


**CONTRACT AGREEMENT FOR THE PROCUREMENT OF
JANITORIAL/UTILITY SERVICES (PB21-1225) WITH
REFERENCE NO.82666344**


WITNESS


RODOLFO OZARAGA TUAL
Proprietor
PRAC MANPOWER AND GENERAL SERVICES


ADELINA A/URSAIZ
Chief Admin Officer
WITNESS


MARY JOCELYN V. BATTUNG, PhD
President
JH CERILLES STATE COLLEGE

THIS AGREEMENT made this 12th day of April 2022 between **JH CERILLES STATE COLLEGE** of the Philippines (hereinafter called "the Entity") of the one part and **PRAC MANPOWER AND GENERAL SERVICES** of Purok Malagkit, Tiguma, Pagadian City, Zamboanga del Sur (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., **PROCUREMENT OF JANITORIAL/UTILITY SERVICES with Reference No. 82666344** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **FOUR HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED EIGHTEEN PESOS AND 72/100 ONLY (PHP447,118.72)**, covering **eight (8) months period from May 1, 2022 to December 31, 2022**, hereinafter called the **"Contract Price"** for items herein attached as Annex A;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Technical Specifications;
 - (b) the Performance Security; and
 - (c) the Entity's signed Notice of Award.

The **PRAC MANPOWER & GENERAL SERVICES** shall provide four (4) uniformed and trained janitor whose additional duties and assignments on top of their general orders to maintain sanitation and hygiene are to be determined by the Entity's.


The general order for the janitor shall be to maintain the aesthetics, sanitation, cleanliness, and hygiene at the Entity's premises and immediate vicinities.

The lone janitor shall render eight (8) hours duty service from Mondays to Fridays and perform other tasks as instructed and directed by the Entity's.

It is expressly understood and agreed for all legal intents and purposes, that the janitor of the **PRAC MANPOWER & GENERAL SERVICES** employed under this Contract shall not be considered employee of the Entity and as such, the Entity shall not be liable for the salaries, wages and other compensation and remuneration provided under the New Labor Code, Social Security Law, Medicare Act and such other Social Laws, decrees or legislations.


WITNESS


RODOLFO OZARAGA TUAL
Proprietor
PRAC MANPOWER AND GENERAL SERVICES


ADELINA A. URSAIZ
Chief Admin Officer
WITNESS


MARY JOCELYN V. BATTUNG, PhD
President
JH CERILLES STATE COLLEGE

The **PRAC MANPOWER & GENERAL SERVICES** assumes full responsibility for the faithful and honest performance by the janitor of his duties and responsibilities pursuant to the provisions of this Contract.

The **PRAC MANPOWER & GENERAL SERVICES** shall ensure and guarantee that its janitor shall familiarize themselves with the Entity's officers and personnel and at all times accord them the highest respect and courtesy.

The **PRAC MANPOWER & GENERAL SERVICES** shall orient and train its lone janitor on janitorial matters and performance of correct janitorial functions at the Entity's premises. The janitor must be in proper uniform while on duty.

The **PRAC MANPOWER & GENERAL SERVICES** hereby guarantees that the salaries of the janitor detailed with Entity shall be paid on time.

The **PRAC MANPOWER & GENERAL SERVICES** janitor shall be under the supervision and control of the Entity with respect to deployment, works shifts and execution of housekeeping plans.

The Entity shall have access to records of payment of salaries and/or additional right over the payroll of the **PRAC MANPOWER & GENERAL SERVICES**.

Payroll records or pay slips which bear the names and signature of all **PRAC MANPOWER & GENERAL SERVICES** employee; the corresponding wages/salaries received by each along with the breakdown of all mandatory government deductions (SSS, Pag-ibig, Philhealth, ECC, taxes, etc.)

Proof of remittances of all mandatory monthly employer's share and employee's contribution to the Social Security Service (SSS), Employee's Compensation Commission (ECC), Philippine Health Insurance System (Philhealth), and Home Development Mutual Fund (Pag-ibig)

Proof of payment of other employee benefits, such as but not limited to 13th month pay and retirement benefits.

PRAC MANPOWER & GENERAL SERVICES shall require each security personnel to follow the implementation of the covid-19 health protocols provided by IATF.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

JH CERILLES STATE COLLEGE

PRAC MANPOWER AND GENERAL SERVICES

FIRST PARTY By:

MARY JOCELYN V. BATTUNG, PhD
President

SECOND PARTY By:

RODOLFO OZARAGA TUAL
Proprietor

Signed in the presence of:





REPUBLIC OF THE PHILIPPINES)) S.S

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the
appeared MARY JOCELYN V. BATTUNG, PhD, President, representing JH CERILLES STATE COLLEGE, Mati, San Miguel, Zamboanga del Sur with CTC No. 28633645 issued on January 6, 2022 at Pagadian City, and RODOLFO OZARAGA TUAL Authorized Representative, representing PRAC MANPOWER AND GENERAL SERVICES with CTC No. issued on
known to me to be the same person who
executed the foregoing POCUREMENT OF JANITORIAL/UTILITY SERVICES (PB21-1225) with Reference No. 8266344 and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consists of three (3) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal
this ___ day of ___

Doc No.
Page No.
Book No.
Series of 2022
ATTY. REINERIO B. RAMAS
Notary Public
Until December 31, 2022
Roll of Attorney No. 28316
P.O.R. No. 110132 01/02/22
P.R.O.R.No. 3591503; 01/03/22
Pagadian City

WITNESS

Proprietor
RODOLFO OZARAGA TUAL
PRAC MANPOWER AND GENERAL SERVICES

Chief Admin Officer
ADELINA A. URSAIZ
WITNESS

President
MARY JOCELYN V. BATTUNG, PhD
JH CERILLES STATE COLLEGE