CONTRACT
JANITORIAL/MAINTENANCE & GARDENING SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, made and entered into this 6th of November 2012, in Western Bicutan, Taguig City, by and between:

TECHNOLOGICAL UNIVERSITY OF THE PHILIPPINES – TAGUIG CAMPUS, a government institution organized and existing under the laws of the Philippines with postal address at Km 14, East Service Road, South Superhighway, Western Bicutan, Taguig City represented in this act by the Campus Director, DR. SELFA J. BRIONES, and hereinafter referred to as the CLIENT;

And

D’ TRIUMPH CLEANERS & ALLIED SERVICES, INC. a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at 2nd Floor, 2-B Villafuerte Building III, 279 Alabang-Zapote Road, Las Piñas City with telephone no. (02) 875-2305/874-9821 and Telefax no. (02) 875-2303 duly represented herein by its President, MARION E. MORALES-MAALA, and hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the CLIENT is desirous of contracting the services of a reputable, reliable, and well-equipped company, which has the competence to render janitorial, maintenance, and gardening services for the upkeep of its offices, classrooms and premises;

WHEREAS, the CONTRACTOR is engaged in the business of rendering services within the areas of janitorial and gardening and, in fact, has the capacity, resources and manpower to cope with and meet the requirements herein setforth;

WHEREAS, after having complied with the rules and regulations stipulated in the RA 9184 for the procurement of services, the contract of one (1) year is hereby awarded to the CONTRACTOR;

DR. OLYMPIO V. CAPARAS
TUP President
NOW THEREFORE, for and in consideration of the foregoing premises, the parties have hereunto agreed to enter into a SERVICE CONTRACT based on the terms, conditions, and stipulations enumerated hereunder.

A. OBLIGATION OF THE CONTRACTOR

A.1 Assign to the CLIENT's premises twelve (12) janitors/gardeners, including a working supervisor, with proper working uniform, all of whom must be experienced and adequately trained in the tasks of rendering janitorial and gardening services throughout the areas herein stipulated.

A.2 Rendering janitorial-gardening services eight (8) hours per day, six (6) days per week, exclusive of legal holidays as may be declared by the government.

A.3 On a regular basis, provide and supply at its expense, the needed equipment and appropriate cleaning materials (as stipulated in the Annex A and B of this Contract) for janitorial and gardening services to ensure efficiency in the performance of assigned tasks.

A.4 Present to the CLIENT for inspection supplies and materials required for and necessary in the accomplishment of identified chores per stipulation cited herein.

A.5 Equipment brought in by the CONTRACTOR for exclusive use at the CLIENT's premises within the contract period will not be allowed to be taken out by the latter except for purposes of repair.

A.6 Responsible for the payment of claims, pertaining to workmen's compensation, Social Security, Medicare, PAG-IBIG and such other benefits pursuant to existing pertinent rules and regulations including those that may be promulgated hereafter. The Agency shall submit to the University Campus certified copy of the payroll signed by the workers after each pay day as well as certified copy of receipts of payment of government dues or monthly remittances for the workers' SSS, Philhealth and Pag-IBIG, all of which shall be part of the requirements in processing the payment of semi-monthly billing for this Contract.

IF AT ANY POINT THE CONTRACTOR WILL NOT PROVIDE THE JANITORS/WORKERS WITH PROPER PAYMENT AND REMIT THE MANDATORY DEDUCTIONS TO ITS PROPER AGENCY, THIS CONTRACT SHALL BE TERMINATED FIFTEEN (15) DAYS UPON RECEIPT OF NOTICE OF TERMINATION.

DR. OLYMPIA V. CAPARAS
FUP President
A.7 Shall pay the wages of all the workers on time without waiting for the release of payment from the CLIENT especially during the end of the year wherein the last payment for the year is under Accounts Payable. Item A.6 and A.7 shall be strictly imposed.

A.8 Assume control and supervision of all workers assigned at the CLIENT’s premises.

A.9 Provide immediate replacement of any worker as may be required by the CLIENT.

A.10 Submit its worker to body search by the CLIENT’s security guards as warranted by circumstance.

A.11 Provide prompt, reliable, and courteous service.

A.12 Provide workers with uniform and identification card (to be placed on the left side breast portion of the uniform).

A.13 Require workers to wear shoes (rubber) during work hours.

A.14 Shall put up a Performance Bond in the form of a Government Service and Insurance System (GSIS) Surety Bond equivalent to 30% of the Total Contract Price.

NO EMPLOYER-EMPLOYEE RELATIONSHIP

Any personnel assigned by the CONTRACTOR under this CONTRACT shall be in no case be considered as employee of TUP Taguig, but shall always be considered as employee of CONTRACTOR. The CONTRACTOR warrants that it will comply with its obligations as employer under the Labor Code and other pertinent labor laws, rules and regulations including the payment of legally mandated wages and benefits. TUP shall in no way be responsible for any claim or wages and other employment benefits of the service personnel and for such other liabilities of an employer arising from an employer-employee relationship.

__________________________
DR. OLYMPIO V. CAPARAS
TUP President
AREAS TO BE SERVED

Janitorial Services

Offices, conference rooms, hallways, corridors, lobbies, windows ledges, walls, ceilings, comfort rooms, and public areas within the TUP-Taguig Campus.

Gardening and Landscaping Services

Tending of gardens, lawns, landscape, ornamentals and such other areas within the University property, which may thereafter necessitate development.

SCOPE OF WORK

Daily Routine Operations:

1. Daily sweeping, mopping, spot scrubbing and polishing of all hallways, lobbies and stairways from all buildings and all other spaces occupied by the University.

2. Vacuuming of all carpeted areas.

3. Dusting, dump-wiping and polishing of furniture, counter-sills and other office fixtures, including the emptying and cleansing of ashtrays and waste paper material counter.

4. Cleaning and disinfecting of toilets and washrooms and wiping of wash basins and toilet fixtures.

5. Cleaning and polishing of glass doors/partitions and brass attachments.


7. Washing and drying of cups, saucers, plates, spoons, glasses and other utensils of the offices of the Officers.

8. Daily sweeping/cleaning of the ground in front, at the back and sides of the building including the parking areas.

9. Other related janitorial works that may be assigned from time to time.

DR. OLYMPIO V. CAPARAS
TUP President
Weekly & Monthly General Cleaning Obligations:

1. A thorough washing, scrubbing and stripping of old wax of all floors.
2. Refinishing, washing and polishing of all floors.
3. Cleaning of walls, ceilings and doors.
4. Polishing of all railings, counter, door knobs, glass partitions and light diffuser.
5. Washing and cleaning of light diffusers.
6. Cleaning of all windows and sun baffles.
7. General cleaning of all exterior glasses.
8. General cleaning of whole building including surrounding.

Quarterly and Periodic Operations:

1. Application of wax and polishing of furniture.
2. Cleaning/watering of all ornamental plants and greenery
3. Washing of all light fixtures
4. General cleaning/striping of furniture of rooms
5. Cleaning of mini-blinds
6. Polishing of all metal signs
7. Cleaning of glass windows

Rainy Season:

1. Additional mop heads and rags to be used at the stairways to prevent slippery portion that may cause accidents.
2. Special attention should be given to avoid any untoward incident.
GROUND MAINTENANCE

Daily Activities:

1. Prepare and check every morning if all garden tools and equipment are available and ready for use.
2. Scrutinized all plants which shall be done first to avoid repetition of work.
3. Dispose dry leaves of trees, plants and grass and other shrubs to maintain the cleanliness of the garden and surroundings.
4. Water all the plants evenly by using a sprinkler.
5. Trimming of trees, plants and grass when it reaches beyond growth schedule.
6. Cultivate garden soil.
7. Pulling of weeds.
8. Propagation of plants.
9. Cutting of grass.
11. Edging.

B. OBLIGATIONS OF THE CLIENT

B.1 For and in consideration of the services rendered, pay the CONTRACTOR of the sum of—one hundred eighty six thousand five hundred eighty three pesos and 56/100 (P 186,583.56) per month at P 15,548.63 each for twelve (12) workers. Fifty percent (50%) of which amount shall be payable every 17th of each month, the remaining 50% shall be paid on or before the third (3rd) day of the ensuing month, with corresponding deduction of government-imposed taxes.

B.2 Provide adequate space, free of charge, for the purpose of administrative supervision and as storage room for the CONTRACTOR's equipment, supplies, and materials, listing of which are incorporated in Annex A and B of this CONTRACT.
B.3 The Client shall abide by legislative enactment/mandatory implementation of wage increment should there be any within the contract period, SUBJECT TO AVAILABILITY OF FUNDS.

C. MISCELLANEOUS PROVISIONS

C.1 It must be understood that the Contractor has the obligation to abide by all stipulations in its submitted Technical Proposal and Specifications considered during the procurement process which form as integral part of this Contract.

C.2 Both Parties agree to conduct Monthly Performance Evaluation of workers being furnished using instrument mutually designed and approved by herein Parties or through their duly authorized representatives. Each Party shall have similar copy of the accomplished evaluation.

C.3 Should there be any need to clarify issues/concerns pertinent to this Contract for its effective implementation same must be expressed in writing by either Party duly signed and communicated to the other Party and the same once ratified / concurred by both Parties shall form part of this Contract. Provided, that such clarification shall not be contrary to law or would result to its substantial amendments by giving undue advantage to either Party.

C.4 Should any portion or provision of this Contract be declared invalid, illegal or unenforceable, for any reason whatsoever, the legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

C.5 In case of dispute, the Parties agree to settle them amicably using alternative modes of dispute resolution. If it fails and a Party resort to litigation, the venue of the action or proceeding shall be the proper courts in the City of Taguig to the exclusion of all other venues.

[Signatures]
D. TERMINATION

The University has the right to terminate the services of the Contractor on valid/lawful grounds anytime within the contract period with prior notice to the Contractor, for any of the following grounds: (a) gross violation/s of the provision/s of this Contract; (b) consistent poor performance; (c) violation of labor laws, rules and regulations; and (d) failure to comply timely remittance of legally demandable obligations.

E. EFFECTIVITY

This CONTRACT shall take effect on 1\textsuperscript{st} of January 2013 to 31\textsuperscript{st} of December 2013, subject to the approval of the TUP President and confirmation of the Board Of Regents.

IN WITNESS WHEREOF, the parties hereto caused this instrument to be signed by their authorized representatives at Taguig City this 6\textsuperscript{th} of November 2012.

TECHNOCAL UNIVERSITY OF THE PHILIPPINES - TAGUIG

DR. SELFA J. BRIONES
TUP-T Campus Director

D’ TRIUMPH CLEANERS & ALLIED SERVICES, INC.

MARION E. MORALES-MAALA
President

Signed in the Presence of:

RAQUEL T. RAYMUNDO
Officer-in-Charge, Chief Admin Officer

MYLIN M. LEAL
Admin. & Finance Manager

Funds Available:

JULIET T. NAREZ
Officer-in-Charge, Accounting Office

Approved:

DR. OLYMPIO V. CAPARAS
TUP President
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

MANILA

s.s.

MANILA

Before me, a Notary Public in and for the City of Manila personally appeared:

Name
Dr. Sefia J. Briones
Marion E. Morales-Maala

CTC/Valid Govt. ID
331751082
23673240

Date/Place Issued
May 16, 2012/Parasig City
April 12, 2012/Las Pinas City

both known to me to be the same persons who executed the foregoing Contract of Janitorial and Gardening Services and who acknowledged to me that the same is their free act and deed of the entities they each represent.

This document referred to is a Contract of Janitorial/Maintenance & Gardening Services consisting of 9 pages including this page duly signed by the contracting parties and their instrumental witnesses on each and every page.

SUBSCRIBED AND SWORN to before me this _______ day of _______ 2012 in MANILA.

Doc. No.

Page No.

Book No.

Series of 2012

SIGNED:

CTR. RONALD SEGUNDINO C. CHING
NOTARY PUBLIC CITY OF MANILA

REPUBLIC OF THE PHILIPPINES

Date of Certification:
NOV 08 2012

SIGNED:

DR. OLYMPIO V. CAPARAS
TUP President