

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract executed and entered into by and between:

The **DEPARTMENT OF INTERIOR LOCAL GOVERNMENT (DILG) -RXII** duly organized and existing, under and by the virtue of the laws of the **REPUBLIC OF THE PHILIPPINES** with principal address at **Sumpay Building, Pantua Street, Marañon Village, Koronadal City, South Cotabato** and represented in this act by its **Regional Director, MR. REYNALDO M. BUNGUBUNG, CESO IV** herein after referred as the **CLIENT**.

-AND-

HILITE MANPOWER AND GENERAL SERVICES is duly organized and existing and by the virtue of the laws of the **REPUBLIC OF THE PHILIPPINES** and with principal address at **Judge Alba Street, Purok St. Gabriel, Zone 3, Koronadal City, South Cotabato** represented herein by its **Manager, SPO4 GERARDO L. GOLINGAY, RCRIM (RET)** herein referred to as the **AGENCY**.

-WITNESSETH-

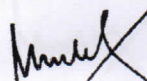
WHEREAS, the **AGENCY** is duly licensed establishment engaged in the business providing janitorial services.

WHEREAS, the **AGENCY** was evaluated and recommended for its very satisfactory qualification;

WHEREAS, based on such satisfactory evaluation of the end user, the services of the said janitorial agency is being hired **February 1, 2017 until December 31, 2017**.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties to this contract do hereby agree as follows:

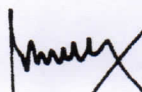
1. That the **AGENCY** shall provide **janitorial services** necessary for the cleaning, sanitation and maintenance of the **DILG's** property and premises located therein at **Marañon Village, Koronadal City, South Cotabato**;
2. That in providing **janitorial services** to the aforesaid office, the **AGENCY** shall assign a total number of **three (3) janitors/gardeners** who are qualified, physically fit, sufficiently equipped and well- trained janitors/gardeners which number increased or reduce when exigency of the service so require upon written request of **DILG RXII** to the janitorial agency for such increase and which shall form an integral part of the contract;
3. The **CLIENT** shall make the right to require **janitors/gardeners** to be assigned to perform additional duties which may be necessary in the conduct of certain rules and regulations which may be observed within the premises covered by this Contract;
4. That the **AGENCY** shall make available qualified relievers/s who with due notice to the agency shall perform the assigned tasks of absent incapacitated or otherwise indisposed personnel to ensure continuous and uninterrupted service;
5. That to ensure efficiency in the performance of the **janitors/gardeners** assigned task and to prevent commission by any of them of any act prejudicial to the interest of the client, the



janitors/gardeners shall be closely and strictly supervised by a supervisor of the **AGENCY** with free of charge through constant checks and inspection of the day;

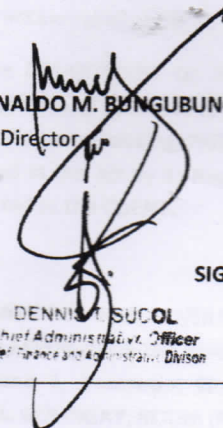
6. That the respective areas of assignment herein specified in the attached proposal may be charged to cover any area with the premises to be determined by the **CLIENT** premises, lawns and gardens.
7. That there shall be no employer-employee relationship between **CLIENT** and the **AGENCY** and the persons who covered by this Contract;
8. That the **AGENCY** hereby acknowledge that no authority is being conferred upon it to hire any person in the behalf of **CLIENT** that the persons whom shall assign to perform the services required under this Contract shall never be considered as employees of the latter and any instruction/directive issued by the **CLIENT** every now and then to the said persons assigned shall be deemed as mere expressions or desire on the part of the **CLIENT** and the **AGENCY** to improve its services;
9. That the **AGENCY** shall assume full responsibility for any and all claims which the **CLIENT** may have against the employees of the Agency by reason of their employment and the same **AGENCY** shall compensate any/all damage that may cause by its **janitors/gardeners** on any properties of the **CLIENT** which are within the areas covered by this Contract;
10. That the **AGENCY** shall be liable for any loss or damage that maybe inflicted upon any of the properties of the **CLIENT** during tour of duty of its personnel expect in cases where such loss or damage is due to force majeure of fortuitous events;
11. That the payment of salary of **janitors/gardeners** assigned to the **CLIENT** shall not depend on the collections of payment by the **AGENCY** from the **CLIENT**;
12. That for the consideration of the services to be rendered by the **AGENCY** the amount of **EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE PESOS ONLY (PHP 8,475.00)** per month, per **janitors/gardeners** rendering **EIGHT (8)** hours services daily duty shall be paid by the **CLIENT** to the **AGENCY** as shown in the attached breakdown;
13. That the **AGENCY** shall render services from Monday to Friday including officially declared no-working holidays, only official legal holidays shall be observed as non-working days.
14. That the attendance logbook of **janitors/gardeners** shall be corrected by the supervisor whom the **AGENCY** shall authorized and to be daily noted by the GSP Head and/or supervisor or the authorized representatives of the **CLIENT** shall be made as the basis of payment by the **CLIENT** to the **AGENCY**;
15. That in case of any increase in daily wages and/or monthly salaries as may be authorized by law, any adjustments in the compensation herein after between the parties;

IN WITNESS WHEREOF, the parties have hereto set their hands 17 FEB 2017 day of
201_ at City of Koronadal South Cotabato.



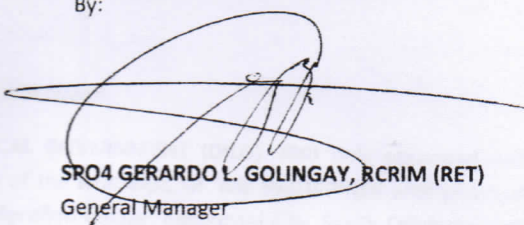
DEPARTMENT OF INTERIOR LOCAL
GOVERNMENT 12

Client
By:

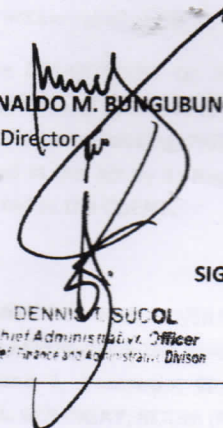

MR. REYNALDO M. BUNGUBUNG, CESO IV
Regional Director

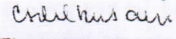
HILITE MANPOWER & GENERAL SERVICES

By:


SPO4 GERARDO L. GOLINGAY, RCRIM (RET)
General Manager

SIGNED IN THE PRESENCE OF


DENNIS SUCOL
Chief Administrative Officer
Crime Prevention and Administration Division


2. EDILBERTO S. DEL ROSARIO
FINANCE MANAGER

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
PROVINCE OF SOUTH COTABATO } S.S
X-----X

Before me, personally appeared MR. REYNALDO M. BUNGUBUNG, exhibiting to me his Residence Certificate No. 05630248 issued on August 4, 2016 at Koronadal City and SPO4 GERARDO L. GOLINGAY, RCRIM (RET) with Residence Certificate no. 05721552 issued on Jan. 20, 2017 At Koronadal City, South Cotabato, known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same are their free will and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 FEB 2017 day of _____, 20__ at City of Koronadal, South Cotabato, Philippines.

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Series of 2017


EDILBERTO S. DEL ROSARIO

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DEPT. OF INTERIOR LOCAL GOVERNMENT 12
CRIME PREVENTION AND ADMINISTRATION DIVISION
CORONADAL CITY, SOUTH COTABATO
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Email: dcr@deped.gov.ph