checking or closing of all windows and doors after office hours;
12. Watering, trimming and cultivating of all ornamental plants inside and outside of the building;
13. Dusting of all paintings, bulletin board and other wall hangings.
14. Render assistance to LRA Maintenance Unit in the upkeep/repair of telephone, electrical, plumbing and air conditioning system, including carpentry works and repair of office furniture, fixtures and equipment.
15. Sanitization of telephone/s.
16. Regular disinfection of public common areas, elevator, ingress/egress. Elevators shall be disinfected once every two (2) hours.

### B. WEEKLY SERVICES

1. Thorough washing of floors and stair cases with soap and water, waxing and polishing;
2. Shampooing of carpets;
3. Washing and scrubbing of corridors and stairways, wall columns;
4. Thorough cleaning and disinfecting of all comfort rooms;
5. Thorough cleaning of electric fans and Venetian blinds;
6. Disinfecting and polishing of all railings, counters and door knobs, metal signs, reception tables, and stair nosing;
7. Sweeping, cleaning and removing of dirt and debris at roof decks, canopies and roof tops;
8. Exposure of indoor plants to outdoor air but not to direct sunlight;
9. Cleaning and vacuuming of all carpets, chairs and draperies;
10. General cleaning of unused rooms, storages, roof deck;
11. Cultivating plants and applying fertilizer to plants and cutting grass or lawns at tolerable heights.

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**C. MONTHLY SERVICES**

1. General cleaning and sanitation of all vertical and horizontal and over-hanging areas;
2. Pest control and fogging of flying insects inside the building;
3. Deodorizing of all VIP offices and conference rooms;
4. General cleaning and inspection of manhole and oil traps.
5. Assist the LRA Maintenance Unit in the general maintenance work on the generator set.

**D. QUARTERLY**

1. Assist the LRA Maintenance Unit in the general maintenance work and repair of air-conditioning system, plumbing system and necessary works on roof repairs and waterproofing system.

**E. SEMI-ANNUAL**

1. Assist the LRA Maintenance Unit in the general maintenance work and repair of fire protection system.

**F. MISCELLANEOUS SERVICES**

1. Handling of office furniture and equipment within the premises;
2. Giving reports on repair needed such as leaking faucets, busted lights, among others;
3. Performing miscellaneous errands that may be required within the office and extra hour services during special occasions.

The **CONTRACTOR** agrees and binds itself to keep the entire premises and immediate surroundings of the Central Office and Registries of Deeds in clean and sanitary condition and to maintain at all times high standard of cleanliness.

The **CONTRACTOR** further agrees and obligates itself, to provide superintendence upon its personnel and guarantees to deliver efficient and effective service, consistent with the objectives and purposes of this Contract.

The **CONTRACTOR** shall carry out all services contracted for and such other services that this Authority may require with minimum disturbance to the **AUTHORITY'S** operations.

**3. JANITORIAL PERSONNEL**

- A. The **CONTRACTOR** shall provide one hundred thirty-six (136) personnel as required by the **AUTHORITY** who are well trained, disciplined, cooperative, trustworthy, and in good health and who shall ensure the prompt and efficient performance of said services to the satisfaction of the **AUTHORITY**.

The **CONTRACTOR** shall make available at all times relievers and/or replacements to ensure continuous rendition of services.

- B. The **CONTRACTOR** shall, within twenty-four (24) hours upon receipt of a written request from the **AUTHORITY**, increase or decrease the number of janitors deployed subject to availability of funds. In the event that there will be an increase in the number of janitors during the duration of this contract, the same shall form part of this contract and shall be subject to the same terms and

  
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Acting Chief, General Services Division

  
**LEONILA S. FLOJEMON**  
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OIC-Administrator  
As per DOJ DO No. 099 dated March 17, 2022



conditions herein set forth, including the requirements on the mode of payment as mentioned in Section 7 hereof.

- C. The **CONTRACTOR** shall provide Supervisor/s who shall act and make decisions in behalf and for the account of the **CONTRACTOR** on matters arising from questions or complaints by the **AUTHORITY** or by the service personnel themselves, at no cost to the **AUTHORITY**.
- D. The **CONTRACTOR** shall furnish to the **AUTHORITY** the names, work shifts, time schedule, training certificates and other personnel records of the service personnel assigned, and shall give a written notice of any changes in such personnel.

The **CONTRACTOR** also warrants that its personnel, including Supervisor, assigned to the **AUTHORITY** shall have NBI clearance on file and have undergone and passed medical examinations and drug test for any abusive and illegal drugs.

- E. The personnel assigned to the Central Office shall work six (6) days a week from Monday to Saturday excluding Sundays and legal holidays, at eight (8) hours a day, on a 2-shift basis, 7:00a.m. to 4:00p.m. and 8:00a.m. to 5:00p.m.

The janitors assigned to the Registries of Deeds shall work for (5) days a week from Monday to Friday, excluding Saturdays, Sundays and legal holidays, from 8:00a.m. – 5:00p.m.

Request for additional service personnel aside from the regulars on duty and/or service beyond the regular hours shall be subject to prior approval by the **AUTHORITY**.

- F. The **AUTHORITY** shall at all times be informed by the **CONTRACTOR** of the number, the names, and the functions of the personnel working in the Central Office and Registries of Deeds. It is understood that the **CONTRACTOR** shall be responsible for any damage or loss due to breakage of equipment, machinery, and other articles which may occur in the premises arising from the negligence or misdemeanor of its personnel. The replacement value of said equipment and/or articles upon demand after determination of the liability in a joint investigation conducted by the parties herein.
- G. It is also agreed that the personnel of the **CONTRACTOR** shall be subjected to a spot search by the **AUTHORITY's** duly authorized guards or security men on duty, every time service personnel enter and leave the premises.

- H. All personnel of the **CONTRACTOR** assigned to the Central Office and Registries of Deeds shall be bonded personnel covered by the SSS Insurance including all standard workmen benefits. The **CONTRACTOR** shall be responsible for any liability that may arise due to its personnel not being so bonded or covered.

The **CONTRACTOR** shall remit directly to the SSS, ECC, Philhealth and Pag-Ibig the monthly employer's share and employee's contributions. Failure to comply for the duration of the contract shall be a ground for cancellation/termination of the contract.

- I. The **CONTRACTOR** shall provide on its own account, uniforms and identification cards which shall be worn at all times while inside the premises. Service personnel not in proper uniform and/or without an ID shall be barred

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OPC-Administrator

As per DOJ DDO No. 099 dated March 17, 2022



from entering LRA premises. The type, color and cut of the uniform shall be subject to the approval of the LRA General Services Division Chief. Proper uniform shall include the wearing of appropriate closed shoes.

J. The **CONTRACTOR** shall maintain a satisfactory level of performance throughout the term of the contract and a report shall be submitted to this **AUTHORITY** on a quarterly basis, based on the following criteria:

1. quality of service
2. time management
3. management and sustainability of personnel
4. contract administration and management
5. provision of regular progress report

K. The **CONTRACTOR** shall compensate the injured service personnel or the legal heirs/beneficiaries of the deceased service personnel, when injury or death occurs while in the performance of their assigned duties and responsibilities.

L. The **CONTRACTOR** shall perform such other duties as required of janitorial service provider under government rules and regulations, and those which may, from time to time, or on special occasions, be requested by the **AUTHORITY** to be performed.

#### 4. QUALIFICATIONS OF JANITORIAL PERSONNEL

##### A. Supervisor

1. At least second (2<sup>nd</sup>) year in college;
2. With at least two (2) years' experience in janitorial operations;
3. Physically and mentally fit; and
4. Of good moral character and must have no derogatory and/or criminal records.

##### B. Janitor

1. At least 18-45 years of age;
2. With at least six (6) months experience in janitorial operations;
3. Physically and mentally fit; and
4. Of good moral character and must have no derogatory and/or criminal records.
5. Could do lifting and carrying of furniture, whenever needed.

*(Note: A certification from the contractor shall be attached to the list of service personnel to be submitted stating that the Janitorial Personnel meets the above-listed qualifications.)*

##### C. Skilled worker


1. 1- Skilled Electrician with experience in building maintenance.
2. 1-Skilled Plumber with experience in water line and sprinkler system operation.
3. 1-Skilled Carpenter with finishing work experience.

*(Note: The above skilled workers shall be identified and certified by the contractor as to its qualifications. They shall be deployed in the LRA Central Office Building and nearby registry offices as may be deemed necessary by the LRA. All materials needed for the repair of the building shall be the responsibility of LRA, however equipment and tools necessary to undertake the works may be provided by the contractor.)*

  
JESSA S. SAMBONG  
Acting Chief, General Services Division

  
LEONILA S. FLOJEMON  
Witness

  
EDMUNDO C. MONTAÑES  
General Manager

  
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OIC-Administrator  
As per DOJ No. 099 dated March 17, 2022



## 5. PRE-DEPLOYMENT REQUIREMENT

The **CONTRACTOR** shall submit to the **AUTHORITY**, bio-data sheet of each personnel together with a copy of NBI clearance, Police Clearance, Barangay Clearance, medical certificate and recent photo (2x2) prior to their deployment.

## 6. DISCIPLINARY MEASURES

The following shall be a ground for recommendation of disciplinary action by the **CONTRACTOR** against its janitors; to wit:

1. Disrespect to superior officers and to clients' officers and employees;
2. Absent without notifying office and superior offices;
3. Use of offensive, immoral and vulgar languages;
4. Lousy uniform or no uniform while on duty;
5. Reading newspaper or any magazine while on duty;
6. Late for duty;
7. Unshaved mustache or beard(male);
8. Long hair (male);
9. Use of company or client property without the latter's consent;
10. Without shoes while on duty;
11. Not keeping janitorial equipment in proper place;
12. Drawing salary during tour of duty;
13. Not following special instructions of client or superiors;
14. Sleeping while on duty;
15. Gambling while on duty;
16. Bringing women of ill-repute to the premises;
17. Assigned area for cleaning is dirty;
18. Drinking any alcoholic beverages while on duty;
19. Use or possession of illegal drugs;
20. Carrying or possessing firearms and other deadly weapons;
21. Quarreling; fighting;
22. Dishonesty;
23. Abandoning of post;
24. Entertaining personal guests while on duty; and
25. Vandalism.

## 7. MODE OF PAYMENT

For and in consideration of the **CONTRACTOR'S** services during the effectivity of this Contract, the **AUTHORITY** shall pay the **CONTRACTOR** the amount of **TWO MILLION ONE HUNDRED EIGHTY THOUSAND TWENTY-SEVEN PESOS AND 27/100 (Php 2,180,027.27) for ten (10) months from March 01, 2022 to December 31, 2022 or TWENTY-ONE MILLION EIGHT HUNDRED THOUSAND TWO HUNDRED SEVENTY-TWO PESOS AND SEVENTY CENTAVOS (PHP 21,800,272.70) renewable yearly or until a new contract has been entered, subject to availability of funds, inclusive of the cost of supplies and materials, administrative overhead, profit margin and the value added tax, payable twice a month i.e. every 15<sup>th</sup> and end of the month upon the presentation of the bill.(Copy of the Cost Breakdown is attached as Annex"B")**

The **CONTRACTOR** may request for an adjustment of the stipulated price in the event that the minimum wage is increased or the fringe benefits are granted in favor of the employee as promulgated by law, executive order and wage order subsequent to the execution of this contract. Said adjustment shall be equivalent only to the amount of the increase in the minimum wage or fringe benefits as promulgated

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OIC-Administrator

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by laws, decree or order, as the case may be. This adjustment is subject to availability of funds and shall be awarded upon or after evaluation and approval of the **AUHTORITY**.

## 8. ABSENCES, UNDERTIME, TARDINESS AND DEDUCTION TO PAY/COMPENSATION

Janitors who shall go on leave of absence, whether vacation or sick leave shall be immediately replaced/ substituted by the **CONTRACTOR**.

The **AUTHORITY** and the **CONTRACTOR** hereto agree that the time for any absences, undertime and/or tardiness of unreplaced janitors scheduled for duty shall be proportionately deducted by the **AUTHORITY** against the agreed monthly compensation due to the **CONTRACTOR**.

## 9. SUPPLY AND EQUIPMENT

A. Supplies and equipment shall be provided by the **CONTRACTOR** in accordance with the schedule appended to this Agreement (copy of the list of supplies, materials and equipment is attached as Annex "C"). It shall be subject to inspection by this **AUTHORITY** or its duly authorized representative.

B. Space for storage with lock for safekeeping of cleaning equipment, materials and supplies shall be available to the **CONTRACTOR** without cost.

## 10. LIABILITIES TO JANITOR AND THIRD PARTIES

A. The **CONTRACTOR** is not an agent or employee of LRA but is an independent **CONTRACTOR**. This Contract shall not in any way be construed as creating or establishing an employer-employee relationship between the **CONTRACTOR** and the **AUTHORITY** nor between the **AUTHORITY** and the personnel assigned by the **CONTRACTOR** in this project. Accordingly, LRA shall not be responsible for any claims for personal injury or death caused to any of the janitors or to any third party where such injury or death arises out of or in the course of lawful performance of janitorial duties.

B. The **CONTRACTOR** will hold the **AUTHORITY** free from liability arising from loss or damage of such equipment caused by their extraordinary use; but that the **AUTHORITY** shall exercise due diligence in the safeguarding of the materials and equipment whenever stored in the **AUTHORITY** in trust for the **CONTRACTOR**.

C. The **CONTRACTOR** shall indemnify and save the **AUTHORITY** from all claims, demands, cost, expenses, debts, fines, penalties and liabilities of whatsoever kind arising wholly or in part out of the services herein contemplated or from acts of the **CONTRACTOR**, its guests, service personnel/employees including but not limited to public liability and property damage claims, and other claims of any nature whatsoever arising out of injury to or death of persons or damage to property of the **AUTHORITY** occurring in the course of the performance by the **CONTRACTOR** of the services.

D. The **AUTHORITY** reserves the right to demand from the **CONTRACTOR** the immediate replacement of any personnel who may be found wanting in

JESSA S. AMBONG  
Acting Chief, General Services Division

LEONILA LEMON  
Fitness

EDMUNDO C. MONTAÑES  
General Manager

ROBERT NOMAR V. LEYRETANA, CESO II  
CPE-Administrator  
As per DOJ DC No. 099 dated March 17, 2022



competence, honesty, integrity or whose continued employment maybe deemed prejudicial to the interest of the **AUTHORITY**.

*(The judgment of the **AUTHORITY** on such matters shall be final and binding and should the **CONTRACTOR** refuses abide, the former may consider the same as valid cause for the immediate termination of this contract.)*

**11. CONTRACT PERIOD**

The contract shall cover ten (10) months for the period of **March 01, 2022 to December 31, 2022**, renewable yearly or until a new contract has been entered into, subject to availability of funds.

**12. PERFORMANCE SECURITY**

The **CONTRACTOR** shall post a Performance Security within a maximum period of ten (10) calendar days from receipt of Notice of Award, payable to the **AUTHORITY** callable on demand and co-terminus with the final completion of the contract, to guarantee the complete and faithful performance by the **CONTRACTOR** of all its obligations, warranties and duties under this agreement in any of the following rates and forms:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier's/managers check issued by a Universal or Commercial Bank.	Five Percent (5%)
'Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty Percent (30%)
Performance Security Declaration	In accordance with item 6.4 of GPPB Resolution No. 09-2020

The Performance Security shall be released to the **CONTRACTOR** after termination of the Contract. Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the negligence of the personnel of the **CONTRACTOR**.

**13. PRE-TERMINATION OF CONTRACT**

The janitorial services contract may be terminated prior to its expiry date by either party for failure of the other to comply with the terms and conditions stipulated herein, provided further that one (1) month prior notice shall be given to the other party.

  
**JESSA S. AMBONG**  
 Acting Chief, General Services Division

  
**LEONILA S. JEMON**  
 Witness

  
**EDMUNDO C. MONTANES**  
 General Manager

  
**ROBERT NOMAR V. LEYRETANA, CESO II**  
 SAC-Administrator  
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**14. MISCELLANEOUS PROVISIONS**

The **CONTRACTOR** shall at all times be directly responsible for the acts or conducts of the personnel under its employ, for their salaries or wages or compensation and other benefits provided for under existing and applicable labor laws.


The **CONTRACTOR** shall not use or disclose to any person, firm or corporation any confidential information concerning the affairs of the **AUTHORITY** which it may have acquired in the course of or as an incident to this Contract for its own benefit to the detriment of the **AUTHORITY**.

Any provision in the bid documents shall form part of the contract.

In WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_\_, in Quezon City, Philippines.

**LAND REGISTRATION AUTHORITY**  
By:

**PHILCARE MANPOWER SERVICES**  
By:

  
\_\_\_\_\_  
ROBERT NOMAR V. LEYRETANA, CESO II  
OIC-Administrator  
As per DOJ DO No. 099 dated March 17, 2022

  
\_\_\_\_\_  
EDMUNDO C. MONTAÑES  
General Manager

**SIGNED IN THE PRESENCE OF:**

  
**JESSA S. AMBONG**  
*Acting Chief, General Services Division*

*(Signature Over Printed Name)*

  
**LEONILA S. FLOJEMON**

*(Signature Over Printed Name)*

**FUNDS AVAILABLE**

  
\_\_\_\_\_  
**JAIKUS C. CABUSI**  
Chief, Accounting Division

**ACKNOWLEDGEMENT**



REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this \_\_\_\_\_ day of **28 MAR 2022**, 2022 personally appeared the following, presenting credible proofs of identity, to wit:

**ROBERT NOMAR V. LEYRETANA, CESO II** - \_\_\_\_\_

**EDMUNDO C. MONTAÑES** - \_\_\_\_\_

Known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed that of the corporations herein represented for the above purpose.

This instrument refers to a Contract Janitorial Services consisting of ten (10) pages including this page wherein the Acknowledgement is written, signed by the parties and the instrumental witnesses on the left margin of each and every page hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal on the date and place first above-written.

*Ami*  
*[Handwritten signature]*

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*[Signature]*  
**ATTY. ELISEO S. CALMA, JR.**  
Notary Public Quezon City  
ROLL NO. 50183  
PTR NO. 2454359D / Jan. 03, 2022  
IBP NO. 141053 Jan. 04, 2021  
MCLE Comp. No. VI-0012817 until April 14, 2022  
ADM. Matter No. NP-067  
Until December 31, 2021  
Extended as Commission under B.M. 3795 Until June 30, 2022