

JANITORIAL MANPOWER SERVICES AGREEMENT

SO THE PEOPLE MAY KNOW:

This Agreement made and entered into by and between:

PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY (PhilFIDA), a government Agency attached to the Department of Agriculture with principal office address at 3rd Floor, DA New Building, Department of Agriculture, Elliptical Road, Diliman Quezon City, hereinafter represented by its Executive Director, **KENNEDY T. COSTALES**, hereinafter referred to as "**CLIENT**"

-and-

CANCU ENTERPRISES AND GENERAL SERVICES, INC., a duly established company organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at G/F CANCU Bldg., #857-C Nueve de Pebrero St., Barangay Mauway, Mandaluyong City, represented herein by its **General Manager, MR. ISAGANI L. CUA**, hereinafter referred to as the **SERVICE AGENCY**.

WITNESSETH:

WHEREAS, the SERVICE AGENCY is an independent contractor duly licensed and engaged in the business of rendering janitorial and sanitation maintenance services

WHEREAS, the CLIENT desires to engage the services of the SERVICE AGENCY for janitorial and sanitation maintenance of its premises;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenant herein stipulated, the parties hereto do hereby agree as follows;

A. The **SERVICE AGENCY** shall:

1. Hereby undertake and agree to render adequate and satisfactory janitorial and sanitation maintenance to the CLIENT;
2. Provide the CLIENT with properly trained, thoroughly screened, NBI cleared and adequately equipped crew, with uniform and identification cards to be worn at all times while performing the services;
3. Assign **Seven (7) janitors** to the CLIENT at the 3rd Floor, DA New Building, Department of Agriculture, Elliptical Road, Diliman, Quezon City performing **8 hours a day duty on Five and a Half (5 ½) days per week schedule** at the rate of **Nineteen Thousand Eight Hundred Eighty Eight Pesos and Seventy Five Centavos (Php 19,888.75)** per janitor per month excluding holidays and overtime, payable by the CLIENT to the SERVICE AGENCY on or before the 20th of each month for the services rendered during the 1st half of the month and on or before the 5th of succeeding month for services rendered during the 2nd half of the month;



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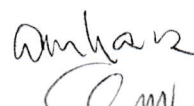
4. Provide the CLIENT with relievers and / or replacements at all times in case of absence and may request for the replacement of any janitorial personnel assigned in the premises who do not conform with accepted policies, rules and regulations;
5. Fully and faithfully comply with the provisions of the New Labor Code, as well with other laws, rules and regulations pertaining to the employment of labor which may hereafter be promulgated or enacted, as well as to assist, defend and hold the CLIENT free and harmless from any claim/s which the SERVICE AGENCY's personnel may lodge against the CLIENT;
6. It is understood that the assigned janitor shall be under the direct employ, control, and supervision of the SERVICE AGENCY. The CLIENT however, shall at all times, have the right to inspect the work of the SERVICE AGENCY's personnel at its premises. If in the judgement of the CLIENT a particular employee of the SERVICE AGENCY assigned at the premises is undesirable, the CLIENT shall have the right to require the SERVICE AGENCY to replace such particular employee. The SERVICE AGENCY is hereby obliged to replace the janitor requested to be relieved within twenty four (24) hours from notice;
7. For the mutual protection of both parties, the SERVICE AGENCY shall submit its janitor thorough search by the CLIENT's security guards/representatives whenever they report for duty and when they check-out;
8. The SERVICE AGENCY shall hold CLIENT and harmless from any and all claims and damages, injuries or liabilities arising out of, in connection with or incidental to the performance of the SERVICE AGENCY's job;
9. The SERVICE AGENCY must be registered with DOLE Department Order No. 174, Series of 2017.

B. The CLIENT shall:

1. In the event that the minimum wage is increased by law or decree and / or in case any law or decree is promulgated providing for increase in fringe benefits, the contract price shall be equitably adjusted according to said law upon mutual written agreement of both parties;
2. The CLIENT shall provide, for use of the SERVICE AGENCY, sufficient room for safekeeping of materials, supplies and equipment;
3. The CLIENT shall hold monthly assessment / development meeting with the janitor provided that such meeting is done outside the time of duty of the janitor in coordination with the Administration Office;

C. This Agreement shall take effect upon signing of the herein parties and shall be valid for three years subject to renewal based on the following conditions:

1. The Annual Contract Price for the duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except for the following:
 - 1.1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding,



1.2. Increase in taxes

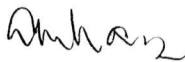
1.3. If during the term of the contract, the PhilFIDA sees the need for an increase or decrease in the number of janitorial attendants, provided that the resulting cost of said increase does not exceed the Approved Budget for the Contract (ABC) for the relevant year.

- D. The parties hereto agree that any and all actions arising from this contract shall be filed in Mandaluyong City.
- E. That this CONTRACT shall be binding upon the executors, administrators, successors, and assignees of the parties hereto.
- F. Breach of any stipulation in this agreement or unsatisfactory services on the part of the SERVICE AGENCY and such other valid cause/s as may be determined by the CLIENT shall give the client the absolute right to terminate this contract prior to its expiration, provided that thirty (30) days written notice be given to the SERVICE AGENCY prior to termination.

IN WITNESS WHEREOF, the parties have signed this instrument in Mandaluyong City this FEB 18 2021 day, 2021.

**CANCU ENTERPRISES AND
GENERAL SERVICES, INC.**

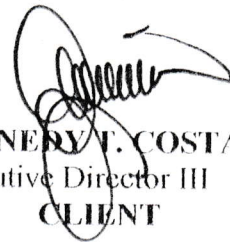
By:



ANA MARIE NAVAS
Administrative Officer
SERVICE AGENCY


**PHILIPPINE FIBER INDUSTRY
INDUSTRY DEVELOPMENT
AUTHORITY**

By:



KENNEDY T. COSTALES
Executive Director III
CLIENT

SIGNED IN THE PRESENCE OF:



ZANDRO BERNARDINO
LIAISON OFFICER



HONESTO C. TABUZO, JR.
Chief Accountant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

BEFORE ME, a Notary Public, this **FEB 18 2021**, 2021 personally appeared the following:

Name	I.D. No.	Issued By	Date Issued
KENNEDY T. COSTALES	:	:	:
Executive Director III			
ANA MARIE NAVAS	:	:	:
Administrative Officer			

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and of the office which they represent.

This instrument refers to Contract Agreement consisting of four (4) pages including this page on which this Acknowledgment is written, signed by the parties hereto and their instrumental witnesses on each and every page thereof.

QUEZON CITY IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal at **FEB 18 2021**, Philippines on this _____ day of _____, 2021.

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Series of : mm

ATTY. RICHARD J. BOLIVAR
NOTARY PUBLIC - QUEZON CITY
AM Adm. No. 129-17 MD 2021 & 129-18 MD 2021
Com. Ex. No. 129-17 MD 2021 & 129-18 MD 2021
IBP O.R. No. 129-17 MD 2021 & 129-18 MD 2021
PTR O.R. No. 009112 D 2021
MCLE No. VI-0020003 valid from 12/11/2019 to 01/01/22 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.

[Signature]

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