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CONTRACT OF MANPOWER SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT – CORDILLERA ADMINISTRATIVE REGION**, a National Government Agency, with office address at Cabinet Hill, Baguio City, represented by its Regional Director, **EXEQUIEL RONIE A. GUZMAN**, herein after referred to as the **“PRINCIPAL/CLIENT”**;

-and-

SYNCHRONIC SYSTEMS CORPORATION, a private company duly organized and existing under Philippine laws, with office address at Lot 44-D Pine Road, Philippine Economic Zone Authority, Loakan, Baguio city represented by **Mr. ADRIANNE DAVID MATULAC**, General Manager, hereinafter referred to as the **“CONTRACTOR”**.

WITNESSETH:

WHEREAS, the **CONTRACTOR** is an independent company with Certificate of Registration Number CAR-N82-032014-025 issued on April 10, 2017, engaged in the business of manpower service provider; and with sufficient capital in the form of finances, working premises, facilities and equipment, with No Pending Case issued on February 15, 2019;

WHEREAS, the **PRINCIPAL/CLIENT** is need of manpower services provider to provide Office Worker/Manpower to perform office works and other related tasks for the implementation of the following programs:

1. National Skills Registry Program (NSRP)
2. National Reintegration Center for OFW (NRCO)
3. Job Start
4. K-12;

WHEREAS, the **CONTRACTOR** submitted its quotation and offers its services to provide the needs of the **PRINCIPAL/CLIENT** which the latter accepts;

WHEREAS, the total contract price is THREE HUNDRED ONE THOUSAND TWO HUNDRED SEVENTY SEVEN PESOS & 45/100 (Php 301,277.45);

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and provisions hereafter set forth, the **PRINCIPAL/CLIENT** and **CONTRACTOR** do hereby agree as follows:

The CONTRACTOR shall:

Provide the **PRINCIPAL/CLIENT** with Office Workers/Manpower who possesses the qualifications stated in the Terms of Reference;

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Assign its employees at the DOLE-CAR Regional Office to perform Office works in relation to the implementation of NSRP, NRCO, Job Start and K-12 as stated in the Terms of Reference and other official functions that may be assigned from time to time by the **PRINCIPAL/CLIENT**.

THE PRINCIPAL/CLIENT shall:

Pay the **CONTRACTOR** the corresponding amount due for its services rendered based on the Statement of Account which the **CONTRACTOR** submits to the **PRINCIPAL/CLIENT** on a monthly basis. Said Statement of Account shall be accompanied with the Daily Time Records, proof of payment of salaries; proof of payment of SSS, ECC, Philhealth and Pag-ibig contributions.

TERMS AND CONDITIONS

- A. The **CONTRACTOR** shall present its employees who will be assigned as Office Worker/Manpower to the **PRINCIPAL's** management before actual assumption of work at the **PRINCIPAL's** office;
- B. Work schedule shall be from Mondays to Fridays (except during legal holidays), 8 hours a day (8:00 a.m. to 5:00 p.m.);
- C. It is understood and agreed upon that there is absolutely NO employer-employee relationship between **PRINCIPAL/CLIENT** and the **CONTRACTOR** much less between **PRINCIPAL/CLIENT** and the **Synchronic Systems Corporation** employees by virtue of this Contract. The **CONTRACTOR** hereby warrants to hold the **PRINCIPAL/CLIENT** free from any liability arising out of any accidents that may befall Contractor's employees while on duty at the **PRINCIPAL/CLIENT** premises;
- D. For and in consideration of the services to be performed by the **CONTRACTOR** under this Contract, the **PRINCIPAL/CLIENT** during the term of this contract shall pay the **CONTRACTOR** the monetary equivalent of the actual man hours and manpower served by the latter's employees in a particular month based on Cost Distribution submitted by the **CONTRACTOR**;
- E. The **CONTRACTOR**, as an employer shall retain and exercise the sole and exclusive right to reassign, suspend, terminate or impose disciplinary action over the employees. Discipline and administration of the workers shall therefore conform to the rules and regulations of the **CONTRACTOR**, but the worker shall be subject to the instruction of the **PRINCIPAL/CLIENT**. The **PRINCIPAL/CLIENT** shall have the option to request at any time, for a replacement of the assigned employee in the interest of the **PRINCIPAL/CLIENT**;
- F. The **CONTRACTOR** shall conduct regular inspection of its employees assigned at the **PRINCIPAL/CLIENT's** office;

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- G. The **CONTRACTOR** shall allow its employees assigned at the **PRINCIPAL/CLIENT's** office to render overtime work upon request by the latter. Corresponding payment shall be made by the latter to the former as a result of such overtime work;
- H. The **PRINCIPAL/CLIENT** has the option to request for the replacement of the Office Worker/Manpower if the performance of the Office Worker/Manpower is found not satisfactory and for any justifiable reasons.

IN WITNESS WHEREOF, the parties have hereunto signed this instrument this 26th day of March 2019, in Baguio City, Philippines.

DOLE-CORDILLERA ADMINISTRATIVE
REGION

SYNCHRONIC SYSTEMS
CORPORATION


EXEQUIEL RONIE A. GUZMAN
Regional Director
ID No. ERAG110202



ADRIANNE DAVID MATULAC
General Manager
ID No. A01-04-096449

Signed in the Presence:


VENUS L. QUINJICNA
Chief Admin. Officer


JILL DAREN FLOJO

Funds Available:


GENELYN G. CAHID
Accountant III (DOLE-CAR)

