

## 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 Unit 306 Maraudi Bldg., E. Aguinaldo Hi-way, Niog 2, Bacoor City, Cavite represented by its President, **MARION M. MAALA** hereinafter referred to as the "SECOND PARTY";

### WITNESSETH

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*  
MARION M. MAALA  
President

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

*Rossana J. Quirope*  
ROSSANA J. QUIROPE  
Chief, Financial & Management Division



- c. Cleaning and emptying of all water receptacles, waste cans, ash trays and sand urns and proper disposal of all garbage;
- d. Cleaning, dusting and polishing of all office furnitures 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 office 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. Picking-up of cigarette butts from the urns and trash receptacles;
- g. Sweeping and cleaning of surrounding premises;
- h. Daily watering of outdoor and indoor ornamental plants, including garden maintenance;
- i. Cleaning/weeding of grasses in the garden and office premises; and
- j. Soil cultivation and fertilizing of plants in areas assigned to each janitor/janitress.

## 3. Weekly Services

- a. General cleaning of the entire office premises including stripping and scrubbing of the old coat of wax;
- 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 solution and then polishing the same;
- e. Pick-up of garbage and other waste materials

*Marion M. Matala*  
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President

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

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



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 portions of window glasses;
- d. Shampooing of all seat cushion of executive and visitors chairs, sofa;
- e. Carpentry and plumbing services (whenever necessary);
- f. Cutting of grasses with motorized grass-cutters to be done on week ends; and
- f. Cleaning of light diffusers.

5. Quarterly Services

Misting inside and outside the building (including chemicals and appropriate equipment); Quarterly ( June, September and December 2015).

**Section 2: FEES AND PAYMENTS**

1. In view hereof, the SECOND PARTY is hereby contracted as the Janitorial Agency for the period **June 1, 2015 to December 31, 2017** subject to assessment/evaluation of performance by the First Party which will be the basis for the renewal of the succeeding years. In consideration of the monthly rate of **Twenty Thousand Five Hundred Pesos (P20,500.00)** per janitor and working supervisor with a total amount of **Four Million Four Hundred Forty Eight Thousand Five Hundred Pesos (P4,448,500.00)** two and a half years for six (6) janitors/janitress 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.



### 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/janitresses/gardeners, 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.

*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. Quilope*  
ROSSANA S. QUILLOPE  
Chief, Financial & Management Division



IN WITNESS WHEREOF, BOTH parties have hereunto set their hands this MAY 29 2015 day  
of \_\_\_\_\_ 2015 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:

*Mylin M. Leal*  
**MYLIN M. LEAL**  
Admin. & Finance Manager

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

### ACKNOWLEDGMENT

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

**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	01576219	January 5, 2015/Las Piñas City
MARION M. MAALA		

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 MAY 29 2015 day of \_\_\_\_\_  
in the City of **LAS PIÑAS CITY**, Philippines.

DOC. NO. 331  
PAGE NO. 68  
BOOK NO. 36  
SERIES OF 2015.

*Hermino T. Ubana, Sr.*  
**ATTY. HERMINO T. UBANA, SR.**  
NOTARY PUBLIC-LAS PIÑAS CITY  
COMMISSION EXPIRES DECEMBER 31, 2015  
ISP No. 978046 / 01-05-2015 / PASAY CITY  
PTR No. 10037152 / 01-05-2015 / LAS PIÑAS CITY  
ATTORNEYS ROLL NO. 18657  
MCLE COMPLIANCE NO. IV-0001335 / 02-07-2011  
82 E. Ocampo Ave. MANUELA IV GARD. LAS PIÑAS CITY  
TEL. No. 872-0455