

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 No. 5 Campos Street, Caritan Centro, Tuguegarao City, Cagayan herein represented in this contract by its Regional Director, **ATTY. SIXTO T. RODRIGUEZ, JR.**, hereinafter referred to as the **"DOLE RO2"**;

-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 RO2"** is in need of competent and qualified manpower as follows:

- Regional Office (Cagayan)
 - Two (2) Skills Registry System (SRS) Coordinators
 - Two (2) Janitors
 - Five (5) Computer Operators
- Isabela Field Office
 - One (1) Skills Registry System Coordinator
- Quirino Field Office
 - One (1) Computer Operator
- Nueva Vizcaya Field Office
 - Two (2) Computer Operators;

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WHEREAS, the **"DOLE RO2"** and the **"SERVICE AGENCY"** agreed on the standard costing of hiring manpower based on existing minimum wage rate per province, social benefits, and provision of the DOLE's Department Order No. 18-A, Series of 2011;

WHEREAS, the total cost project is **Three Hundred Fourteen Thousand Five Hundred Twenty Six Pesos and 75/100 (P314,526.75)** with detailed computation presented as follows:

PARTICULARS	DOLE RO2 (Cagayan)	DOLE-IFO (Isabela)	DOLE-QFO (Quirino)	DOLE-NVFO (N. Vizcaya)
A. Amount Direct to the Worker				
1. Daily Wage Rate	P252.00	P255.00	P247.00	P248.00
2. Average Monthly Pay (#1 x 261 days/12)	5,481.00	5,546.25	5,372.25	5,394.00

PARTICULARS	DOLE RO2 (Cagayan)	DOLE-IFO (Isabela)	DOLE-QFO (Quirino)	DOLE-NVFO (N. Vizcaya)
3. Five Days Incentive Leave (#1 x 5/12)	105.00	106.25	102.92	103.33
4. 13 th Month Pay (#2/12)	456.75	462.19	447.69	499.50
Total	6,042.75	6,114.69	5,922.86	5,996.83
Worker's Share (Social Protection/ Benefits)				
SSS	183.30	183.30	183.30	183.30
PhilHealth	87.50	87.50	87.50	87.50
Pag-Ibig	100.00	100.00	100.00	100.00
Net Pay Due for the Worker	5,671.95	5,743.89	5,552.06	5,576.03
B. Social Protection/Benefits ("Service Agency" Share)				
SSS	388.70	388.70	388.70	388.70
PhilHealth	87.50	87.50	87.50	87.50
Pag-Ibig	100.00	100.00	100.00	100.00
State Insurance Fund	10.00	10.00	10.00	10.00
Total	586.20	586.20	586.20	586.20
C. Amount Due to Worker + B. Social Protection/Benefits	6,628.95	6,700.89	6,509.06	6,533.03
D. VAT (12%)	795.47	804.11	781.09	783.96
E. Administrative Cost	662.88	670.05	650.85	653.26
F. Contract Rate Per Month Per Worker	₱ 8,087.30	₱ 8,175.05	₱ 7,941.00	₱ 7,970.25
G. Total Contract Rate Per Month		₱ 104,842.25		
H. Total Contract Amount (3 Months)		₱ 314,526.75		

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

1. In consideration of the contract rate per worker per month, the "SERVICE AGENCY" agreed to provide manpower to "DOLE RO2" and will render the following services:
 - a. SRS Coordinators
 - Ensure 100% implementation of the SRS in their areas of Jurisdiction through proper and constant coordination with concerned PESOs;
 - Provide technical assistance to the concerned PESOs of the SRS Project;
 - Guarantee the liveness of the skills registry thru regular reporting on the status of employment of enrolled skills registrants, as indicated in the SRS Field Operations Manual (FOM);
 - Assist the DOLE Regional/Field/Provincial Office in the conduct of advocacy and capacity building activities for the SRS Project and the Enhanced PhilJobnet System;
 - Ensure that the solicited job vacancies/establishments of the concerned PESOs are registered with the PhilJobnet System; and
 - Other task relative to the effective implementation of the SRS Project as may be directed.

- b. Janitors
 - 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.
 - c. Computer Operators
 - Encode data/reports/communications;
 - Perform as office aide/administrative aide; and
 - Other task that maybe assigned by the immediate supervisor.
2. It is expressly understood and agreed upon that there is no employer-employee relationship between the "SERVICE AGENCY" and/or its workers and the "DOLE RO2" accordingly, the "DOLE RO2" shall not be liable and/or responsible for any claims by the workers 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.
 3. It is expressly understood and agreed that the "DOLE RO2" may at any time request for the immediate replacement of any workers assigned to the client if found unfit to perform its obligations.
 4. It is the responsibility of the "SERVICE AGENCY" to provide RELIEVER of any worker who gets absent.
 5. The "DOLE RO2" agrees to pay the "SERVICE AGENCY" its billing labor contract rate depending upon the attendance of workers payable every 15th and end of each calendar month.
 6. 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.
 7. This Agreement/Contract shall be for the period of July 1, 2013 to September 30, 2013.
 8. This Agreement becomes valid and binding on the date of signing of this Contract by the parties involved in the presence of the witnesses. 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 _____, 2013 at Tuguegarao City, Cagayan, Philippines.

**DEPARTMENT OF LABOR AND
EMPLOYMENT**

**REGION MANPOWER
SERVICES**

BY: 

BY: 

ATTY. SIXTO T. RODRIGUEZ, JR.
Regional Director

ROMEO S. PAGATILAUAN
General Manager

Signed in the presence of:

ACKNOWLEDGEMENT

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

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

NAME	COM.TAX. CERT. NO.	DATE/PLACE ISSUED
ATTY. SIXTO T. RODRIGUEZ, JR.	_____	_____
ROMEO S. PAGAILAUAN	<u>05436453</u>	<u>01-08-13/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 5 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 5th day of August, 2013, at Tuguegarao City, Philippines.

ATTY. JOSE MARIO M. MACARANG
NOTARY PUBLIC
 UNTIL DECEMBER 31, 2013
 PTR NO. 1183297

Doc. No. 9132
 Doc. No 27
 Book No. 114
 Series of 2014