



DOLE COPY

Contract No.: 01-2022

### CONTRACT OF SERVICE

#### KNOW ALL MEN BY THESE PRESENT:

This contract made and entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT REGIONAL OFFICE NO. 2** 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 **REGIONAL DIRECTOR JOEL M. GONZALES**, 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 three (3) Janitors/Utility Workers.

**WHEREAS**, the **DOLE Region 2** through its Bids and Awards Committee (BAC) Request for Price Quotation for the Outsourcing of Janitorial Services;

**WHEREAS**, on December 27, 2021, Opening of bids was held and Region Manpower Services passed the BAC Evaluation following the guidelines of R.A. 9184;

**WHEREAS**, only Region Manpower Services have submitted their quotation, 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 SEVENTY SIX THOUSAND SEVEN HUNDRED FORTY SIX AND 74/100 PESOS ONLY (P476,746.74)**.

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

Revised



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 three (3) Janitors to **DOLE Region 2** who will render one (1) shift, three (3) duties.

The Janitors shall have the following duties and responsibilities:

- Maintain cleanliness and orderliness in the assigned areas of responsibility;
  - Protection of DOLE RO2 properties from damage or destruction in connection with the janitorial activities rendered;
  - Preservation of confidentiality of DOLE RO2 records;
  - Proper collection and disposal of garbage;
  - Miscellaneous services to be performed whenever required (i.e., logistical assistance during meetings and conferences, hauling of office furniture, fixtures and equipment, and other errand works within DOLE RO2 premises)
  - 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 15<sup>th</sup> and end of each calendar month.
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, 2022 to December 31, 2022.
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 JAN 03 2022 day of \_\_\_\_\_, 2022 at Tuguegarao City, Philippines.

**DEPARTMENT OF LABOR AND  
EMPLOYMENT**

BY:

  
**JOEL M. GONZALES**  
Regional Director

**REGION MANPOWER  
SERVICES**

BY:

  
**ROMEO S. PAGALILAUAN**  
General Manager

Signed in the presence of:

  
**REGINALD B. ESTIOCO**  
OIC, IMSD Chief, DOLE R02

  
**JESUS ELPIDIO B. ATAL, JR., MNSA**  
Assistant Regional Director



**ACKNOWLEDGEMENT**

Republic of the Philippines)  
 City of \_\_\_\_\_) s.s.

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

NAME	Proof of Identity	DATE/PLACE ISSUED
<b>JOEL M. GONZALES</b>	_____	_____
<b>ROMEO S. PAGALILAUAN</b>	PASSPORT ID#: <u>P4586056 B</u>	<u>DFA TUG- CITY</u>


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 \_\_\_\_\_ day of JAN 03 2022, 2022, at \_\_\_\_\_, Philippines.

Doc. No. 12  
 Doc. No. 4  
 Book No. 1  
 Series of 2012

**NOTARY PUBLIC**

  
**ATTY. JOSEPH E. TAN**  
 Roll of Attorney's No. 64402-April 28, 2015  
 IBP OR No. 193456, 01/03/2022 - Cagayan  
 PTR No. 3054456, 01/07/2022 - Cagayan  
 Valid Until December 31, 2022  
 MCLE Compliance No. VI-0030904-April 14, 2022



