

## CONTRACT OF SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** executed and entered into by and between:

The **AGRICULTURAL CREDIT POLICY COUNCIL (ACPC)**, an attached agency of the Department of Agriculture created by Executive Order No. 113 dated December 24, 1986 with office address at 28th Floor One San Miguel Avenue Building, San Miguel Avenue corner Shaw Boulevard, Ortigas Center, Pasig City, Metro Manila, represented by its Executive Director, **JOVITA M. CORPUZ**, hereinafter referred to as the "**CLIENT**".

- and -

**CANCU ENTERPRISE AND GENERAL SERVICES, INC.** a corporation organized and existing under the laws of the Philippines, with business address at **G/F CANCU Bldg., # 857-C Nueve de Pebrero St., Barangay Mauway, Mandaluyong City**, represented in this act by its Director, **MS. ANA MARIA C. NAVAS**, hereinafter referred to as the "**SERVICE AGENCY**".

### WITNESSETH:

**WHEREAS**, the **SERVICE AGENCY** is duly licensed to engage, as it is engaged, in the business of providing **JANITORIAL SERVICES** (specific service to be performed) and related manpower services to individuals, corporations, partnerships and other entities requiring such services and is duly registered with appropriate government agencies as a corporation engaged in a business undertaking;

**WHEREAS**, the **SERVICE AGENCY** has and maintains substantial capital, equipment and materials, as well as the manpower with the skills and expertise, necessary in the conduct of its business;

**WHEREAS**, the **CLIENT** is in need of a competent janitorial service agency for the period starting **January 1, 2015 to December 31, 2015**, to undertake the cleaning and sanitation maintenance of its office space occupying the whole 28<sup>th</sup> Floor and Unit 3007 at the 30<sup>th</sup> Floor, all located at **OSMA Bldg., cor. San Miguel Avenue, Ortigas, Pasig City**;

**WHEREAS**, the **CLIENT**, in compliance with Government Procurement Guidelines posted in the Philippine Government E-Procurement System website inviting eligible service agencies to bid for the provision of janitorial and cleaning services for the ACPC Office;

**WHEREAS**, the **SERVICE AGENCY**, won the bidding by offering the lowest possible bid for the provision of the required services;

**WHEREAS**, the **SERVICE AGENCY** has offered to provide the **CLIENT** with needed **JANITORIAL SERVICES** (hereinafter referred to as the "Contracted Services") and the **CLIENT** has agreed to engage the services offered by the **SERVICE AGENCY** upon the terms and conditions herein set forth;

**NOW THEREFORE**, for and in consideration of the foregoing premises the parties agree as follows:

ANNA

NAVAS

NAVAS

## ARTICLE I

### DESCRIPTION OF AGREEMENT

This Agreement refers to the provision of janitorial and cleaning services for the ACPC Office composed of the following areas:

- A. The whole of the 28<sup>th</sup> Floor of OSMA Bldg.; and,
- B. Unit 3007 of the 30<sup>th</sup> Floor with entry point appropriately labeled "ACPC".

The Agreement defines the scope of work of the **SERVICE AGENCY** and the manner of payment of services by the **CLIENT** to the **SERVICE AGENCY**.

## ARTICLE II

### TERM OF THE AGREEMENT

Unless terminated or otherwise extended in accordance with the provisions hereof, this Contract shall be in effect from January 1, 2015 up to December 31, 2015. If terminated earlier for reasons in compliance with the provisions hereof, ACPC shall give the **SERVICE AGENCY** fifteen (15) days written notice of such termination.

## ARTICLE III

### RIGHTS OF THE PARTIES

#### A. SERVICE AGENCY

1. In discharging its obligation under this Contract, the **SERVICE AGENCY** shall have the sole right and prerogative to decide on the manner and method of performing the Contracted Services. Thus, the **SERVICE AGENCY** shall be free to use such lawful means and have the freedom to organized its time and activities and that of its employee as it may deem most suitable to render the Contracted Services
2. That any person that the **SERVICE AGENCY** may hire or engage in this connection shall not be considered an employee or agent of the ACPC.
3. The **SERVICE AGENCY** shall have exclusive control and supervision over its employees and personnel in the performance of the Contracted Services and shall have the sole right to determine the terms and conditions of their hiring and/or employment. Being the employer, it shall have the exclusive responsibility of complying with all the laws, rules and regulations including but not limited to those pertaining to labor and employment as regards the person/s it engages in connection with this Contract.
4. The **SERVICE AGENCY** is neither an agent, a joint venture, nor a partner of the **CLIENT** with regard to its functions as an independent contractor and the **SERVICE AGENCY's** employees are not employees nor agents or partners of the **CLIENT**. In this connection, the **CLIENT** likewise confirms that under no circumstances whatsoever shall have the execution of this contract and the performance of its obligations herein including the Contracted Services be construed as consulting an employer-employee relationship between the **CLIENT** and the **SERVICE AGENCY** and between the **CLIENT** and the **SERVICE AGENCY's** employees.

## B. THE CLIENT

1. There exists no employer-employee relationship between the ACPC and the Service Agency nor the ACPC and the SERVICE AGENCY's assigned personnel; and,
2. ACPC through its General Services Division has the right to supervise or reassign the SERVICE AGENCY's assigned personnel as may be deemed Appropriate to enhance the effectiveness of the work of the SERVICE AGENCY'S personnel.

## IV. OBLIGATIONS OF THE PARTIES

### A. SERVICE AGENCY'S OBLIGATIONS

1. Hereby undertake and agreed adequate and satisfactory janitorial and sanitation maintenance to the **CLIENT**.
2. Provide the **CLIENT** with properly trained and thoroughly screened service crew, with uniform and identification cards to be worn at all times while performing the services.
3. Assign **three (3) janitors** to the **CLIENT** performing eight (8) hours a day on six (6) days per week work schedule at the rate of **EIGHTEEN THOUSAND TWO HUNDRED FORTY FIVE PESOS AND 31/100 (Php18,245.31)** per month for each personnel excluding holidays and overtime payable by the **CLIENT** to the **SERVICE AGENCY** on or before the 20<sup>th</sup> day of each month for the services rendered during the 1<sup>st</sup> half of the month and before the 5<sup>th</sup> of the succeeding month for the services rendered during the 2<sup>nd</sup> half of the month.
4. Provide the **CLIENT** with relievers for janitors taking their day-off one day per week and replacements at all times in case of absence and may request for the replacements of any janitorial personnel assigned in the premises who do not conform with accepted policies, rules and regulations.
5. Provide the **CLIENT** with adequate supply of janitorial equipment and cleaning supplies and materials necessary for the effective performance of the services;
6. The **SERVICE AGENCY** shall be held liable and shall fully indemnify the **CLIENT** for any loss, injuries or damages to persons or properties caused by the dishonestly, negligence and or omission of the service crew of the **SERVICE AGENCY**;
7. Fully and faithfully comply with the provisions of the New Labor Code, as well as with other laws, rules and regulations pertaining to the employment of labor which are now existing or which may hereafter be promulgated or enacted, as well as to assists, defend and hold the **CLIENT** free and harmless from any claim/s which the **SERVICE AGENCY'S** personnel may lodge against the **CLIENT**.
8. It is understood that the assigned janitor/janitress shall be under the direct employ, control and supervision of the **SERVICE AGENCY**. The **CLIENT** however, shall at all times, have the right to inspect the work of the **SERVICE AGENCY'S** personnel at its premises. If in the judgment of the **CLIENT** a particular employee of the **SERVICE AGENCY** assigned at the premises is undesirable, the **CLIENT** shall have the right to require the **SERVICE AGENCY** is hereby obliged to replace any janitor/janitress requested to be relieved within twenty four (24) hours from notice.

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9. For the mutual protection of both parties, the **SERVICE AGENCY** shall submit its janitor/janitress to a thorough search by the **CLIENT'S** security guards/representatives whenever they report for duty and when they checked-out.
10. The **SERVICE AGENCY** shall hold **CLIENT** free and harmless from any and all claims and damages, injuries of liabilities arising out of, in connection with or incidental to the performance of the **SERVICE AGENCY's** job.

#### B. **CLIENT's OBLIGATIONS**

1. In the event that the minimum wage is increased by law or decree and/or in case any law or decree is promulgated providing for increase in fringe benefits, the contract price shall, upon approval of the **CLIENT**, be equitably adjusted according to said law and upon mutual written agreement of both parties.
2. The **CLIENT** shall provide, for the use of the **SERVICE AGENCY**, sufficient room for safekeeping of materials, supplies and equipment.
3. The **CLIENT** shall allow the **SERVICE AGENCY** to hold a monthly assessment/development meeting among the janitor or/in its premises, provided that such meetings done outside the time of duty of the janitors and in coordination with the Admin Office.
4. The parties hereto agree that any and all actions arising from this contract shall be filed in Mandaluyong City.
5. That this contract shall be binding upon the executors, administrators, successors and assignees of the parties hereto.
6. Breach of any stipulation in this agreement or unsatisfactory services on the part of the **SERVICE AGENCY** and such other valid cause/s as may be determined by the **CLIENT** shall give the **CLIENT** the absolute right to terminate this contract prior to its expiration, provided that thirty (30) days written notice be given to the **SERVICE AGENCY** prior to termination.
7. **CLIENT** shall with concurrence of the **SERVICE AGENCY**, screen and determine the number of janitors to be assigned to perform the services called for. **CLIENT**, may likewise, with the concurrence of the **SERVICE AGENCY**, for valid reasons decrease or increase the number of janitors assigned to render services and/or request for the relief of replacement of the janitors assigned.
8. The **SERVICE AGENCY** shall bill the **CLIENT** every 15<sup>th</sup> and end of the month and payment therefore shall be made five (5) days after presentation and receipt of the bill by **CLIENT**.
9. The client agrees that CANCU personnel assigned to it or submitted for testing shall not be employed directly, otherwise a recruitment fee equivalent to one (1) month's salary shall be paid to CANCU immediately.

IN WITNESS WHEREOF, the parties have signed this instrument in Mandaluyong City this \_\_\_\_\_ day of \_\_\_\_\_.

CANCU ENTERPRISES AND  
GENERAL SERVICES, INC.

By:

*Amharz*  
ANA MARIE C. NAVAS  
Director

AGRICULTURAL CREDIT  
POLICY COUNCIL

By:

*Jovita M. Corpuz*  
JOVITA M. CORPUZ  
Executive Director

SIGNED IN THE PRESENCE OF:

*Dolores M. Millena*  
Dolores M. Millena

*Eulys T. Aguirre*

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
MANILA) S.S.

BEFORE ME, personally came and appeared the following:

JOVITA M. CORPUZ  
CTC No. 07793701  
Issued on January 14, 2014  
Issued at Quezon City

*Amharz*  
ANA MARIE C. NAVAS  
CTC No. CTC No. 22760522  
Issued on Jan. 13, 2014  
Issued at Mand. City

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is of their free will and voluntary act and deed and of their respective entity herein represented.

WITNESS MY HAND AND SEAL this JAN 05 2015 day of JAN 05 2015  
20 at MANILA

52  
Doc. No. 6  
Page No. 1  
Book No. 1  
Series of 20 22760522

NOTARY PUBLIC

*Ronald Segundino C. Ching*  
ATTY. RONALD SEGUNDINO C. CHING  
NOTARY PUBLIC-MANILA  
ROLL NO. 50999  
IBP NO. 949508/12-15-14  
PTR NO. 3837960/01-05-15  
Valid until DEC 31, 2016