

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This **Contract of Service** is made and entered into this 1st day of July 2012, by and between:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation created and existing by virtue of RA 7875, otherwise known as the "National Health Insurance Act of 1995", with office address at 3rd Floor PhilHealth Building 2, P. Burgos Street, Tacloban City, represented by its Regional Vice President, **WALTER R. BACAREZA**, herein referred to as the "**CLIENT**";

-and-

HELPMATE SERVICES INCORPORATED, a corporation duly organized and existing under the laws of the Republic of the Philippines, with business address at Door 5, L & M Building, Real Street, Tacloban, City, represented by its Branch Manager, **ROSALINDA C. ANDRINO**, of legal age, Filipino, hereinafter referred to as the "**AGENCY**".

-Witnesseth-

WHEREAS, the **CLIENT** desires to engage the services of a competent, qualified and able janitorial service agency who shall clean and maintain in sanitary condition its office premises;

WHEREAS, the **AGENCY**, a duly registered and licensed professional service maintenance agency, offered to render janitorial services to clean and maintain in sanitary condition the entire office premises of the **CLIENT**, and furthered offered to render other office related services;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree to be bound under the following terms and conditions, to wit:

I. DUTIES AND RESPONSIBILITIES OF THE AGENCY.

1. To provide, maintain and deploy sufficient number of efficient, well – trained, dependable, experienced and trustworthy personnel for janitorial and other related services within the office premises of the **CLIENT**, under the herein schedule of work, to wit:

Six (6) janitors shall be assigned in various Local Health Insurance Offices in which schedule of work assignment is based on the arrangement made by the parties whose required number of hours is 8 hours per day, Monday to Friday (including local holidays), except regular and special holidays.

Three (3) janitors shall be assigned in PhRO-8 Main Office and Tacloban Local Health Insurance Office in which schedule of work assignment is based on the arrangement made by the parties whose required number of hours is 8 hours per day, Monday to Friday (including local holidays), except regular and special holidays.

The **AGENCY** shall assign a Supervisor who shall be responsible in making sure that the objective of this contract is being implemented and executed.

The work schedule of the personnel shall be subject to review, changes and approval of the **CLIENT** upon prior written notice to the **AGENCY**.

2. To provide the janitorial personnel with identification cards to be supplied by the **CLIENT**.
3. To guarantee that the janitorial personnel provided shall have the following clearances and documents which shall be submitted to the Administrative Services Section of the **CLIENT**, to wit:
 1. NBI/Police/Barangay Clearance;
 2. Medical Certificate;
 3. SSS/Phil Health Membership Photocopy; and,
 4. Bio-data with 2x2 Picture.
4. To guarantee that the janitorial personnel provided shall observe faithfully and religiously the following routine schedule of services;

A. Daily Activities

1. Sweeping, damp mopping, polishing and/or dusting of all floors, stairways, corridors, lobbies, main and exit stairways, corridors/hallways, must be done continuously during hours of public use to guarantee cleanliness throughout the day;
2. Thorough cleaning of all glass panels/doors/windows/walls of the building by means of the approved glass cleaning agent;
3. Thorough cleaning and dusting of tables, chairs, cabinet tops, artworks (paintings and murals), bulletin boards, and other furniture/equipment;
4. Cleaning, deodorizing, and disinfecting of comfort rooms and washrooms;
5. Watering of plants;
6. Emptying and cleaning of sand urns, waste cans/baskets, and proper collecting and disposal of garbage;
7. Keeping free of obstructions of all corridors/hallways, lobbies, entrances, and stairways;
8. Checking/closing of all windows and doors before retiring;
9. Report necessary repair works in their respective work areas to the PRO's authorized representative/s immediately and provide assistance in the repair works whenever necessary;
10. Stay in respective post for messengerial and other related services/errand work, such as daily deliveries of all documents and packages to be forwarded to the different divisions/offices concerned;
11. Perform all other duties as may be required/assigned from time to time with respect to janitorial and utility works;
12. Attend to the needs of the regular staff meeting as required.

B. Monthly Routine

1. Removing of cobwebs and dusting to all floors in the storage areas and record rooms;
2. Vacuuming of all chairs at the Conference and Training Rooms.

3. Washing and cleaning of lighting diffusers as scheduled.
4. Shampooing with approved brand of all carpets and leather upholstery and furniture as scheduled;
5. Spraying of pesticides, insecticides and fungicides as deemed necessary (after office hours only).
6. To provide at least the following type and quantity of needed tools, supplies, materials and equipment. All supplies and materials to be provided shall be of guaranteed high grade quality to ensure and maintain maximum cleaning results.

A. To be provided per month:

1	9 packs	All purpose powdered Soap-500gms
2	18 packs	Deodorant Cake
3	18 packs	Plastic Garbage Bag, 10pcs/pack(S)
4	18 packs	Plastic Garbage Bag, 10pcs/pack for Crs Large
5	9 bottles	Toilet Bowl Cleaner
6	18 pcs.	Sponge/scouring pad
7	9 bottles	Glass Cleaner spray, 500 ml
8	9 bottles	Disinfectant aerosol, Lysol 500 ml
9	18 pcs.	Handsoaps
10	12 cake	Air freshener, gel type
11	12 bottles	Air freshener, Glade - aerosol
12	18 bottles	Detergent liquid washing

B. To be provided quarterly:

13	9 pcs.	Broom, soft, wooden handle
14	9 pcs.	Broom Stick
15	8 packs	Chlorine, 1 kl. per pack
16	16 pcs.	Mop Head, chamois
17	9 cans	Insecticide, aerosol 500 ml
18	18 pcs.	Rags, cotton - 8" in diameter, 1kl.

C. One time delivery

19	9 pcs.	Toilet Brush
20	9 pcs.	Rubber Bowl Pump
21	9 pcs.	Dust Pan, Plastic Big
22	11 pcs.	Pail, 2 gals. Capacity
23	9 pcs.	Mop Handle

7. Materials for Janitorial Services are to be delivered directly to the PhRO on or before the 10th day of the applicable month (for materials to be delivered monthly), on the 10th day of the first month of each applicable quarter (for materials for delivery every quarter) and within the month at the start of the contract for "one-time delivery" materials.
8. To provide floor polisher and accessories during scheduled periodic general cleaning at the PhRO and in each of the (6) LHIOs upon request of the CLIENT.

II. DUTIES AND RESPONSIBILITIES OF THE CLIENT

1. To pay the AGENCY the amount of **Nine Thousand Four Hundred Fifty & 78/100 (P 9,450.78)** per month per janitor assigned in PRO 8 Main (Tacloban City) and LHIO's (Tacloban, Maasin, Catarman, Borongan, Calbayog and Ormoc). This rate shall be subject to adjustments depending on provision of law that may have been imposed or may be imposed anytime during the duration of the contract. Amount

payable is inclusive of withholding tax and such other taxes that may be imposed by law.

2. The payment shall be made within five (5) days of the succeeding month upon presentation of a properly accomplished bill of collection to enable the **AGENCY** to give monthly payment to the janitorial personnel provided.
3. To assign other tasks as may be necessary to be accomplished by the janitorial personnel provided;
4. To review, change and approve the work schedule as necessary;
5. To request for the replacement, increase or decrease in number of janitorial personnel as it deems necessary.
6. To give sufficient storage space for all the supplies and materials of the janitorial personnel and suitable dressing room for the utility.

III. GENERAL PROVISIONS:

1. It is hereby understood that there is no employer-employee relation between the **CLIENT** and **AGENCY** or between the **CLIENT** and the janitorial personnel provided for by the **AGENCY**. The **CLIENT** shall not be liable for any injury, damage, or death suffered by the janitorial personnel in the performance of their functions.
2. All taxes, licenses and permit fees which may be required by, dues or collectible by the local or national government pursuant to this Contract, shall be the sole responsibility of the **AGENCY**.
3. In the event of any significant increase in the operating costs of the **AGENCY** due to amendments/changes in the present laws, rules and regulations such as increase in the minimum wage, taxes, SSS and Medicare Contributions, the parties may negotiate for a reasonable adjustment in the contract price.

IV. PERFORMANCE BOND

The **AGENCY** hereby undertakes to furnish the **CLIENT** a Performance Bond in the amount equivalent to **Thirty Percent (30%)** of the total budget of the contract, surety bond guaranteed by the Government Service Insurance System (GSIS) or any reputable bonding company which may be increased whenever the requirement of the **CLIENT** also increases, as guarantee for the payment of any claim made by the **CLIENT** for losses, liability, injury or damage arising from or growing out of the **AGENCY**' s operations under this contract, and for the faithful performance by the **AGENCY** of the covenants, obligations and undertakings assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law for the filing of such claim (s) or loss, liability, injury or damage shall have lapsed. Provided, however, that if any claim for any of the foregoing has been filed within the said period, then in any such case, said bond shall continue.

All personnel assigned by the **AGENCY** to the **CLIENT** shall render specific contracted service. Should the **CLIENT**, or any of its officers and employees, ask any personnel of the **AGENCY** to perform a service different from that which was contracted for the **AGENCY** shall not be responsible for any damage or loss resulting from such work from that which was contracted for, the **AGENCY** shall not be responsible for any damage or loss resulting from such work.

Handwritten marks: A checkmark and the letter 'H' are visible on the left margin. On the right margin, there are two handwritten initials, 'P' and 'R'.

V. DURATION OF THE CONTRACT

The Contract shall take effect on **July 1, 2012** until **December 31, 2012**, unless sooner terminated in accordance with the provisions hereof. After expiration of this contract and no new contract has been made or issued by the **CLIENT** or that the result of the bidding is not yet issued if one is conducted, this contract shall be deemed extended on a month to month basis up to such period as may be allowed by law, rules and regulations.

VI. TERMINATION OF CONTRACT AND VENUE OF ACTION

The **CLIENT** or the **AGENCY** reserves the right to terminate this Contract for any cause or reason upon thirty (30) days prior notice to the other party. Provided that in case of litigation arising from or in connection with this Contract, the parties agree that the venue of any action shall be at the proper court in Tacloban City.

VII. MISCELLANEOUS PROVISIONS


In case any provisions or stipulation hereof is declared invalid, null and void or contrary to law, rules and regulations by a court of competent jurisdiction, the unaffected provision or stipulation thereof shall remain valid and effective.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Contract on this _____ day of _____ 2012 at Tacloban City, Leyte, Philippines.

**PHILIPPINE HEALTH INSURANCE
CORPORATION (PHILHEALTH)**
(CLIENT)

HELPMATE SERVICES INCORPORATED
(AGENCY)

By:


WALTER R. BACAREZA
Regional Vice President

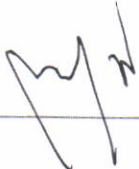
By:



✓ **ROSALINDA C. ANDRINO**
Branch Manager

CTC No. _____
Issued on _____
Issued at _____

CTC No. 100 99993
Issued on 11/10/2012
Issued at Tacloban City

Signed in the Presence of:



✓ 

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
TACLOBAN CITY) S.S.

BEFORE ME on this 4th day of 31 2012, 2012 personally appeared the above parties known to me to be the same persons who executed the foregoing contract of service consisting of five (6) pages including the page on which this acknowledgement is written and acknowledged that the same is their voluntary act and deed and that of the company they represent.

Witness my hand and seal on the date and in the place first above written.

LN

CESAR E. LEE

Notary Public

Notary Public

No. 2012-01-51

Until December 31, 2013

164 Avenida veteranos Tacloban City

PTR No. 71810011-2-12 Tacloban City

Roll of Attorney No. 34399

MCLE Comp. No. 14001030 1.11.11

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