



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENT:

This contract made and entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT** an entity of the Republic of the Philippines, with office address at Regional Government Center, Carig Sur, Tuguegarao City, Cagayan herein represented in this contract by **ATTY. EVELYN R. RAMOS**, hereinafter referred to as the "**DOLE Region 2**";

-and-

The **REGION MANPOWER SERVICES**, duly recognized and existing company under and by virtue of the laws of the Philippines, with office address at Diversion Road, Tuguegarao City, Cagayan, represented by its General Manager, **P/CSupt ROMEO S. PAGALILAUAN, Ret., Ph.D.**, herein referred to as the "**SERVICE AGENCY**";

-WITNESSETH THAT-

WHEREAS, the **DOLE Region 2** with office address at Regional Government Center, Carig Sur, Tuguegarao City, Cagayan is in need of a competent and qualified Janitors.

WHEREAS, the **DOLE Region 2** through its Bids and Awards Committee (BAC) posted an Invitation to bid for the Procurement of Janitorial Services of DOLE R02 for 2021;

WHEREAS, on November 17, 2020, Opening of bids was held and Region Manpower Services passed the BAC Evaluation following the guidelines of R.A. 9184;

WHEREAS, under Section 36 of the Revised IRR of RA 9184 allows single calculated/rated and responsive bid submission;

WHEREAS, the **DOLE Region 2** had accepted the bid of the "**SERVICE AGENCY**", for the above-mentioned project in the amount of **FOUR HUNDRED TWENTY NINE THOUSAND THREE HUNDRED EIGHTEEN PESOS ONLY (P 429,318.00)**.

WHEREAS, in consideration of the foregoing premises, the Parties to this Contract hereby agreed on the following terms and conditions:



1. The following documents are hereby incorporated and made integral part of this Contract:
 - a. Purchase Request for Outsourcing of Janitorial Services
 - b. Contractor's Eligibility Documents;
 - c. Request for Price Quotation;
 - d. BAC Resolution Recommending the Award of Contract;
 - e. Notice of Award; and
 - f. Notice to Proceed;

2. In consideration of the contract rate per Janitor per month, the "**SERVICE AGENCY**" shall provide Janitors to **DOLE Region 2** who will render Eight (8) hours shift as follows:
 1. Two (2) shifts (Three Janitors)
1st Shift – 6 - 10 AM
2nd Shift – 2 - 6 PM

The Janitors shall have the following duties and responsibilities:

- Maintain cleanliness and orderliness in the assigned areas of responsibility;
 - Perform as office/administrative aide after cleaning the assigned areas of responsibility; and
 - Other task that maybe assigned by the immediate supervisor.
3. It is expressly understood and agreed upon that there is no employer-employee relationship between the "**SERVICE AGENCY**" and/or its **Janitors** and the **DOLE Region 2** accordingly, the **DOLE Region 2** shall not be liable and/or responsible for any claims by the **Janitors** or his/her heirs by reason of his/her death, injury or otherwise or claim for unpaid wages, benefits and others as provided under the labor code.
 4. It is expressly understood and agreed that the **DOLE Region 2** may at any time request for the immediate replacement of any **Janitors** assigned to the client if found unfit to perform its obligations.
 5. It is expressly understood and agreed that the budget of the contract is subject to the availability of funds.
 6. It is the responsibility of the '**SERVICE AGENCY**' to provide RELIEVER of any **Janitor** who gets absent.
 7. The **DOLE Region 2** agrees to pay the **SERVICE AGENCY**" its billing labor contract rate depending upon the attendance of **Janitors** payable every 15th and end of each calendar month.



Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Regional Office No. 02
Tuguegarao City, Cagayan

8. Either party may terminate this contract at any given time and upon the violation of any of the terms and condition as provided in this contract by serving notice to the other 30 days prior to the intended termination.
9. This Agreement/Contract shall be for a period of Twelve (12) months from January 1, 2021 to December 31, 2021.
10. This Agreement becomes valid and binding on the date of signing of this Contract by the parties involved in the presence of the witnesses.
11. Any modification or amendment to this Contract shall be mutually agreed upon in writing by both parties concerned.

IN WITNESS HEREOF, both parties have hereunto set their hands this _____ day of _____, 2021 at Tuguegarao City Philippines.

**DEPARTMENT OF LABOR AND
EMPLOYMENT**

BY:


ATTY. EVELYN R. RAMOS
Regional Director

Signed in the presence of:


REGINALD B. ESTIOCO
IMSD Chief, DOLE R02

**REGION MANPOWER
SERVICES**

BY:


ROMEO S. PAGALILAUAN
General Manager


CONCEPCION M. PAGADUAN



ACKNOWLEDGEMENT

Republic of the Philippines)
 City of Tuguegarao City, Cagayan s.s.

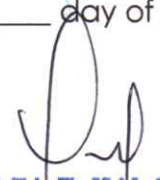
BEFORE ME, a notary public for and the above jurisdiction, personally appeared the following:

NAME	Proof of Identity	DATE/PLACE ISSUED
ATTY. EVELYN R. RAMOS	_____	_____
REGINALD B. ESTIOCO	_____	_____
ROMEO S. PAGALILAUAN	_____	_____

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

This instrument consists of 4 pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this 29 day of JAN 29 2021, 2019,
 at Tuguegarao City, Cagayan, Philippines.


ATTY. LEA T. MALANA-RALANDA
 Notary Public until Dec 31, 2021
 Notarial Commission No. **000014**
NOTARY PUBLIC
 Roll of Atty. No. 20021
 IBP No. 1358-01-01-2021
 PTR No. 2909700-01-04-2021
 MCLE Comp. No. VI-0018770

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