

Contract of Services

KNOW ALL MEN BY THESE PRESENTS:

This contract of service entered into and executed this _____ of _____ 2006 at _____, Philippines by and between:

The (**BLES or DOLE Regional Office No. ____**), an instrumentality of the government of the Republic of the Philippines, represented by (**Director**), hereinafter referred to as the **FIRST PARTY**;

-and-

(**Name of Enumerator**), Filipino, of legal age, (marital status), with residence and postal address at (address of Enumerator), hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

That pursuant to the provisions of CSC Memorandum Circular No. 38 (Omnibus Guidelines on Appointments) and the DOLE Administrative Order No. 121, series of 1997, authorizing the contracting of services in the DOLE where manpower is inadequate, to be able to effectively and efficiently deliver services, the following terms and conditions are hereby set:

1. That the **SECOND PARTY** is fully competent to render services as a Project-based Individual - Enumerator in connection with the conduct of the **2006 Occupational Wages Survey (OWS) and the 2006 BLES Integrated Survey (BITS)** in accordance with the professional qualifications he/she alleged in the attached information sheet.
2. That the **SECOND PARTY** hereby attests that he/she is not related within the third degree of consanguinity or affinity to the: a) hiring authority and /or representative of the **FIRST PARTY**; b) that he/she has not been previously dismissed from government by reason of an administrative offense; c) that he/she has not already reached the compulsory retirement age of sixty-five (65).
3. That the **SECOND PARTY** shall perform work at a time and schedule to be agreed upon by both parties.
4. That the **SECOND PARTY** is specifically contracted by the **FIRST PARTY** to:
 - a. *Participate in the training on data collection and field editing;*
 - b. *Deliver the questionnaires, explain the items of inquiries to the contact persons in the establishments, and collect and edit accomplished questionnaires with the allotted time;*
 - c. *Submit the undelivered and properly accomplished/edited questionnaires to their Supervisors;*
 - d. *Verify questionnaires returned by Supervisors with the establishments; and*
 - e. *Ensure the confidentiality of the data provided by the establishments.*
5. That the **FIRST PARTY** for and in consideration of the services rendered agrees to pay the **SECOND PARTY**, on a bi-monthly basis
 - a. *the amount of eighty-five pesos (P85.00) per establishment delivery. An establishment for which no delivery was made due to closure, non-location, duplication, strike, refusal and similar reasons shall also be remunerated the same amount subject to the verification of the establishment status by the Supervisor; and*
 - b. *the amount of two hundred fifty pesos (P250.00) for each collected/retrieved OWS questionnaires and two hundred twenty five pesos (P225.00) for each collected/retrieved BITS questionnaires, subject to the acceptance of the questionnaire/validation by the Supervisor/Reviewer.*

6. That provisions for mandatory benefits provided by the Labor Code namely SSS, EC, Phil Health and Pag-IBIG representing the employer share shall form part of the contract price.
7. That the **SECOND PARTY** shall not enjoy the benefits of government employees and that his/her services rendered thereunder are not considered as government service.
8. That this contract takes effect from _____.
9. That notwithstanding the fixed duration of the employment, this contract of services can be terminated anytime by the **FIRST PARTY** for just cause such as but not limited to the unsatisfactory performance of the **SECOND PARTY** and only after due notice to the **SECOND PARTY** at least five (5) days prior to his/her termination.
10. That the herein parties do hereby agree and accept that there will be no employee-employer relationship between them during the tenure of this contract of service.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____ at _____, Philippines.

(Director)
FIRST PARTY

(Enumerator)
SECOND PARTY

SIGNED IN THE PRESENCE OF:

(Name of Witness)
WITNESS

(Name of Witness)
WITNESS

CERTIFIED FUNDS AVAILABLE:

APPROVED BY:
