

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The **NATIONAL WAGES AND PRODUCTIVITY COMMISSION**, an attached agency of the Department of Labor and Employment, with office address at 2nd and 3rd Floors, DY International Building, San Marcelino cor. Gen. Malvar Sts., Malate, Manila, represented by its Executive Director, **MARIA CRISELDA R. SY**, hereinafter referred to as the **CLIENT**.

AND

CBII PHILIPPINES INTERNATIONAL INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, represented herein by **MR. REYNALDO M. CUEVAS**, in his capacity as President, with office address at No. 8771 Unit-C Santol Street, San Antonio Village, Makati City, hereinafter referred to as the **SERVICE AGENCY**.

WITNESSETH

WHEREAS, the **CLIENT** is desirous of having its office and surrounding premises cleaned and properly maintained and wants to engage the services of a **SERVICE AGENCY** for the provision of the needed maintenance and sanitation, cleaning and other janitorial work;

WHEREAS, the **SERVICE AGENCY** is duly licensed and engaged in the business of providing janitorial services and has the necessary expertise, experience, well-trained personnel and adequate equipment and supplies to cope with general and specific maintenance and sanitation work; and

WHEREAS, the **SERVICE AGENCY** has offered its services for a fee, and the **CLIENT** has accepted the offer;

NOW THEREFORE, for and in consideration of the above premises the parties do hereby agree on the following terms and conditions:

1. PROVISION OF SERVICES

The **SERVICE AGENCY** shall render janitorial and related maintenance services to the **CLIENT** by providing qualified and well-trained personnel, equipment, materials and supervision for the duly upkeep and maintenance of the **CLIENT**'s office premises as follows:

1.A Daily Routine Operations

- a. Sweeping, mopping, spot scrubbing, waxing, and polishing of all floors, hallways, lobby and other areas that require cleaning. Areas where number of visitors stays or frequented shall be serviced continuously to guarantee cleanliness;



- b. Dusting, damp-mopping and polishing of furniture;
- c. Dusting of cleaning of office equipment surfaces, bookshelves, cabinets, and furniture, glass tops, inside windows, windows edges, air vents, partitions, sidings and inside walls;
- d. Cleaning of all horizontal and vertical surfaces such as floors, ramps, walls, windows, windows ledges, railings, doors, ceiling, etc.;
- e. Disposal of trash, rubbish and garbage from the building to receptacles, provided for this purpose;
- f. Cleaning of telephone and intercom receivers;
- g. Cleaning and sanitizing of toilets and washrooms, which include the constant use of special cleaning and sanitizing solutions in basins and toilet bowls;
- h. Checking and replenishing of toilet paper and other disposable supplies for the comfort rooms;
- i. Watering of indoor plants, damp-wiping of artificial plants and flowers;
- j. Washing of cups, saucers, spoons, glasses and other office utensils;
- k. Stay in respective posts for messengerial/errand work within the premises;
- l. Attend to the needs of staff meetings as may be required;
- m. Report to the Administrative Division any busted bulbs, lamps and any damaged equipment, leaking pipes and faucet, etc.;
- n. Transfer of furniture and equipment from one place to another;
- o. Perform other related tasks as may be required by the management.

1.B Weekly Periodic Operations

- a. Sweeping, scrubbing, wax-stripping, re-waxing and polishing of floors;
- b. Washing of inside windows, doors, frames and screen;
- c. Defrosting of refrigerators, watering of potted plants, washing and cleaning of electric fan guards and blades including exhaust fan;
- d. Cleaning and polishing of office furniture and fixtures, counters, cabinets, dividers and bookshelves;
- e. Cleaning and sanitizing of toilet bowls, wash basins, urinals, and lavatories;
- f. Removal of cobwebs and marks on the walls and ceilings;
- g. Taking out of indoor plants for sunlight exposure;
- h. Perform other cleaning and washing jobs as may be deemed necessary.

1.C Monthly Periodic Operations

- a. General cleaning of all areas including venetian blinds;
- b. General cleaning, sanitizing and disinfecting of all washrooms and toilets;
- c. Spray with insecticide building interior for flying and crawling insects (as the need arises);
- d. Cleaning and damp-wiping of lighting fixtures, electric fans as often as may be required by the client;

1.D Miscellaneous Services

- a. Miscellaneous works such as carrying, transporting or moving of office furniture, equipment and supplies within the premises as may be assigned by the client from time to time;
- b. Switch off unnecessary lights, unplug office equipment, if left by employees after office hours, if still within the premises of the office (client);
- c. Maintain the cleanliness of all internal portions within the building not mentioned above but which add to the neat appearance of the whole area;

- d. Free labor and equipment for maintenance of pest eradication such as rodents, cockroaches, mosquitoes, ants, and other crawling insects;
- e. Report to the **CLIENT** through the Chief of the Administrative Division or its designated officer-in-charge, any damage to water and toilet facilities, electrical installations and broken furniture, etc. which need immediate repairs;
- f. Special officer (free-of-charge) and assurances (Please refer to Annex "A" for the details)

2. APPROVAL/CHANGE

It is understood and agreed that the services and frequency of rendition of services referred to in the preceding section shall be subject to approval and/or change by and at the option of the **CLIENT**;

3. CONTRACT PERIOD

This contract shall be for a period of twelve (12) months from **January 01, 2024 to December 31, 2024** and may be renewed by mutual agreement of the parties and depending on the result of the evaluation that will be conducted before the end of the contract period.

4. CONSIDERATION OF CONTRACT/SERVICE FEE

For and consideration of the services to be rendered by the **SERVICE AGENCY** to the **CLIENT**, the latter shall pay the sum of One Million Four Hundred Ninety Thousand One Hundred Four Pesos and Eighty Centavos (Php 1,490,104.80) or 124,175.40 every month for four (4) janitors payable in equal installments every 15th and end of the month;

5. WORKING SCHEDULE

The cleaning, sanitation and maintenance operations and services herein contracted shall be performed by four (4) janitors, one of which shall act as supervisor, for eight (8) hours a day and six (6) days a week excluding Sundays, regular and special holidays. The work schedule shall either be from 7:00 a.m. to 4:00 p.m. or 9:00 a.m. to 6:00 p.m. daily. It is understood that this number and also the working hours/days of these janitors may be increased or decreased by the **CLIENT** at its sole option, depending upon the availability of funds or the exigency of the service by giving the **SERVICE AGENCY** a prior written notice;

6. PAYMENT OF WAGES

It is understood that as a further consideration of this Contract, the **SERVICE AGENCY** undertakes to pay the janitors assigned under this Contract at least the applicable minimum wage rate under Wage Order No. NCR-22, 5 days service incentive leave, 13th month pay and other benefits provided by law and to comply with the SSS law on compulsory remittance of SSS, Philhealth, and Pagibig premiums. Relative thereto, this contract shall be deemed amended should a new Wage Order be issued increasing the minimum wage of workers in the private sector pursuant to Section 6 of Republic Act No. 6727) (The Wage Rationalization Act). In this connection thereto, the **CLIENT** shall pay the government mandated wage increase including the incidental increase in the premiums of the SSS, Philhealth and Pagibig, where applicable resulting from the prescribed wage increases;

In the event **CLIENT** requires any of the **SERVICE AGENCY's** personnel to work in excess to eight (8) hours during regular work days, **CLIENT** shall pay the latter through the **SERVICE AGENCY** in accordance with existing labor laws;

7. BREACH OF CONTRACT

Upon breach of any of the terms and conditions contained in the Contract by any party, the aggrieved party may terminate or cancel this Contract by giving the other party written notice of termination thirty (30) days prior to intended date thereof;

8. OTHER TERMS AND CONDITIONS

8.A Responsibilities of Service Agency

- a. For the performance of the forgoing services and other related services the **SERVICE AGENCY** shall provide the **CLIENT** with reliable and honest, well-trained and carefully selected personnel to perform the contracted job assignment under this contract.

The **CLIENT** reserves the right to request from the **SERVICE AGENCY** for an immediate replacement of any of its service personnel assigned to the **CLIENT**.

- b. The **SERVICE AGENCY** shall furnish its personnel with time cards for clock recording purposes which shall be the basis for manpower and service fee accounting every pay period;
- c. The **SERVICE AGENCY** shall ensure that all its personnel to be deployed are fully vaccinated;
- d. The **SERVICE AGENCY** shall see to it that its employees shall report to duty well-groomed, in clean and prescribed uniform with proper identification cards;
- e. The **SERVICE AGENCY** shall furnish the **CLIENT** with bio-data, an updated NBI and/or Police Clearance and Health Certificate of each and every personnel that the **SERVICE AGENCY** will assign to the **CLIENT**;
- f. The **SERVICE AGENCY** shall give written notice to the **CLIENT** whenever any of its janitors shall be removed or replace or transferred;

The persons performing the job are subject to search by Security Guards whenever necessary as precaution to losses of property;

- g. The equipment, materials and supplies to be used shall be borne by the **SERVICE AGENCY** except water and electrical consumption which shall be borne by the **CLIENT**;
- h. The **SERVICE AGENCY** shall be responsible for any loss, breakages and damages to the **CLIENT's** properties resulting from any negligence or deliberate act of the **SERVICE AGENCY's** personnel during the performance of their duties, provided such loss or damage is reported in writing by the **CLIENT** to the **SERVICE AGENCY** within forty-eight (48) hours after its occurrence;

- i. The **SERVICE AGENCY** stands liable for all accidents of its personnel in the course of the performance of their duties and responsibilities to the **CLIENT**;
- j. The **SERVICE AGENCY** shall hold the **CLIENT** free and harmless from any action or liability whatsoever arising from any claim by any of their employees under Labor Code, SSS Law, or Wage Order; that the due and faithful compliance with said laws shall devolve entirely upon the **SERVICE AGENCY**;
- k. It is expressly agreed by the parties hereto that the **SERVICE AGENCY** shall guarantee compliance with this Contract by posting a GSIS performance bond equivalent to not less than 30% of the total payment of services for the duration of the contract which may be refunded or forfeited as the case may be at the termination of the contract;
- l. The **SERVICE AGENCY** shall submit to the **CLIENT** within five (5) days of the current month, a copy of the payroll of the previous month of personnel assigned to the **NWPC** to determine the compliance with agreed contract pay of each janitor per month; and proof of payments (receipts) of SSS premium, Philhealth, and Pagibig;
- m. All supplies and materials being provided by the **SERVICE AGENCY** shall be an integral part of the Contract and guaranteed to be good quality to ensure and maintain maximum cleaning results and shall be inspected by the Supply Officer of the Administrative Division for compliance as to the required quantity and specifications (Annex A).

8.B Responsibilities of the Client

- a. The **CLIENT** shall provide the **SERVICE AGENCY** some space for storage of materials, equipment, supplies and belongings of **SERVICE AGENCY** personnel;
- b. The **CLIENT** strictly prohibits any form of gambling, smoking and/or drinking of intoxicating liquors and use of prohibited drugs at the office premises;
- c. The **CLIENT's** Supply Officer shall be in charge of releasing the weekly consumption of supplies and materials to the supervisor.

9. Dispute Resolution

Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in the City of Manila.

In case of a court suit, the venue shall be the courts of competent jurisdiction in the City of Manila, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract in the City of Manila
on 29 DEC 2023.

**NATIONAL WAGES AND PRODUCTIVITY
COMMISSION**

CBII PHILIPPINES INTERNATIONAL, INC.

By:


Digitally signed by
Maria Criselda Rebulista
Date: 2025.12.28
16:24:13 +0800

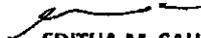
MARIA CRISELDA R. SY
Executive Director

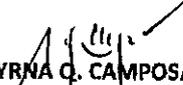


By:


REYNALDO M. CUEVAS
President

SIGNED IN THE PRESENCE OF:


EDITHA M. SAUS
OIC-Director II, MSS


MYRNA Q. CAMPOSANO
Administrative Officer

Certified Funds Available:

ROA No. : 021011012024- 01-000004
Date : 1/10/24
Amount : 1,490,104.80


EDITHA M. SAUS

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 appeared the following: **MAKATI CITY**

Name	Competent Evidence of Identity	Date/Place
MARIA CRISELDA R. SY	Passport No. S0011997A	Sept. 08, 2017
REYNALDO M. CUEVAS	P4970201A	Nov. 07, 2017

Known to me and to me known to be the same persons who executed the foregoing AGREEMENT and acknowledged to me that the same is their free and voluntary act and deed and that of the Corporation they represent.

This document refers to a **CONTRACT FOR JANITORIAL SERVICES** consisting of (7) pages including the page on which the acknowledged is written and duly signed on the left margin of every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 29 DEC 2023 **MAKATI CITY** the City of Manila.

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Book No. 302
Series of 2023.


ATTY. RAYMOND A. RAMOS
COMMISSION NO. M-077
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2024
5 KALAYAAN AVENUE EXTENSION,
BARANGAY WEST REMBO 1215, MAKATI CITY
SC Roll No. 62179/04-26-2013
IBP NO 258534/01-02-2023/Pasig City
PTR NO MKT 9562350/01-03-2023/Makati City
MCL.E Compliance No. VIL-0020180/04-14-2025