

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between the:

PHILIPPINE HEALTH INSURANCE CORPORATION, a government owned and controlled corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with postal address at 11th-19th Floor Citystate Center Bldg., 709 Shaw Boulevard, Brgy. Oranbo, Pasig City, represented in this act by its Regional Vice President, **MR. ROMEO D. ALBERTO**, hereinafter referred to as the "**CLIENT**";

-and-

GOLDEN BUDDHA INVESTIGATION & SECURITY AGENCY, with office address at B-3 Laminah Alih Building, Veterans Avenue Extension, Zamboanga City, represented by its General Manager, **AIDA L. MIRAVILLA**, hereinafter referred to as the "**AGENCY**";

-WITNESSETH-

WHEREAS, the client desires to engage the services of a competent 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 further offered to render other related services including the movement of office equipment and supplies from one place to another;

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

I. DUTIES AND RESPONSIBILITIES OF THE AGENCY.

1. To provide, maintain and deploy seven (7) janitors: PRO IX, Zamboanga City Local Health Insurance Office (3 janitors), Pagadian Local Health Insurance Office (2 janitors), Dipolog Local Health Insurance Office (1 janitor) and Ipil Local Health Insurance Office (1 janitor), who are efficient, well trained, dependable, experienced and trustworthy personnel for janitorial and other related services with the office premises of the **CLIENT** who shall work from Monday to Saturday excluding Sunday and holidays from 8:00 a.m. to 5:00 p.m.

The **AGENCY** shall assign one (1) Supervisor who shall be responsible in making sure that the objective of this contract is being implemented and executed.

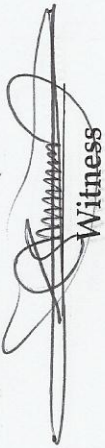
However, future adjustments regarding time scheduling shall be reserved in favor of the **CLIENT** in consonance with whatever alterations the latter may find necessary. The number of janitors may be subsequently

increased or decreased as may be determined by the **CLIENT** depending upon the circumstances.

2. To provide the janitorial personnel with working uniforms, identification cards, cleaning supplies and materials at its own expense, necessary and incidental to the efficient performance of their work.
3. To guarantee that the janitorial personnel provided shall have the following clearances and documents which shall be submitted to Administrative Division of the **CLIENT**, to wit:
 1. NBI/Police/Barangay Clearance
 2. Medical Certificate
 3. PhilHealth/SSS/Pag-IBIG Membership (photocopy)
 4. Biodata with 2x2 Picture
4. To guarantee that the janitorial personnel provided shall observe faithfully and religiously the following routine schedule of services:

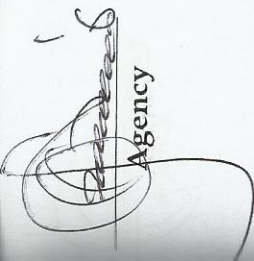
A. Daily Routine (Monday to Friday)

1. Sweeping, mopping, polishing and/or dusting of all floors including ceilings, stairways, corridors, lobbies, elevators, hallways, covered walks, must be serviced continuously during hours of public use to guarantee cleanliness throughout the day.
2. Cleaning and dusting of tables, chairs, cabinet tops, artworks (painting and murals) and other furniture/equipment.
3. Cleaning, deodorizing, and disinfecting of comfort rooms and washrooms.
4. Cleaning and spot removing on all vertical and overhead surfaces.
5. Cleaning and dusting of all railings, counters and door knobs.
6. Spraying of insecticides as necessary (5:00 p.m. – 6:00 p.m. only).
7. Emptying and cleaning of ashtrays, sand urns, waste cans/baskets, and proper disposal of garbage.
8. Keeping free from obstructions of all corridors/hallways, lobbies entrances, and stairways.
9. Switching off of all lighting and air-conditions when not in use and report areas where illumination is necessary.
10. Checking/closing of all windows and doors before retiring at 5:00 p.m.
11. Report necessary repair works in their work areas to PHIC authorized representative/s immediately.
12. Removal of dried leaves from indoor plants.


Witness


Witness


Client


Agency

13. Watering of indoor plants.

14. Stay in respective post for janitorial/errand work.

15. Attend to the needs of the weekly staff meeting as required.

16. Perform other duties, as may be required/assigned from time to time with respect to janitorial sanitation and utility works.

B. Weekly Routine (Saturday)

1. Thorough washing with soap and water and application of floor wax on all floors.
2. Refinishing, waxing, and polishing of all floors.
3. Washing and scrubbing of stairways, corridors, lobbies and elevators.
4. Cleaning of vertical and horizontal blinds.
5. General/thorough cleaning and disinfecting of all comfort rooms and washrooms.
6. Polishing of all metal rims, reception tables, and stair nosing.
7. Dusting of all paintings, bulletin boards, other wall hangings and fire extinguishers.
8. Thorough cleaning of tables, furniture, and fixtures of the office.
9. Washing and cleaning of lighting diffusers as scheduled.
10. Shampooing of leatherette upholstered chairs as scheduled.

C. Monthly Routine

1. Stripping of old wax on floors.
2. Spraying of pesticides, insecticides, and fungicides.

II. DUTIES AND RESPONSIBILITIES OF THE CLIENT

1. To pay the **AGENCY** the amount of *Nine Thousand Two Hundred Twenty Nine and 77/100 Pesos (Php9,229.77), plus Php500.00 janitorial supplies allowance*, per janitor per month, inclusive of all taxes and other fees as may be required by the government. The payment shall be made within ten (10) days of the succeeding month upon presentation of a properly accomplished bill of collection, together with the following required documents, in support of such payment:

- a. Original of certified true copies of payroll register for the applicable period, duly signed by the agency's authorized representative and duly acknowledged by the janitors assigned / deployed in PRO IX regional and local health insurance offices in Zamboanga City, Pagadian City, Dipolog City and Ipil, Zamboanga Sibugay;

- b. Original or certified true copies of proofs of payment of contributions and loan remittances to the Social Security System (SSS), Home Development Mutual Fund (HDMF) / Pag-IBIG and PhilHealth for the immediately preceding month of the applicable period of the janitors assigned / deployed in PRO IX regional and local health insurance offices in Zamboanga City, Pagadian City, Dipolog City and Ipil, Zamboanga Sibugay; and
- c. Other supporting documents as may be required by the **CLIENT**.

Failure to comply any of the above – listed supporting documents shall be construed as non – submission of the required documents necessary to process the payment of the **AGENCY's** statement of account for the applicable month.

The **CLIENT** shall remit and pay to the Bureau of Internal Revenue the required withholding tax and provide the **AGENCY** with the certificate of remittance;

2. To assign other tasks as may be necessary to be accomplished by the janitorial personnel provided;
3. To review, change, and approve the work schedule as it deems necessary;
4. To request for the replacement, increase or decrease in number of janitorial personnel as it deems necessary;
5. To give sufficient storage space for all the supplies and materials of the janitorial personnel provided by the **AGENCY** and suitable dressing room for their utility.

III. GENERAL PROVISIONS

1. It is hereby understood that there is no employer-employee relation between the **CLIENT** and the **AGENCY** nor 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. It is understood that whenever the **CLIENT** suffer losses or damage incurred by the janitorial services, the **CLIENT** may suspend release of payment of collectibles due the **AGENCY** pending the outcome of the investigation by a committee created by the **CLIENT** where the **AGENCY** will be represented, which shall determine whether the damage or losses were due to the fault of the janitor and without any contributory negligence on the part of the **CLIENT**. Provided further, that this condition shall apply whenever the value involve in any such damage/loss exceeds **FIVE HUNDRED PESOS (P500.00)**, and provided finally that the loss or damage was reported in writing by the **CLIENT** to the **AGENCY** within five (5) working days from the date of its discovery. The **AGENCY**, however, shall not be held liable for damages or losses due to force majeure or fortuitous event.
3. All taxes, licenses and permit fees which may be required by, dues to or collectible by the local or national government pursuant to this Contract, shall be the sole responsibility of the **AGENCY**.

4. 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, HDMF / Pag-IBIG and PhilHealth Contributions, the parties may negotiate for a reasonable adjustment in the contract price.

IV. PERFORMANCE SECURITY

The **AGENCY** hereby undertakes to furnish the **CLIENT** a Performance Security of five percent (5%) of the total approved budget for the contract of seven (7) janitors for a validity period of six (6) months in the form of cash, cashier's check, manager's check, bank draft/guarantee or irrevocable letter of credit, as confirmed by a Universal or Commercial Bank guaranteed by 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 undertaking 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 elapsed. 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.

V. DURATION OF THE CONTRACT

This 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 Zamboanga City.

VII. MISCELLANEOUS PROVISIONS

In case any provision 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.

Witness

Witness

Client

Agency

IN WITNESS WHEREOF, the parties have signed this contract in representation of their respective corporation on this ____ day of 28 JUN 2012, Zamboanga City, Philippines.

**GOLDEN BUDDHA INVESTIGATION
AND SECURITY AGENCY
(AGENCY)**

By:



AIDA L. MIRAVILLA
General Manager

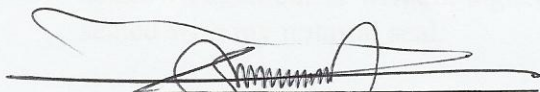
**PHILIPPINE HEALTH INSURANCE
CORPORATION (PHILHEALTH)
(CLIENT)**

By:




ROMEO D. ALBERTO
Regional Vice President

Signed in the presence of:



Elmer L. Miravilla



ROSEMIN E. DAMSID
Fiscal Controller IV

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA)s.s.
X ----- X

BEFORE ME, this 28 JUN 2012, in Zamboanga City, personally appeared with their respective government issued ID card bearing number 10027398 for Romeo D. Alberto and RIDA L. MIRAVILLA, CTC # 741874197 for ISSUED AT ZAMBOANGA CITY.

Known to me to be the same persons who executed the foregoing Contract of Service and acknowledge to me that the same are their own free act and deed and that of the agency/corporation being represented.

This instrument consists of seven (7) pages, including this page on which this acknowledgement is written, signed by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SIGNATURE on the date and place first above written.



VICTORIANO T. CHIONG JR.
Notary Public, Until Dec. 31, 2013
PTR No. 3822760/ 1/02/12/ZC
IBP NO. 847792/ 1/04/12/ZC
Roll of Attorney 42202

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Witness

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