

JANITORIAL SERVICE CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this _____ day of _____, at Manila City, by and between:

PRESIDENTIAL COMMISSION FOR THE URBAN POOR, a government agency duly organized and existing under and by virtue of Philippine laws, with principal address at 5th Floor, DHC Bldg. 1115 EDSA, Project 7 Quezon City, hereinafter referred to as the **Client**;

A n d

JACA MANPOWER SERVICES, a corporation duly-organized and existing under and by virtue of Philippine laws, with principal address, 1740 Yacal St. Sta. Cruz, Manila, represented in this Act by its General Manager, **Mr. LESLIE RYAN J. JAVIER**, hereinafter referred to as the **Agency**.

Witnesseth:

WHEREAS, the Client needs to hire the services of an agency engaged in cleaning and maintenance works for Presidential Commission for the Urban Poor, 5th Floor, DHC Bldg. 1115 EDSA, Project 7 Quezon City;

WHEREAS, the Agency is duly-engaged in providing the services needed by the Client, and has offered to render its services to the latter;

WHEREAS, the Client agreed to accept the Offer of the Agency, subject to reasonable terms and conditions;

NOW THEREFORE, for and in consideration of the terms and conditions freely and voluntarily agreed upon by the parties hereto, it is hereby covenanted that:

1. **SERVICES** - As an independent contractor, the Agency undertakes to render and perform cleaning and maintenance services at Presidential Commission for the Urban Poor, 5th Floor, DHC Bldg. 1115 EDSA, Project 7 Quezon City;

It shall efficiently perform the services enumerated under "**Annex A**" which is hereto attached and made an integral part hereof.

2. **CONSIDERATION** - For and in consideration of the services to be performed by the Agency under this Agreement, the Client shall pay the rates specified in "**Annex B**", attached hereto and made an integral part hereof, payable after each month of service upon the Agency's submission of a duly signed Statement of Account and upon verification of the service personnel's Daily Time Records.

The consideration is computed based on the services rendered on a day-to-day basis consisting of eight (8) hours per day of service, inclusive of rest days and holidays.

Should there be any law or executive order mandating the increase in the minimum wage or requiring additional compensation in any form, the parties shall adjust the rates stipulated herein through negotiation and mutual agreement. Such adjustment, if any, shall in no case be more than the amount that is legally mandated by the law or executive order.

The workers whom the Agency shall assign to the Client are employees of the Agency and not of the Client. The Agency therefore warrants to comply with all its obligations as employer, with regard to the payment of contributions to the SSS, Philhealth, Pag-ibig Fund, under existing laws and regulations and upon failure is a ground of cancellation of contract.

3. **EQUIPMENT** - All equipment, materials and supplies necessary for the performance of the stipulated services shall be provided for by the Agency. The Agency further guarantees the fitness and quality of all equipment, materials and supplies that will be used in the Client's premises.

A list of equipment, materials and supplies is hereto attached as "Annex C" and made an integral part hereof. The Client may, however, require additional items based on its needs and the Agency agrees to immediately supply such additional requirement/s.

The Client shall have the right to inspect the items from time to time and demand for the replacement of any of them if in its opinion, the same are not of good quality or unfit for use in the work area.

4. **PERSONNEL REQUIREMENT** - The Agency shall employ and utilize the following service personnel on its own account:

Seven (7) Regular Janitors

It shall make available at all times, (relievers or replacement service personnel to ensure continuous and uninterrupted service to the Client.

5. **ADDITIONAL PERSONNEL** - The Client may, from time to time, require the Agency to assign additional service personnel. The Client shall pay the corresponding rates for the additional personnel, in accordance with the rates stipulated herein.
6. **UNIFORMS** - The Agency shall provide all its service personnel with appropriate uniforms and proper identification cards.
7. **BASIC ORIENTATION** - To ensure the awareness of service personnel on their specific functions within the Client's premises, the Client shall conduct a basic orientation prior to their deployment to assigned areas.
8. **ACCEPTANCE** - The Client reserves the right to reject, with or without cause, any service personnel assigned by the Agency, and the latter shall be obliged to replace such rejected personnel immediately.


The acceptance by the Client of any service personnel assigned to it shall not be deemed a waiver of the Client's right to subsequently request for a replacement for any reason whatsoever.

9. **WORK SCHEDULE** - The Agency shall prepare a work schedule to guarantee that service personnel are assigned in the Client's premises to work for eight (8) hours every day, without violating the service personnel's right to meal periods and rest days.

10. **CONTROL AND SUPERVISION** - The Agency shall exercise full control and supervision over the work of the service personnel; however, the Client shall not be precluded from giving instructions to the Agency regarding specific work assignments which may, from time to time, be modified by the Client at its sole discretion.


The Agency further assumes full responsibility over the acts or omissions of its service personnel. Should any of the service personnel commit any offense while in the performance of his/her duties, the Client shall have the right to impose upon the Agency, without need of legal action, fines or penalties by way of damages. A list of offenses and their corresponding penalties is hereto attached as "Annex D" and made an integral part hereof.

11. **RELATIONSHIP** - There shall be no employer-employee relationship between the Client, on one hand, and the Agency or its service personnel on the other hand.




The Agency acknowledges that no authority had been conferred upon it to hire any person on behalf of the Client, and that the service personnel assigned to perform the services under this Agreement are not employees of the Client and are not in any manner related to the Client.

12. **PROTECTION OF SERVICE PERSONNEL** - As employer of the service personnel, the Agency shall fully comply with Labor laws, decrees, orders, and rules and regulations appertaining thereto, now existing or which may hereafter be enacted including, but not limited to: Minimum Wage Law, Social Security Act and Workmen's Compensation Act.



To ensure the full protection of service personnel with respect to their compensation and benefits, the Agency shall promptly pay all the benefits due them under the law and assume full responsibility therefore.



The Agency shall hold the Client free from any and all claims and/or liabilities arising from, or incidental to the Agency's breach of any law, rules, regulations or contractual obligations.

13. **LIABILITY** - The Agency shall hold itself liable for any claims arising from the death, illness or accident that may befall on its service personnel while engaged in the performance of their duties.

Furthermore, the Agency shall hold the Client free from any and all claims of third persons for personal injury, death or damage caused by the service personnel where such injury, death or damage arises out, or is committed while in the performance of the service personnel's duties.

14. **LOSS AND DAMAGE** - The Agency shall be directly liable for any loss or damage to the Client's property or for any loss or damage which Client may be held responsible by a third party due to the fault or negligence of the service personnel.

In such event, the Client shall give the Agency a written notice within seven (7) working days from the completion of the investigation. Within seven (7) days from receipt of such notice, the Agency shall indemnify the Client or the third person for the loss or damage sustained.

15. **RENEWAL OF CONTRACT** - After the expiration of this Agreement, the parties may renew the same at the option of the Client. In determining whether or not the services of the Agency will be renewed, the Client shall strictly evaluate the performance of the former with respect to services rendered and faithful compliance to the terms of this Agreement.

There shall be no implied renewal of this Agreement. It may only be renewed through another instrument to be executed by the parties under terms and conditions that may be imposed by the Client.

16. **EFFECTIVITY** - This Agreement shall take effect on January 1, 2012 until December 31, 2012, unless sooner revoked, terminated or cancelled.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly-authorized representatives on the date and place first above written.

**PRESIDENTIAL COMMISSION
FOR THE URBAN POOR
1115 DHC BLDG., EDSA PROJECT 7
1105 QUEZON CITY**

**JACA MANPOWER SERVICES
1740 YACAL ST. STA. CRUZ
MANILA**


By:

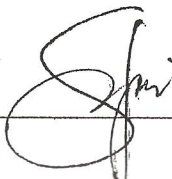
By:


MR. HERNANI B. PANGANIBAN
CHAIRMAN / CEO


LESLIE RYAN J. JAVIER
General Manager

Signed in the presence of:



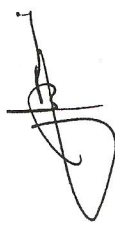


Republic of the Philippines)
Manila City) s.s.

ACKNOWLEDGMENT

BEFORE ME, Notary Public for and in the City of Manila, personally appeared this
_____ day of MAR 06 2012 _____:


<u>NAME</u>	<u>CTC NUMBER</u>	<u>DATE/PLACE OF ISSUE</u>
HERNANI B. PANGANIBAN In his capacity as Chairman / CEO Of PCUP	03194842	02/08/12 / Quezon City
LESLIE RYAN JAVIER In his capacity as General Manager Of JACA Manpower Services	36453539	09/26/11 Manila

 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 true and voluntary act and deed, as well as those of the corporations they represent.

The foregoing Instrument consist of five (5) pages including this page where the Acknowledgement is written, and signed by the parties and their instrumental witnesses on each and every page hereof.


 WITNESS MY HAND AND SEAL.

Doc. No. 492 ;
Page No. 74 ;
Book No. 3 ;
Series of 2012


ATTY. ALEJANDRO T. REYES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2012
PTR NO. 6774107
IBP NO. 569759
ISSUED ON JAN. 4, 2012