

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

NATIONAL NUTRITION COUNCIL, a government agency, with office address at 2332 Chino Roces Avenue Extension, Taguig City herein represented by its Assistant Secretary of Health and Executive Director IV, **MARIA-BERNARDITA T. FLORES, CESO II**, hereinafter referred to as the "FIRST PARTY";

- and -

D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC., an organized and registered business entity under the laws of the Republic of the Philippines, with office address at 394 San Nicolas 3, Molino Road, Bacoar City represented by its President, **MARION M. MAALA** hereinafter referred to as the "SECOND PARTY";

W I T N E S S E T H


1. That the FIRST PARTY is in need of the services of six (6) janitors and one (1) working supervisor or a total of seven (7) personnel to provide janitorial and gardening services not performed by the regular employees of the FIRST PARTY;
2. That the SECOND PARTY has signified its intention, to which the FIRST PARTY has accepted, to provide the janitorial and gardening services needed by the latter;
3. That the SECOND PARTY hereby possesses the experience, skills and track record required to perform the job as described herein;
4. That the SECOND PARTY hereby attests that its officers are not related within the third degree of consanguinity or affinity to the: 1) hiring authority and/or 2) representative of the FIRST PARTY;
5. That the parties hereto hereby agree as follows:

Section 1: SCOPE OF WORK

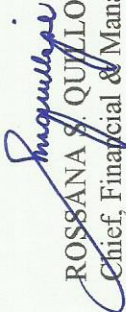
The SECOND PARTY is expected to perform the following scope of work:

1. Daily Before Office Hours

- a. Cleaning, sweeping, spot scrubbing, wet mopping and polishing of all office floors, corridors and lobby;
- b. Cleaning, sanitizing of toilets and washrooms, and checking of water spots on fixtures;


MARION M. MAALA
President


MARIA-BERNARDITA T. FLORES, CESO II
Asst. Secretary of Health and Executive Director IV


ROSSANA S. QUINSLOPES
Chief, Financial & Management Division


MARION M. MAALA
President


- c. Cleaning and emptying of all water receptacles, waste cans and proper disposal of all garbage;
- d. Cleaning, dusting and polishing of all office furniture and equipment;
- e. Cleaning and wiping of all glass doors, partitions and windows;
- f. Cleaning of fixtures, counters and panels.


2. **Daily During Office Hours**

- a. Sweeping, spot scrubbing, wet mopping and polishing of all office floors, lobby and corridors, cleaning, dusting and polishing of all office furniture and equipment;
- b. Cleaning and wiping of all doors and glass partitions;
- c. Cleaning of all stairs landing;
- d. Cleaning of all comfort rooms, its doors, wall and fixtures;
- e. Checking of soap, towels, etc. during lavatory cleaning;
- f. Sweeping and cleaning of surrounding premises;
- g. Daily watering of outdoor and indoor ornamental plants and garden maintenance;
- h. Cleaning/weeding of grass in the garden and premises; and
- i. Soil cultivation and fertilizing of plants in areas assigned to each janitor.

3. **Weekly Services**

- a. General cleaning of the entire office premises including stripping and mopping of floors;
- b. General cleaning and sanitizing of all comfort rooms;
- c. Cleaning of all interior and exterior glass doors, partitions and walls;
- d. General cleaning of all furniture and office equipment which consists of dusting, wiping spot, scrubbing, application of high grade cleaner;
- e. Cutting of grasses with motorized grass-cutters on week ends; and
- f. Pick-up of garbage and other waste materials


MARIA-BERNARDITA T. FLORES, CESO II
Asst. Secretary of Health and Executive Director IV


ROSSANA S. QUILLOPE
Chief, Financial & Management Division


MARION M. MAALA
President

4. **Monthly Services**

- a. General cleaning of all walls and ceiling;
- b. General cleaning of airconditioning covers and filters;
- c. General cleaning of inside and outside portion of glass walls;
- d. Shampooing of all seat cushion of executive and visitors chairs, sofa;
- e. Carpentry and plumbing services (whenever necessary); and
- g. Cleaning of light diffusers.

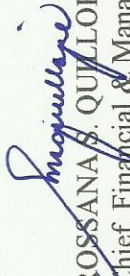
5. **Quarterly Services**

Misting inside and outside the building (including chemicals and appropriate equipment); Quarterly (June, September and December 2018).

Section 2: FEES AND PAYMENTS

1. In view hereof, the SECOND PARTY is hereby contracted as the Janitorial Services Provider for the period **April 1 to December 31, 2018** in consideration of the monthly rate of **Twenty Four Thousand Four Hundred Ninety Pesos (P24,490.00)** per janitor and working supervisor with a total amount of **One Million Five Hundred Forty Two Thousand Eight Hundred Seventy Pesos (P1,542,870.00)** for six (6) janitors and one (1) working supervisor to be paid on a monthly basis as shown in the attached Calculated Bid as Annex "A".
2. The SECOND PARTY is obliged to:
 - a) Remit monthly its mandatory share for the SSS, Philhealth, PAG-IBIG Fund and ECC premiums of its janitors, janitress and gardener which are all included and stipulated in the contract price.
 - b) Submit monthly to NNC as supporting document for its monthly statement of account, a certification that it has remitted the above mandatory share to agencies concerned; and
 - c) Provide monthly a copy of the actual payroll and payslip signed by the janitors/ janitresses and certified true and correct by the payroll master, copy of remittances to SSS, Philhealth and Pag-Ibig.


MARIA-BERNARDITA T. FLORES, CESO II
Asst. Secretary of Health and Executive Director IV


ROSSANA S. QUINSLOPE
Chief, Financial & Management Division

Section 3: OBLIGATIONS AND UNDERTAKINGS OF SECOND PARTY

1. The SECOND PARTY shall deliver the offered supplies, materials, equipment and other services contained in their bid offer as shown in the attached "Annex B".
2. The SECOND PARTY shall perform work at a time and schedule agreed upon by both parties.
3. To maintain efficiency, the SECOND PARTY shall replace its assigned janitors/janitresses/gardener anytime whose works it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest as requested or determined by the FIRST PARTY.
4. The SECOND PARTY shall be responsible for any damage or loss of any property within the premises due to the fault or negligence of its janitors/janitresses/gardener the cost of which shall be deducted in full by the FIRST PARTY from the amount payable to the SECOND PARTY.

Section 4: NO EMPLOYER-EMPLOYEE RELATIONSHIP BETWEEN THE FIRST PARTY AND THE SECOND PARTY'S EMPLOYEES

It is understood that this contract does not create an employer-employee relationship between the FIRST PARTY and the SECOND PARTY, that the services rendered hereunder are not considered and will not be accredited as government service, and that the latter is not entitled to benefits enjoyed by the regular personnel of the FIRST PARTY.

Section 5: MISCELLANEOUS

1. This agreement maybe terminated for any violation of the terms and conditions set forth herein by the aggrieved party after a period of thirty days from the date of receipt of notice of termination.
2. The FIRST PARTY however, may request the SECOND PARTY to increase or decrease the number of janitors, provided that due written notice thereof is served upon the SECOND PARTY, in which case, corresponding adjustment in contact price prescribed shall be made. That the SECOND PARTY is under obligation to hire additional personnel, should there be a need for it without cost to supplement personnel required.

CERTIFIED AS TO AVAILABILITY
OF FUNDS PURSUANT TO LOI 968
THE AMOUNT OF ₱ 1,542,870.00
ROA NO. 02-10/101- 2018-04-454

Nick G. Sison

Marion M. Maala
MARION M. MAALA
President

Maria-Bernardita T. Flores
MARIA-BERNARDITA T. FLORES, CESO II
Asst. Secretary of Health and Executive Director IV

Rossana S. Quillope
ROSSANA S. QUILLOPE
Chief, Financial & Management Division

IN WITNESS WHEREOF, both parties have hereunto set their hands this MAR 28 2018 day of 2018 at LAS PIÑAS CITY

D' TRIUMPH CLEANERS AND ALLIED SERVICES, INC.

By:

Marion M. Maala
MARION M. MAALA
President

NATIONAL NUTRITION COUNCIL

By:

Maria-Bernardita T. Flores
MARIA-BERNARDITA T. FLORES, CESO II
Assistant Secretary of Health & Executive Director IV

Signed in the presence of:

Florife D. Adanza
FLORIFE D. ADANZA
Project Officer

Rossana S. Quillope
ROSSANA S. QUILLOPE
Chief, Financial and Management Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
LAS PIÑAS CITY)S.S.

Atty. Hermino T. Ubana, Sr.
ATTY. HERMINO T. UBANA, SR.
Notary Public Until December 31, 2018
PTR No. 11472465 J. 01-29-2018, Las Piñas City
IBP No. 029795, 01-26-2018, Pasig City
Attorneys Roll No. 18657
MCLE Compliance # V-0020630, 04-28-2016
No. 2F, Ocampo Ave., Manuela IV Subd.
Pamplona Hall, Las Piñas City
Tel. No. 872-8455 / Cell: 0917-816-6149

BEFORE ME, a notary Public for and in the above jurisdiction, personally appeared the following:

NAME	COM. TAX CERTIFICATION NO.	DATE/PLACE ISSUED
MARIA-BERNARDITA T. FLORES	12312044	January 4, 2018/Las Piñas City
MARION M. MAALA	29217353	January 10, 2018/Bacoor City

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this MAR 28 2018 day of 2018 in the City of LAS PIÑAS CITY, Philippines.

DOC. NO. 322
PAGE NO. 66
BOOK NO. I
SERIES OF 2018.

National Nutrition Council
Office of the Executive Director

RECEIVED

Date/Time 4/6/18 4:00 pm
By U 240-2 APS