



Civil Service Commission Regional Office VI

NOTICE OF AWARD

January 3, 2022

ENGR. VICTOR P. SUNIO

Manager

TEKTON ENTRE-WORKERS COOPERATIVE-ILOILO

D2 Sunio Bldg., Hilado Street

San Vicente Subd. Poblacion

5003 Leganes, Iloilo

Dear **Engineer Sunio**:

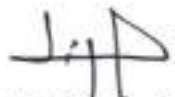
We are happy to notify you that the **Provision of Manpower Services (Driver & Janitor) for CSC Regional Office VI for CY 2022** is hereby awarded to you as the Bidder with the Lowest Calculated and Responsive Quotation in the amount of **Four Hundred Ninety Nine Thousand Eight Hundred Sixty Seven Pesos and 20/100 (Php499,867.20)**.

You are therefore required, within one (1) day from receipt of this Notice of Award, to formally enter into contract with us. Failure to enter into the said contract shall constitute a sufficient ground for cancellation of this award.

Very truly yours,


NELSON G. SARMIENTO
Director IV

Conforme:


VICTOR P. SUNIO

Signature over Printed Name of Bidder/ Representative

TEKTON ENTRE-WORKERS COOPERATIVE ILOILO

Name of Bidder

JAN. 03, 2022

Date

Bawat Kawani, Lingkod Bayani

CONTRACT AGREEMENT FOR MANPOWER SERVICES

KNOW ALL MEN BY THESE PRESENTS:

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

CIVIL SERVICE COMMISSION REGIONAL OFFICE VI, a Government Institution, duly organized and existing under the laws of the Republic of the Philippines, with postal address at No. 7, Oñate Street, Mandurriao, Iloilo City, represented in this act by its Regional Director, **NELSON G. SARMIENTO**, duly authorized for the purpose, hereinafter referred to as the "**ENTITY**", for brevity;

-and-

TEKTON ENTRE-WORKERS COOPERATIVE-ILOILO, a domestic corporation organized and existing under the laws of the Philippines, duly licensed as a business enterprise with office address at D2 Sunio Bldg., Hilado Street, San Vicente Subd. Poblacion, Leganes, Iloilo, represented in this act by its Manager, **ENGR. VICTOR P. SUNIO**, hereinafter referred to as the "**AGENCY**", for brevity.

WITNESSETH:

WHEREAS, the **ENTITY** needs the services of a janitor and, licensed and qualified driver who can also provide carpentry, messengerial and other general services for a period of twelve months for its office situated at Mandurriao, Iloilo City;

WHEREAS, the **ENTITY** has certified that funds have been duly appropriated for the purpose of this Contract and that the amount necessary to cover the contract for the current fiscal year is available for expenditure;

WHEREAS, a canvass was made for manpower services as required by Republic Act No. 9184 and its Implementing Rules and Regulations;

WHEREAS, the **AGENCY** was determined/declared eligible with the Lowest Calculated Responsive Price Quotation of **THIRTEEN THOUSAND SIXTY ONE PESOS AND 60/100 (PhP13,061.60.00)** per month for janitor and **FIFTEEN THOUSAND FIVE HUNDRED THIRTY TWO PESOS AND 40/100 (PhP15,532.40)** per month for driver, respectively;

WHEREAS, the **ENTITY** Bids and Awards Committee, after careful evaluation of the offer, recommend the award of the abovementioned services to the **AGENCY**;

WHEREAS, the **AGENCY** is ready and willing to provide the **ENTITY** job Contracting services in the previously mentioned address for a period of **TWELVE (12) MONTHS** or until a new contract will be executed per GPPB Resolution No. 23-2007 dated September 28, 2007 "Approving and Adopting the Revised Guidelines on the Extension of Contracts for General Support Services" subject to the agreement of both parties;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations, the parties hereto agree as follows:

ARTICLE I

OBJECTIVE OF THE CONTRACT

This is a Contract for Manpower Services whereby the **AGENCY** shall provide the **ENTITY** with the needed manpower services.

ARTICLE II

SCOPE OF WORK

The **AGENCY** shall faithfully and efficiently perform all the duties relevant to the contract for manpower services which shall include supervising and monitoring the performance of its employee assigned to the **ENTITY**, to wit:

A. DRIVING SERVICES

1. Cleans and checks water, lubricants, fuel, lights, machines, etc. of vehicles before and after every use.
2. Prepares Trip Tickets and Purchase Requests for fuel.
3. Maintains logbook of travels.
4. Provides vehicle support for the entity, its officers and personnel.
5. Submits Job Orders for repair/maintenance of vehicles.
6. In case of vehicular accident, secure police blotter and other documents to support insurance claims.
7. Submits liquidation documents.
8. Conducts inventory of tools.
9. Cleans exterior and interior of vehicles.
10. Submits monthly summary of travels per vehicle.

B. JANITORIAL SERVICES

1. Washing of inside of windows and doors, frames and screen;
2. Cleaning and polishing of office furniture and fixtures and counter excluding items or equipment that require specialized maintenance, furniture such as davenport and chairs showing signs of spill due to any caused shall be washed and cleaned;
3. Washing, scrubbing and polishing floors;
4. Application of special sanitizing and waxing solution to hallways, lobbies and offices;
5. Dusting and/or damp wiping of glass tops, glass doors, counters and furniture;
6. Dusting of inside windows, window ledges. Air-vents, stair railing and other horizontal and vertical surfaces;
7. Cleaning of glass walls and glass partitions;
8. Cleaning of trash receptacles;
9. Assist on transferring of tables, chairs, cabinets and counter, etc. upon instruction by authorized officer of the Office;
10. Daily collection of garbage and waste materials to be disposed of;
11. Frequent spraying of air fresheners in work areas and other designated places;
12. Washing and cleaning of all windows and glasses either by hands or with the use of glass wiper;
13. Cleaning of all light diffusers;
14. Thorough general cleaning of all areas; and
15. Other services within the building which may be assigned by the management from time to time within the scope of janitorial services.

C. MISCELLANEOUS SERVICES

1. To provide extra manpower or extension of authorized tour of duty on Christmas and other special occasions and in case of emergencies or natural calamities necessitating relief operations, a team of trained personnel within the authorized work force shall be provided to undertake such job receipt of five (5) days advanced notice;
2. Provide minor carpentry, electrical and plumbing services; and
3. Messengerial services.

ARTICLE III

OBLIGATIONS OF THE AGENCY

A. EQUIPMENT AND UNIFORM

The **AGENCY** shall provide complete uniform with proper identification card to the employee assigned to the **ENTITY** and shall also provide standard carpentry tools needed for maintenance services such as but not limited to the following: hammer, saw and tape ruler.

B. RESPONSIBILITIES

It is the responsibility of the **AGENCY** to provide the **ENTITY** of the following:

1. A qualified employee to perform the assigned tasks;
2. Reliever in case the assigned employee is absent;
3. Ensure that the employee assigned in the area shall follow house rules and regulations;
4. Discipline, supervise and control the employee pursuant to the **ENTITY's** rules and regulations;
5. Replacement of the employee assigned at the office if found to be undesirable or with unsatisfactory performance;
6. Monthly meeting of agency with the employee, and regular check-up/supervision at the place of assignment;
7. Regular debriefing of employee assigned at the office; and
8. Submission of duly signed Monthly Accomplishment Report to be attached to the Disbursement Voucher.

C. QUALITY ASSURANCE AND CONTROL

The **AGENCY** shall conduct regular onsite inspection and evaluation of the services performed by the assigned employees to the **ENTITY** to ensure and keep the quality of work with highest standard requirement.

D. HUMAN RESOURCE DEVELOPMENT

The **AGENCY** shall provide free semi-annual Skills Development Seminar to the employee assigned to the **ENTITY** to enhance and improve the driving skills, ability to maintain equipment. Also, the **AGENCY** shall require the employee assigned to the **ENTITY** to wear the proper uniform to appear neat and clean in the work place. Wearing of ID should always be observed at all times for proper identification and security purposes.

ARTICLE IV

DURATION OF THE CONTRACT

This Contract shall commence on January 3, 2022 to December 31, 2022. Failure of the **AGENCY** to perform the service as required herein, to the **ENTITY's** satisfaction, or any violation of the terms and conditions of this Contract, shall entitle the **ENTITY** the right to terminate this Contract.

ARTICLE V

ASSIGNMENT OF PERSONNEL

In the performance of the work mentioned, the **AGENCY** shall provide one (1) driver and two (2) janitors who will report for work daily as may be directed by the **ENTITY** except Saturdays, Sundays and Holidays, or as needed with approved Request for Overtime.

Provided, however, that the work schedule of the assigned employee will be with the **ENTITY's** conformity and knowledge.

ARTICLE VI

CONSIDERATION

1. For and inconsideration of the service to be rendered by the **AGENCY** under this Contract, the **ENTITY** hereby agrees to pay the **AGENCY** the agreed amount of **FIVE HUNDRED NINETY THREE PESOS AND 71/100 (PhP593.71)** per day for janitor and **SEVEN HUNDRED SIX PESOS AND 02/100 (PhP706.02)** per day for driver, respectively, for the period starting January 3, 2022 to December 31, 2022 or until it is rescinded/extended per GPPB Res. 23-2007 dated September 28, 2007 with the following cost distribution:

Contract Duration : 12 months (January to December 2022)
No. of Janitor : Two (2)
No. of Driver : One (1)

PARTICULARS POSITIONS	EQUIVALENT AMOUNT	
	JANITOR	DRIVER
DAILY PREMIUM WAGE	420.00	500.00
RATE PER ANNUM	110,880.00	132,000.00
MONTHLY RATE	9,240.00	11,000.00
I. Direct Labor (Mandatory)		
Basic Wage Rate/Month	9,240.00	11,000.00
13 th Month Pay	770.00	916.67
Incentive Leave Pay (5 Days)	175.00	208.33
Direct Labor Cost	10,185.00	12,125.00
II. Indirect Labor (Mandatory)		
SSS	765.00	935.00
PhilHealth	200.00	220.00
EC	10.00	10.00
HDMF/Pag-Ibig	100.00	100.00
Other Labor Cost	1,075.00	1,265.00
Total Amount to Janitor, Driver and Government	11,260.00	13,390.00

III. Administrative Overhead	1,801.60	2,142.40
IV. Value-Added Tax / EVAT (EXEMPTED)	-	-
V. TOTAL Contract Rate / Janitor /Driver/ Month	13,061.60	15,532.40
VI. TOTAL BID PRICE	313,478.40	186,388.80
VII. TOTAL BID PRICE FOR JANITORS & DRIVER FOR 12 MONTHS		499,867.20

Such rate, however, is subject to adjustments in case of future government mandated wage increase and other charges upon written request by the **AGENCY** and approved by the **ENTITY**;

Provided, however, that tardiness, under time, half-days and absences incurred by the employee shall be deducted accordingly of the **ENTITY** from the monthly billing of the **AGENCY**.

2. For services rendered over and above the eight (8) hour daily regular working time the **AGENCY** shall charge overtime, night differential and holiday pay as the case may be in accordance with existing labor rules and regulations of the Republic of the Philippines. Travelling expenses shall be compensated for travels done outside the city beyond 50kms. Provided that the services covered herein are duly approved by the Regional Director of the **ENTITY**.

ARTICLE VII

MANNER OF PAYMENT/BILLING

1. The **ENTITY** shall pay the **AGENCY** the consideration equivalent to **FIVE HUNDRED NINETY THREE PESOS AND 71/100 (PhP593.71)** per day for janitor and **SEVEN HUNDRED SIX PESOS AND 02/100 (PhP706.02)** per day for driver, respectively, for actual services rendered subject to the provisions Article VI (1) hereof within thirty (30) days from receipt of the bill/statement of account which is due on the fifth day of the succeeding month;
2. The **AGENCY** shall be solely responsible for the payment of the employee's monthly wages, which shall be paid every 15th and end of the month;
3. In billing the **ENTITY**, it is agreed that the **AGENCY** shall submit together with the monthly invoice, a copy of remittances to PAG-IBIG, SSS, and PHILHEALTH of the preceding month and DTR with complete supporting documents.

ARTICLE VIII

TERMINATION OF THE CONTRACT

This Contract may be terminated due to any of the following grounds:

1. Violation by either party of any of the foregoing terms and conditions, at which instance, the other party may terminate this Contract;

2. The party desiring termination of this Contract shall give at least thirty (30) days prior written notice to the other party. Termination shall be effected immediately after the parties have agreed on the settlement of any obligations one may have with the other. However, in case of violation of any terms and conditions herein set forth, the termination is without prejudice to the liability of either party for damages under this Contract. Provided, that failure on the part of either party to enforce any of the provisions of this contract shall not be considered as a waiver of its right.

ARTICLE IX

VENUE OF COURT CASES

1. All actions and controversies that may arise from this Contract involving but not limited to, demands for specific performance of the obligations as specified in this Contract and enforcement of the terms and conditions as well as the interpretation of any provisions or clause herein stipulated may be brought by either party before the proper court in Iloilo City, the **Parties** hereby expressly waive any other venue;
2. Failure of the **ENTITY** to pay the **AGENCY** for the services rendered for the duration of the contract without valid reason, shall be sufficient cause for the **AGENCY** to terminate its services immediately, provided, the **AGENCY** will give the **ENTITY** thirty (30) days prior notice of the termination. If legal action is instituted to collect payment from the **ENTITY**, and additional ten (10) percent of the unpaid account claimed shall be due and demandable as Attorney's fees by the **AGENCY**.

ARTICLE X

MISCELLANEOUS PROVISIONS

1. The **AGENCY** shall assign an employee who has passed the standards set by the **ENTITY**. For this purpose, the **AGENCY** may recommend the employee to be assigned by them subject to concurrence or approval by the **ENTITY**;
2. The **AGENCY** shall also provide additional manpower anytime upon the request of the **ENTITY** as the need arises with at least five (5) days advance notice;
3. The **AGENCY's** employee shall register with the **ENTITY's** biometric machine to record his daily attendance. A printout of his DTR shall be kept and maintained by the Human Resource Division of the **ENTITY**. The absences and under time to be incurred by the **AGENCY's** employee shall be deducted from the monthly payment of services rendered pursuant to the provisions of the Contract directly in proportion to the agreed Contract Rate;
4. It is expressly understood and agreed that the employee assigned by the **AGENCY** to the **ENTITY** is, for all legal intents and purposes, the employee of the **AGENCY** and not the **ENTITY**, hence the **ENTITY** does not maintain any employee-employer relationship with said employee of the **AGENCY**. However, the **AGENCY** employee assigned to the **ENTITY** shall be subject to the latter's existing office rules, regulations and decorum. Accordingly, the **AGENCY** binds itself to save and hold harmless the **ENTITY** or any of its officials, employee and/or agents from any responsibility caused during the lawful performance of their duties within the premises of the **ENTITY**;

The **AGENCY** shall at all times stand fully and solely liable for the enforcement and/or compliance with all labor and social legislations as well as other pertinent laws and/or decrees and those that may be enacted thereafter. Should the **ENTITY** for any reason whatsoever be adjudged liable for any claims or damages arising from this Contract, the **ENTITY** shall be obligated to compensate and/or pay the **AGENCY** for whatever amount the **ENTITY** was obliged to pay the **AGENCY**. The **AGENCY** shall comply with all the rules and regulations pertaining to SSS/PHILHEALTH and PAG-IBIG (RA 9679) membership of the employee assigned with the **ENTITY** under this **CONTRACT**;

5. The **AGENCY** shall be liable for all the losses and damages which may be caused through the fault or negligence of the employee assigned to the **ENTITY**, or the property and facilities of the **ENTITY**, provided that the **ENTITY** shall bring to the attention of the **AGENCY** such damages or losses within five (5) days from discovery or such losses or damages;
6. Any stoppage of work caused by the employee of the **AGENCY** for any reason whatsoever except due to fortuitous event or beyond human control, shall be the responsibility of the **AGENCY** and it shall be liable for any damages caused to the **ENTITY** by such work stoppage;
7. Should the **ENTITY** find the **AGENCY**'s assigned employee undesirable or with unsatisfactory performance, the **AGENCY** shall, upon written request of the **ENTITY**, immediately replace the employee concerned with one acceptable to the **ENTITY**. Moreover, if said employee perform any act which may be prejudicial to the interest of the **ENTITY** or the said employee be found incompetent or negligent in the performance of his functions, the **AGENCY** shall immediately replace him at the request of the **ENTITY**;
8. The **ENTITY** shall conduct a monthly performance-based evaluation to monitor the performance of the employee deployed by the **AGENCY** within the premises of the **ENTITY** and decide not only on any and all questions which may arise as to the quality and acceptability of the service rendered, but also on the capability, competence and readiness of the employee to perform their duties;
9. Provided however, that the undue refusal of the **AGENCY** to discharge the employee concerned shall give the **ENTITY** the right either to bar outright said employee from rendering further services or to terminate this Contract;
10. The **AGENCY** employee shall submit himself to bodily search by the **ENTITY** security before entering and going out from the building premises;
11. The **AGENCY** shall not assign or subcontract the services or any portion thereof covered by the Contract without the written approval of the **ENTITY**;
12. The **AGENCY** shall not, during the terms of this Contract disclose to any third party any information as to the state of affairs or business of the **ENTITY** which has come to the knowledge of the **AGENCY** by reason of this Contract;
13. The **AGENCY** employee assigned to the **ENTITY** shall not perform duties that are not normally related to the position for which he is hired, other than those agreed upon between the parties;

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10/2/2022

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14. The **AGENCY** warrants that none of its official or representative has given or promised to give any money or gift to any official or employee of the **ENTITY** to influence the decision regarding the awarding of this Contract, nor did it exert or utilize any unlawful influence to solicit or to secure this Contract through an agreement to pay a commission, brokerage or contingent fee from the contract price. Anybody caught should be held civilly and/or criminally liable under the Anti-Graft Law or other applicable laws; and
15. That in the case of any violations, stipulations and covenants of this Contract by the **AGENCY**, the **ENTITY** shall automatically rescind and/or terminate the same with notice to the **AGENCY**, and the **ENTITY** shall be entitled to the refund of its payment including liquidated damages as herein stipulated in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or negotiate the said services to another **AGENCY**.

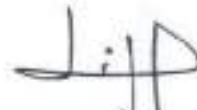
IN WITNESS WHEREOF, the parties hereto have affixed their signature at Iloilo City, Philippines this 3rd day of January, 2022.

**CIVIL SERVICE COMMISSION
REGIONAL OFFICE VI (CSC)**



NELSON G. SARMIENTO
Director IV

**TEKTON ENTRE-WORKERS
COOPERATIVE ILOILO**



ENGR. VICTOR P. SUNIO
Manager

Certified funds available: Php _____
 DBR/BURS No.: _____
 Dated: _____
 RC: _____
 Source of Fund: _____




LEO T. LONGNO
Accountant III

WITNESSES:



ANDRE L. LADIGOHON
Chief Human Resource Specialist



MARYGLO D. BATAHOLA

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY AND PROVINCE OF ILOILO) S.S.
X-----X

BEFORE me, a Notary Public, for and in the City and Province of Iloilo, personally appeared this _____ day of _____, 2021 in Iloilo, Philippines, **Director IV NELSON G. SARMIENTO** and **ENGR. VICTOR P. SUNIO** who have satisfactorily proven to me their identity through their CSC ID No. 203021 issued by Civil Service Commission and _____, respectively, that they are the same persons who executed and voluntarily signed the foregoing **CONTRACT FOR MANPOWER SERVICES** which they acknowledged before me as their free and voluntary act and deed, that they are acting as the representative/attorney-in-fact of **CIVIL SERVICE COMMISSION REGIONAL OFFICE VI** and **TEKTON ENTRE-WORKERS COOPERATIVE ILOILO**, respectively, and that they have the authority to sign in such capacity.

I further certify that the foregoing instrument relates to a "Contract for Manpower Services" and consisting of nine (9) pages including this page where the acknowledgment is written and signed on each and every page hereof by the parties and witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 3rd day of JANUARY, 2022 in the City of Iloilo.

No.: 18A ;
Page No.: 15 ;
Book No.: 110 ;
Series of 2022

add
ATTY. LIZETH AND A. CALIBORIN
NOTARY PUBLIC
REG. NO. 15-79
PTR NO. 1092093 01-05-22
REG. NO. 011001 01-05-22
TR. NO. 106-82-769
DATE OF EXPIRATION: 12/31/2021
CITY AND PROVINCE OF ILOILO

no R
Spangol

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Civil Service Commission Regional Office VI

NOTICE TO PROCEED

January 3, 2022

ENGR. VICTOR P. SUNIO

Manager

TEKTON ENTRE-WORKERS COOPERATIVE-ILOILO

D2 Sunio Bldg., Hilado Street

San Vicente Subd. Poblacion

5003 Leganes, Iloilo

Dear **Engineer Sunio**:

The attached Contract Agreement having been approved, notice is hereby given to **TEKTON ENTRE-WORKERS COOPERATIVE ILOILO** that work may proceed on the **Provision of Manpower Services (Driver & Janitor) for CSC Regional Office VI for CY 2022** effective one (1) day after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the CSC RO VI.

Very truly yours,

NELSON G. SARMIENTO

Director IV

ACKNOWLEDGEMENT and ACCEPTANCE:

VICTOR P. SUNIO

Signature over Printed Name of Bidder/ Representative

JAN. 03, 2022

Date

Bawat Kawani, Lingkod Bayani